

Summary of Changes for the State of Nebraska and FOP 88 2023-2025 Labor Contract

The following are changes in the 2023-2025 Labor Contract between the State of Nebraska and FOP 88 which will become effective July 1, 2023. 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

Articles 11.2 and 11.3

- FOP 88 shall maintain the pay plan structures currently in place throughout the course of the Labor Contract.
- On July 1, 2023 the pay lines for all FOP 88 classifications will receive a percentage increase of three percent (3%). The placement of teammates within those classifications shall be as follows:
 - Teammates who are directly on a step will remain on the same step number they occupied as of June 30, 2023.
 - Teammates between numbered steps on the pay line as of June 30, 2023 advance to the next highest step and remain on that same step number.
 - Teammates on or above Step 7 (Max) shall receive a percentage increase to their annual full-time equivalent salary base equal to the percentage that their classification was increased.
 - Teammates classified as Security Communications Specialist, Security Guard, Military Security Officer Trainee, and Military Security Officer shall just receive an increase of 3% to their full-time equivalent salary base.
- On July 1, 2023, after pay line adjustment and placement, teammates with step pay plans shall advance one step on their pay line if they have satisfactory performance for calendar year 2022. Teammates without a step pay plan shall receive a two percent (2%) increase to their full-time equivalent salary base if they have satisfactory performance for calendar year 2022.
- On July 1, 2024 the pay lines for all FOP 88 classifications will receive a percentage increase of three percent (3%). The placement of teammates within those classifications shall be as follows:
 - Teammates who are directly on a step will remain on the same step number they occupied as of June 30, 2024.
 - Teammates between numbered steps on the pay line as of June 30, 2024 advance to the next highest step and remain on that same step number.
 - Teammates on or above Step 7 (Max) shall receive a percentage increase to their annual full-time equivalent salary base equal to the percentage that their classification was increased.
 - Teammates classified as Security Communications Specialist, Security Guard, Military Security Officer Trainee, and Military Security Officer shall just receive an increase of 3% to their full-time equivalent salary base.
- On July 1, 2024, after pay line adjustment and placement, teammates with step pay plans shall advance one step on their pay line if they have satisfactory performance for calendar year 2023. Teammates without a step pay plan shall receive a two percent (2%) increase to

their full-time equivalent salary base if they have satisfactory performance for calendar year 2023.

SUBSTANTIVE CHANGES

Article 6.3	This language provides a structure for union representatives to tour facilities and speak to membership. This is intended to provide a consistent approach to such visits.
Article 7.8	This language provides clarity regarding what is considered “called back for duty.” In short, teammates must be required to leave their residence or remote work location and travel to a state worksite in order to receive call-back time.
Article 10.8	This additional language requires that teammates are notified at least 72 hours prior to a pre-disciplinary meeting being held.
Article 14.1	Addition of Juneteenth to match statute.
Article 14.17	Bereavement leave is clarified as applicable to situations in which a teammate has suffered the loss of an unborn person or persons.
Appendix C.4	The DHHS Internal Transfer section is replaced with a bidding process. Teammates now bid two times per fiscal year on post, shift and days off, with seniority determining how bids are awarded. Up to 50% of posts are “relief” posts, while all other posts are assigned to particular buildings or units. Movement to new assignments after a successful bid must occur within 21 days barring legitimate operational factors that would cause delay. However, the delay cannot exceed 45 days from the date of the bid.
Appendix C.11.15.2	For DHHS, if a teammate volunteers to work an overtime shift on a scheduled day off, they cannot be subject to mandatory overtime for the shift following that which they volunteered for on that day.
Appendix M.11.1	For DCS, movement to a new assignments after a successful bid must occur within 21 days barring legitimate operational factors that would cause delay. However, the delay cannot exceed 45 days from the date of the bid.
Appendix M.NCCW	For DCS and FCNR only, female teammates may bid into other FCNR or female-only posts at any time. There is now no limit on the number of bids to full these posts.

CONTRACT UPDATES AND CLEAN UP

Article 9.6	Removed reference to the IRS guidelines in the moving allowance section as the IRS guidelines are no longer applicable.
Article 11.10	This section is no longer applicable and is to be deleted in its entirety.
Article 12.5	Clean Up – Removal of language from outdated Letter of Agreements.
Article 12.8	Clean Up – Removal of language from outdated Letter of Agreements. Also clarifies that agencies can only choose to pay cash for overtime compensation obligations after teammates have exercised their right to choose pay or compensatory time.
Article 12.13	This section is not applicable to FOP teammates, who are overtime eligible, and is to be deleted in its entirety.
Article 14.4	Clean Up – Removal of language from outdated Letter of Agreements.
Article 14.18	Clean Up – Removal of reference to an outside bargaining unit.
Appendix C.3	This section and subsections are to be deleted in their entirety.

State of Nebraska and FOP 88 2023-2025 Labor Contract

Language Adjustments

- 6.3 **Union Staff Activity:** The Employer agrees that non-employee representatives of the Union (Union employees), provided they have been certified in writing to the Employer, and have first obtained permission from the Agency or its designated representatives (permission shall not be unreasonably denied), shall be allowed during working hours on the Employer's premises, with no harassment to:
- a. Post Union notices on designated bulletin board space as prescribed elsewhere in this Article (Stewards and/or Union officers may do so only during non-work time.);
 - b. Meet with employees on non-work time, in non-work areas, including break time in non-work areas;
 - c. Attend meetings scheduled as provided in the grievance procedure of this Contract;
 - d. Consult with the Agency;
 - e. Consult with local Union officers or stewards, after such employees receive permission from the first level of supervision outside the bargaining unit, concerning the enforcement of any provisions of this Contract and be provided a private meeting room, if requested, if available, and shall not be unreasonably denied. Such activities shall not interrupt the work of the Agency.
 - f. Upon request of the Union, Union representatives shall be permitted to tