

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

The following are changes to the 2021-2023 Labor Contract between the State of Nebraska and SLEBC 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 21.1 through 21.2

- On July 1, 2021 the pay lines for all SLEBC classifications remain at 15 steps and shall be increased by three percent (3%).
 - Teammates will remain on the same step number they occupied as of June 30, 2021, while teammates on or above Step 15, or in between numbered steps on the pay line, shall receive a 3% increase to their annual full-time equivalent salary base.
 - For example, a State Patrol Trooper on Step 5 as of June 30, 2021 will remain on Step 5 on July 1, 2021, however the rate of pay on Step 5 increases by 3%, from \$25.97 to \$26.75.
 - As another example, a Fire Marshal Deputy making \$23.00 per hour is between Step 3 (\$22.95) and Step 4 (\$23.87) on the pay line as of June 30, 2021. On July 1, 2021 that Fire Marshal Deputy will receive a 3% increase, raising the hourly rate of pay to \$23.69, which is between Step 3 (\$23.64) and Step 4 (\$24.59) on the pay line effective July 1, 2021.

- On July 1, 2022 the pay lines for all SLEBC classifications remain at 15 steps and shall be increased by three and one half percent (3.5%).
 - Teammates will remain on the same step number they occupied as of June 30, 2022, while teammates on or above Step 15, or in between numbered steps on the pay line, shall receive a 3.5% increase to their annual full-time equivalent salary base.
 - For example, a Game & Parks Conservation Officer on Step 10 as of June 30, 2022 will remain on Step 10 on July 1, 2022, however the rate of pay on Step 10 increases by 3.5%, from \$30.41 to \$31.47.

SUBSTANTIVE CHANGES

Article 11.2.1	Vacation leave requests adjusted from annual to twice per year in alignment with shift bidding.
Article 11.5	Information regarding light duty opportunities outside a teammate's agency are to be provided to teammates injured on duty.
Article 20.1.3	Increase the allowance for non-uniformed officers for the purpose of maintaining civilian attire from \$30.00 to \$40.00.
Article 20.1.7	Alter the annual footwear allowance for teammates at the State Fire Marshal from \$90 for uniform shoes or \$140 for uniform boots to \$150 for footwear.
Article 21.3	Alterations to the promotion and demotion calculations for teammates moving from one classification or assignment to another.
Article 21.9	Creation of bilingual pay. Teammates at the State Patrol who have qualifications determined by the Director may be eligible for an increase of 2.5% to their base hourly rate of pay when performing bilingual duties under certain guidelines.
Article 22.5	Alterations to the VEBA Plan, which is no longer a pilot program. Increase the amount of sick leave paid into the VEBA from ¼ of accrued sick leave with a cap at 400 hours to 45% of accrued sick leave with a cap of 600 hours. The VEBA is referred to as the Jon Reeves VEBA Plan within the labor contract.
Article 24.7	Clarity regarding the definition and parameters of "called to duty." Additional clarity regarding what is considered work time for Conservation Officers and Fire Marshal Deputies for the purpose of "called to duty."
Article 29.1.3	Removal of "incompetence" and replacement with language more in line with performance management.
Article 29.2.1	If misconduct is or could have been discovered within 24 months of the occurrence then disciplinary action cannot be imposed for the misconduct, excepting misconduct constituting a Class IV or higher felony, dishonesty, concealment of misconduct by a teammate, or bias against a protected class.
Article 29.2.4	De minimus third party damage is defined as less than \$1,000. Disciplinary action can exceed written warning for minor unit accidents if a teammate has more than one occurrence in a period of two calendar years.
Article 29.6.3	A Supervisory Observation Form (SOF) must be written within 60 calendar days from when the agency becomes aware of an occurrence.
Article 29 29.7.4.2	Removal of the Conduct and Procedures Meeting.

29.7.10 29.9.2 29.9.3 29.9.4	Creation of a provision for a written response to be filed by a teammate to be considered in the investigation and the disciplinary conference. Written response must be submitted within 18 calendar days of receipt of existing reports contained in the case file.
Article 29.8	Removal of the citizen complaint sections as separately handled matters. Subsequent renumbering of Article 29 throughout.
Article 29.9.5	Clarification regarding the inclusion of a personnel file with an Internal Affairs/Investigatory file as a means for the Agency Director to consider progressive discipline.
Article 29.9.7	Clarification regarding the timeframe in which an Internal Affairs investigation must reach a final decision. The 70 calendar day timeframe shall start either upon receipt of the complaint or upon initiation of the investigation if it was on hold pending a criminal investigation.
Article 29.9.10	Clarifies provisions related to release of non-public information and compliance with subpoenas.
Appendix E	Updates to reflect the adjustment to pay lines.
Appendix F.1 and F.2	Removal of red as the preference for Fire Marshal vehicles. Updating to clarify that only smart phones with hot-spot activation will be provided to Fire Marshal Deputies.

CONTRACT UPDATES AND CLEAN UP

Article 10.1.6	Dates updated.
Article 22 22.1 22.3 22.4	Dates updated or removed.
Article 34.1 and 34.2	Dates updated.
Appendix G	Heading updated to reflect alterations to vacation leave requests.

State of Nebraska and SLEBC 2021-2023 Labor Contract

Language Changes

10.1.6 Days off for all bargaining unit members, except Fire Marshal's Office, shall be assigned as close as possible to the periods of August 1, ~~2019~~ 2021 through January 31, ~~2020~~ 2022; February 1, ~~2020~~ 2022 through July 31, ~~2020~~ 2022; August 1, ~~2020~~ 2022 through January 31, ~~2021~~ 2023; and February 1, ~~2021~~ 2023 through July 31, ~~2021~~ 2023.

11.2.1 Scheduling Vacation Leave

Vacation leave should be applied for in advance by the employee and may be used only when approved by the Agency Head and/or his/her Designee. Vacation leave may not be unreasonably denied or deferred so that the employee is deprived of vacation rights.

11.2.1.1 ~~Annual leave requests shall be completed across all Sergeant areas/ Districts/ Divisions once per year. Troop Area / Division Commanders shall refer employees under their command to Appendix G by January 1st of each calendar year. Employees shall complete their requests using Appendix G and shall turn in the completed form by January 15th of each calendar year. Troop Area / Division Commanders shall process annual leave requests and notify those under their command of approvals/ disapprovals by January 31st of each calendar year.~~

Vacation leave requests shall be completed across all Sergeant Areas / Districts / Divisions twice per year. Troop Area / Division Commanders shall refer employees under their command to Appendix G by June 1st of each calendar year for the period starting August 1st and ending January 31st and November 15th of each calendar year for the period of February 1st and ending July 31st. Employees shall complete their requests using Appendix G by June 15th and August 15th of each calendar year for each respective period. Troop Area / Division Commanders shall process vacation leave requests and notify those under their command of approvals/disapprovals by June 31st and August 31st of each calendar year for each respective period.

11.2.1.2 Priority 1 ~~annual~~ vacation leave requests shall consist of one leave request of at least seven (7) calendar days but no more than fifteen (15) calendar days. Priority 1 requests will be granted based upon seniority in the employees' work areas. Ties in seniority shall be

broken according to the procedure set forth in Article 9.7 of this contract. Once granted, a priority 1 request cannot be revoked and is transferrable upon promotion, demotion, transfer (voluntary and involuntary), or change in shift pursuant to Article 10 of this contract. A Priority 1 request can be made into the next ~~calendar year~~ leave period but no request shall be granted which exceeds the next ~~calendar year~~ leave period.

11.2.1.3 Priority 2 ~~annual~~ vacation leave requests shall be granted after all requests pursuant to 11.2.1.2 have been granted. Appendix G shall have 10 spaces available for Priority 2 ~~annual~~ vacation leave requests. Priority 2 ~~annual~~ vacation leave requests can be for any length of time as long as the hours in the employees leave bank(s) have or will have a sufficient balance. Starting with the most senior officer, the first two Priority 2 ~~annual~~ vacation leave requests shall be granted. The next senior officer shall then be granted their highest two Priority 2 ~~annual~~ vacation leave requests that are available, and so on until all bargaining unit members have had their first two Priority 2 ~~annual~~ vacation leave requests considered. Ties in seniority shall be broken according to the procedure set forth in Article 9.7 of this contract. All remaining Priority 2 vacation requests shall be granted according to seniority. Once granted, Priority 2 ~~annual~~ vacation leave requests cannot be revoked unless a declared emergency as defined in Article 2 of this contract is declared. Priority 2 ~~annual~~ vacation leave requests are not transferrable upon promotion, demotion, transfer (voluntary and involuntary), or change in shift pursuant to Article 10 of this contract.

11.2.1.4 Vacation leave requests by a bargaining unit member during the progression of the current work period may be of any length of time. Vacation leave requests shall be approved unless denied and written notice of the denial is provided within 5 business days of receipt by a member of the bargaining unit member's chain of command.

11.5 Injury on Duty

11.5.1 When a bargaining unit member is injured on duty and a bargaining unit member is able to perform light duty, the Agency shall make every reasonable effort to place said bargaining unit member in an assignment of light duty so as to not cause him/her to expend his/her sick leave account. The Agency shall also provide the unit member with information regarding light duty opportunities that exist in the employment of the State of Nebraska outside the Agency. If a

unit member is offered a light duty position outside his or her Agency, the employee shall not be required to accept the light duty assignment. The Agency may require the bargaining unit member to provide a Physician's Certificate regarding his/her fitness to return to his or her regular duty assignment at any time.

20.1.3 The State shall provide an allowance equal to ~~\$30.00~~ \$40.00 per month to be paid to non-uniformed officers for the purpose of maintaining civilian attire. Non-uniformed officers shall include Deputy Fire Marshals assigned to arson investigation and State Patrol Investigation Officers and Investigation Sergeants. In order to receive the allowance, employees shall provide receipts documenting the purchase of civilian attire when requesting reimbursement. Employees shall be reimbursed twice per contract year for the clothing allowance.

20.1.7 The State Fire Marshal will pay up to \$150 for footwear per calendar year ~~\$90 for uniform shoes and up to \$140 for uniform boots~~. Footwear costs in excess of this amount will be paid by the employee.

21.1 Wages -July 1, ~~2019~~ 2021 through June 30, ~~2020~~ 2022.

21.1.1 Effective July 1, ~~2019~~ 2021, the pay rates of each pay line ~~are~~ shall be increased by 3% and shall be established in Appendix E. ~~Employees shall be placed on the pay lines according to the next highest step above their current wage.~~ Each pay line shall consist of fifteen (15) steps. ~~On July 1, 2019, employees shall advance one step on their pay line.~~ Employees shall remain on the numbered step they occupied as of June 30, 2021.

21.1.2 Bargaining unit members who are on or above Step 15 of their pay line, or between steps on the pay line, on June 30, ~~2019~~ 2020, shall remain ~~on Step 15 at their current placement on the pay line~~ and receive ~~no increase~~ the 3% increase as outlined in Section 21.1.1.

21.1.3 On July 1, ~~2019~~ 2021 each bargaining unit member who receives a satisfactory rating on their most recent performance evaluation and attains the following years of service shall receive a one-time merit payment:

- 1-5.99 years of service= \$50.00
- 6-9.99 years of service= \$400.00
- 10-14.99 years of service= \$725.00
- 15-19.99 years of service= \$1050.00
- 20 years or more= \$1,375.00

Years of service shall be determined by the Service Anniversary Date of the bargaining member.

21.2 Wages - July 1, ~~2020~~ 2022 through June 30, ~~2021~~ 2023.

21.2.1 Effective July 1, ~~2020~~ 2022, the pay rates of each pay line ~~are~~ shall be increased by 3.5% and shall be established in Appendix E. ~~For all State Patrol Troopers, Game & Parks Conservation Officers, and State Patrol Troopers Performing Pilot duties, the July 1, 2019 pay lines shall be adjusted upwards by 3 percent (3%) on July 1, 2020. Employees shall be placed on the pay lines according to the next highest step above their current wage. Each pay line shall consist of fifteen (15) steps. On July 1, 2020, bargaining unit members shall advance one step on their pay line. Employees shall remain on the numbered step they occupied as of June 30, 2022.~~

21.2.2 Bargaining unit members who are on or above Step 15 of their pay line, or between steps on the pay line, on June 30, 2020 shall remain at their current placement on the pay line ~~on Step 15~~ and receive no increase ~~the 3.5% increase~~ as outlined in Section 21.2.1.

21.2.3 On July 1, ~~2020~~ 2022 each bargaining unit member who receives a satisfactory rating on their most recent performance evaluation and attains the following years of service shall receive a one-time merit payment:

- 1-5.99 years of service= \$50.00
- 6-9.99 years of service= \$400.00
- 10-14.99 years of service= \$725.00
- 15-19.99 years of service= \$1050.00
- 20 years or more= \$1,375.00

Years of service shall be determined by the Service Anniversary Date of the bargaining member.

21.3 New Hires/Promotions/Demotions

21.3.1 A new hire in this bargaining unit shall be placed on the appropriate pay schedule on Step 1.

21.3.2 ~~A State Patrol Trooper or State Patrol Trooper performing duties as a Pilot who is promoted to Sergeant shall move to the step on the new pay line which represents at least a five (5) percent increase from their then current hourly rate of pay based on their step placement on the State Patrol Trooper pay line.~~ A bargaining unit member who is promoted to a classification with a higher minimum rate of pay shall move to the step on the new pay line which represents at least a five (5) percent increase from their then current hourly rate of pay.

Notwithstanding the above provision, State Patrol Troopers or State Patrol Sergeants who move to State Patrol Investigation Officer or State Patrol Investigation Sergeant positions shall be placed on the same numbered step that they occupied as a State Patrol Trooper or State Patrol Sergeant on the appropriate State Patrol Investigation Officer or State Patrol Investigation Sergeant pay line.

The employee's rate of pay shall be at least at the minimum rate of pay for the new classification. In no case shall the new rate of pay be above the rate assigned to the 15th step of the new pay line.

21.3.3 ~~A State Patrol Investigation Officer who is promoted to State Patrol Investigation Sergeant shall move to the step on the new pay line which represents at least a five (5) percent increase from their then current hourly rate of pay based on their step placement on the State Patrol Trooper pay line.~~ After serving in a specialty position or duty assignment capacity, or as an Investigative Officer, for a minimum of 24 months, an Officer who is promoted to a classification with a higher minimum rate of pay shall be moved to the step on the new pay line which represents at least a five (5) percent increase from the employee's then current hourly rate of pay prior to the promotion.

Alternatively, after serving in a specialty position or duty assignment capacity, or as an Investigative Officer, for less than 24 months, an Officer who is promoted to a classification with a higher minimum rate of pay shall move to the step on the new pay line which represents at least a five (5) percent increase from the rate of pay that they would be paid based on the person's step placement on the State Patrol Trooper pay line. The 24-month minimum service requirement may be waived at the discretion of the Superintendent or his/her designee.

21.3.4 ~~A State Patrol Investigation Officer who is promoted to Sergeant (for Field Services) shall move to the step on the new pay line which represents at least a five (5) percent increase from the rate of pay that they would be paid based on the person's step placement on the State Patrol Trooper pay line. After serving in a specialty position or duty assignment capacity, or as an Investigative Officer, for a minimum of 24 months, an Officer who is demoted either voluntarily or involuntarily, from service in the specialty position or from a higher pay line to a lower pay line, shall remain at their then current hourly rate of pay prior to the demotion until the pay line of the new classification has caught up to their hourly rate of pay.~~

Alternatively, after serving in a specialty position or duty assignment capacity, or as an Investigative Officer, for less than 24 months, an Officer who is demoted either voluntarily or involuntarily, from service in the specialty position or from a higher pay line to a lower pay line, shall move to the step on the new pay line which represents at least a five (5) percent salary reduction from their then current hourly rate of pay prior to the demotion. The 24-month minimum service requirement may be waived at the discretion of the Superintendent or his/her designee.

21.3.5 ~~A State Patrol Trooper or State Patrol Trooper performing duties as a Pilot who is promoted to State Patrol Investigation Sergeant shall move to the step on the new pay line for State Patrol Sergeant which represents at least a five (5) percent increase from their then current hourly rate of pay based on their step placement on the State Trooper pay line and then shall be placed on the same numbered step on the State Patrol Investigation Sergeant pay line. For the purposes of Section 21.3 of the Labor Contract specialty position or duty assignment shall be defined as: Air Wing, Police Service Dog Handlers (K9), Training Academy Sergeants, ISO Sergeants, Carrier Enforcement Investigative Sergeants, and Executive Protection.~~

21.9 **Bilingual Pay.** Any full-time bargaining unit member in the State Patrol whose qualifications for bilingual ability have been determined by the Director, shall receive compensation at the rate of two and one-half percent (2.5%) higher than their base hourly rate of pay while assigned to perform bilingual services in any language where need has been demonstrated and such additional language is recommended by the Director.

22.1 Health Insurance

Effective July 1, ~~2019~~2021, through June 30, ~~2021~~2023, the State will contribute 83% of the cost of the SLEBC sponsored plan or the State PPO plan, whichever is less, for the option chosen by the SLEBC employee.

22.3 Dental Insurance

The Employer agrees to provide a group dental insurance program to bargaining unit members and their dependents. From July 1, ~~2019~~2021, through June 30, ~~2021~~2023, the Employer shall contribute \$16.00 per month toward single coverage; \$22.00 per month for two-four party coverage; and \$28.00 per month for family coverage. Employees may participate in this program by participating in the employer's open enrollment process.

22.4 Long Term Disability

The Employer agrees to provide a long term disability insurance program for bargaining unit members. ~~Beginning July 1, 2019, through June 30, 2021, the~~ The benefit shall be 60% of the bargaining unit member's monthly base salary until age 65. The waiting period shall be 180 days. The Employer will pay 100% of the premium for long term disability coverage.

22.5 The parties agree that a Voluntary Employees Beneficiary Association Plan (VEBA) has been implemented ~~as a pilot program~~ with an effective date of December 1, 2018. This shall be known as the Jon Reeves VEBA Plan for the purposes of this labor contract. There shall be no cost to the employer and ~~¼~~ forty-five percent (45%) of each employee's accrued sick leave, not to exceed ~~400~~ 600 hours, shall be contributed into the plan upon retirement. ~~The parties agree that the term of the pilot program may extend past the term of the current contract period. Absent further action of the parties, the pilot program shall end on June 30, 2021.~~

24.7 Bargaining unit members called to duty outside of their scheduled shift ~~without 2 hours' notice~~, when the time worked does not merge with their scheduled shift, will be guaranteed a minimum of two hours work at the straight rate of pay. ~~To accrue those guaranteed two hours, members must actually work for that period of time.~~ For State Patrol bargaining unit members, called to duty shall be defined as being required by a supervisor or officer of the court to take official action. For State Patrol bargaining unit members, it will not be considered to have been called to duty if they are notified eight (8) hours or more in advance that they no longer need to report for duty. Conservation Officers who return to their home while on duty shall remain on duty while answering telephone messages. Any telephone call, email, or text that Conservation Officers or Fire Marshal Deputies ~~they~~ receive relative to State business shall be considered work time and compensated for the actual amount of time spent in responding.

- 29.1.3 At the State Patrol, the parties recognize that poor work performance and/or ~~incompetence~~ failure to meet performance expectations despite appropriate intervention is not misconduct, but rather the result of an employee's inability to perform the duties assigned to the position in a competent manner. As such, the Agency shall not conduct an Internal Affairs Investigation, nor shall the procedures set forth in this Article be followed in cases involving unsatisfactory work performance. The procedures regarding Performance Improvement Plans as set forth in Personnel SOP 20-1, 35-02, Section F shall be used to correct poor work performance with actions up to and including termination. However, an employee who is subject to any action as outlined in 29.1.1 for poor work performance shall be entitled to a hearing before the Agency Head.
- 29.2.1 When imposing discipline, management shall not take into consideration any prior discipline which is more than ten (10) years old in determining the appropriate level of discipline. Disciplinary action shall not be instituted against a bargaining unit member for previously undisciplined conduct older than twenty-four (24) months when the alleged misconduct is or could have been discovered with reasonable diligence within a period of twenty-four (24) months from the date of alleged misconduct unless the offense would constitute a Class IV felony or higher grade of felony, involved dishonesty or bias against a protected class, or when the alleged misconduct was in any way concealed by the bargaining unit member.
- 29.2.4 **Written Warning** is the lowest level of the discipline process and may be imposed at the Superintendent's discretion. A maximum discipline of written warning may be used for minor unit accidents that are the fault of the bargaining unit member, if they are without injuries, or involve de minimus third party damage (less than \$1,000), or caused unit damage not exceeding \$5,000, only when it is the bargaining unit member's first such incident within the preceding two calendar years from the date of the offense. ~~At the time of reporting the accident to management, the employee, through their chain of command may request the Superintendent to issue the written warning as soon as practicable, waiving the investigation.~~ A written warning will be kept in the employee's personnel file for up to one year.
- 29.6.3 The Supervisory Observation Form (NSP 207), for Patrol employees, shall not be considered as supervisory working notes, but as documentation and justification for the performance evaluation covering a specific time period. The Supervisory Observation Form shall be initialed by the bargaining unit member within fourteen (14) days of the date the agency becomes aware of the occurrence, unless the Agency Director orders that an incident be handled through routine supervisory guidance. No Supervisory Observation Form may be written more than sixty (60) days after the agency becomes aware of the nature of the occurrence. ~~In cases where a complaint is received, a Supervisory Observation Form may be completed after fourteen (14) days but within 60 days. This shall only occur following consultation with the Office of Professional Standards.~~ Supervisory Observation Forms (NSP 207) shall be attached to the

employee's annual performance evaluation when the annual performance evaluation is completed. No negative Supervisory Observation Form (NSP 207) shall be written upon any employee unless the same constitutes poor work performance or a violation of current Nebraska State Patrol policy or procedure.

29.7.4.2 Prior to such interview the employee or his/her representative shall be given access to their own applicable case reports, body camera video and dashcam video, and copies of any Complaint Control Form (NSP 801 and 801A) but excluding documents containing confidential or privileged information, at least forty-eight (48) hours prior to such interview.

Notwithstanding the above paragraphs, in cases where ~~the~~ an investigation could result in a charge of a class I misdemeanor or felony, or there exists an allegation involving dishonesty, reports and materials concerning the internal investigation of the bargaining unit member shall not be disclosed. In such instances, the bargaining unit member shall be advised of the nature of the complaint underlying the investigation.

At the conclusion of the initial interview, the employee or his/her representative shall be given all existing reports contained in the case file, but excluding documents containing confidential or privileged information. ~~Not sooner than 14 calendar days, a second interview with the employee or his/her representative shall be conducted with an Internal Affairs investigator.~~ The employee or his/her representative shall be allowed to provide a written response to be considered in the investigation and the disciplinary conference when the recommended discipline is of the level of suspension or higher. The employee or his/her representative shall be allowed to provide additional information as well as witness statements at this second interview. Such written response must be submitted within eighteen (18) calendar days of receipt of existing reports contained in the case file, or notification that no such reports shall be provided. The Internal Affairs investigator shall make an attempt to interview the witnesses identified by the employee ~~prior to, or after the second interview.~~ ~~This second interview may be waived by the employee.~~ If necessary, the timeline for completing the Internal Affairs investigation in cases where initial allegations could result in a felony charge or alleged dishonesty, may be extended. The employee or his/her representative shall be given verbatim transcripts of the interview if they exist. If a transcript does not exist the employee, or his/her representative, shall be given a copy of the audio recording.

~~29.7.10 — A bonafide attempt to interview the complainant shall be made by the Investigator before a Conduct And Procedures Review Meeting is held, unless the complainant is anonymous.~~

~~29.8 — Citizen Complaint~~

~~29.8.1 — Citizens' complaints shall not be investigated unless a Complaint Control Form (NSP 801), or applicable agency form, has been completed and all provisions of~~

~~the Agency's Policies and Procedures are complied with. A copy of said Complaint Control Form will be provided to the affected bargaining unit member in compliance with Section 29.9.3 hereof unless previously provided. The notice shall be in the form of an NSP 801 & 801A or current form showing alleged violations of policy.~~

~~29.8.2 NSP 801A shall contain a list of policy and procedure violations which is limited to those provisions which are clearly, in good faith, relevant to the alleged misconduct.~~

29.9.2 Upon completion of the investigation, the completed investigatory file shall be sent to an impartial supervisor along with a recommendation as to whether the allegations appear to be founded or unfounded. This supervisor shall be unconnected to the investigation, outside of the bargaining unit, and not a witness, investigator for Internal Affairs, or complainant. The supervisor shall normally be the Troop or Division Commander, or his/her designee, of the employee whose conduct is under investigation. If the recommendation is that the case is founded, the supervisor will schedule a ~~Conduct and Procedures Review Meeting~~ disciplinary conference and forward a recommendation to the Agency Director.

~~29.9.3 A bargaining unit member scheduled for a Conduct and Procedures Review Meeting shall be notified, in writing, at least fourteen (14) calendar days in advance of the meeting. This time frame shall not count against the investigation time limit as outlined in 29.9.7. Such written notification shall inform the employee of:~~

- ~~1. The date, time, and place of the meeting.~~
- ~~2. The complaint or allegation against the bargaining unit member as set forth in any Complaint Control Form (NSP 801 and 801A).~~
- ~~3. The right to receive a copy of his/her interview.~~
- ~~4. The right to review and receive copies of all reports, excluding confidential or privileged information, contained in the case file that may be used against the employee or utilized on his/her behalf at least seven (7) days in advance of the Conduct and Procedures Review Meeting.~~
- ~~5. The right to be represented at the meeting by an attorney, Council representative assigned to the Troop Area, or bargaining unit member assigned to the Troop Area, or any other individual of his or her choice.~~

~~6. The right to request witnesses and present documentary evidence in his or her behalf to refute information in the file or to present mitigating circumstances.~~

~~7. The right to present further information bearing on any aspect of the disciplinary proceeding in writing within five (5) days after the meeting for consideration and inclusion in the file.~~

~~8. The right to waive the Conduct and Procedures Review meeting if the employee elects to do so in writing.~~

~~29.9.4 Any written material submitted by a bargaining unit member at a Conduct and Procedures Review Meeting shall be included in the file. Any oral information presented by or on behalf of a bargaining unit member at a Conduct and Procedures Review Meeting shall be recorded on tape by the supervisor conducting such meeting and the tape shall be included in the file. All such information shall be considered by the Agency Director. If a summary or synopsis is prepared by the supervisor or any other new material or report is added to the file after the Conduct and Procedures Meeting, the same shall be presented to the employee and he/she or his/her representative shall have the right to present further written material in response thereto, or a synopsis or summary to rebut or clarify that prepared by the supervisor. This right shall exist until a disciplinary conference is scheduled with the agency director or until discipline is imposed if no conference is requested. Written or oral information presented by the employee shall not be deliberately withheld for presentation at this late stage of the proceedings.~~

29.9.5 The current personnel file of the affected bargaining unit member shall accompany any Internal Affairs file or investigatory file forwarded to the Agency Director ~~if so~~ authorized by the affected bargaining unit member to be used as mitigating evidence on his/her behalf, and in order for the Agency Director to give due consideration to progressive discipline principles. Before making a decision to place an employee on investigatory suspension without pay, the employee shall be given an opportunity to meet with the Superintendent or his/her designee to present information bearing on the propriety of a suspension without pay. The employee may elect to waive this opportunity.

29.9.7 The Internal Affairs investigation shall be conducted and submitted to the Agency Director. The final decision on the matter will be given to the affected employee within a total of seventy (70) calendar days of receipt of the complaint at State Headquarters,

or within seventy (70) calendar days of the initiation of the investigation when the investigation was on hold awaiting the results of a criminal investigation. EXCEPTIONS - Both parties recognize that the complexity and seriousness of allegations require a complete, thorough, and impartial investigation. In order to accomplish this, protect the employee's and the organization's interests, exceptions to the time limits may be necessary. Should an extension be required, the following steps shall be taken:

1. Internal Affairs (or appropriate investigating officer) will request an extension in writing to the Director specifying the reasons.
2. The employee shall receive a copy of such request for extension.
3. The employee shall receive a copy of the approved extension.

29.9.10 All personnel data maintained by the Agency Personnel offices in computer data bases, microfilms, and personnel folders shall be secured in strict conformance with state law governing the confidentiality of information. Information concerning an employee's or former employee's name, position, gross salary, date of hire, date of separation, and agency where employed shall be considered public information. Non-public information may be released to the employee, the employee's supervisory chain of command, and/or agency administrative personnel. Non-public information regarding the status or outcome of an internal investigation or discipline shall be disclosed to the Legislature, the Nebraska Commission on Law Enforcement and Criminal Justice, the Nebraska Police Standards Advisory Council, the Equal Opportunity Commission, or a complainant, at the discretion of the Superintendent of Law Enforcement and Public Safety. Non-public information shall be released to any requesting party provided the employee has signed a release authorization or otherwise indicated in writing that such release may occur, or an enforceable subpoena, ~~or a~~ court order, or legal warrant is served requesting such information. The agency shall notify an employee or, in the absence of the employee, the association, as soon as practicable upon receipt of a subpoena, order or warrant. In no event shall a subpoena be complied with by the agency unless the employee or his/her representative is first notified and provided 5 business days to take action ~~given an opportunity to object and require the requesting party's compliance with any applicable federal or state statute or rule regarding the information subpoenaed.~~

34.1 This Agreement shall be effective on the first day of July, ~~2019~~ 2021, and shall remain in full force and effect until the 30th day of June, ~~2021~~ 2023. This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement and shall be extended until such time as a new or modified Agreement is approved by both parties or any other required authority in the manner set forth in the State Employees Collective Bargaining Act except that no salary increases shall be granted under this agreement subsequent to the 30th day of June, ~~2021~~ 2023.

34.2 Negotiations for a new Labor Contract shall be conducted in compliance with the terms of the State Employees Collective Bargaining Act (Neb. Rev. Stat. Sections 81-1369 to 81-1388). Negotiations for the successor Contract shall be conducted utilizing the following procedure:

34.2.1 On or before September 1, ~~2020~~ 2022, the Council and State shall initiate bargaining for a successor contract. By mutual agreement of the parties the date for the exchange of proposals may be modified.

F.1 At the Fire Marshal's Office, vehicles provided to uniformed Deputies in the bargaining unit shall be uniform in color, ~~preferably red.~~

F.2 The State Fire Marshal will provide bargaining unit members with a ~~cell~~ smart phone with hot-spot activation to facilitate communications. ~~Bargaining unit members will have the choice of either 1) a basic cell phone and an allowance of up to \$30 for personal internet service or 2) a Smart phone with hot spot activation.~~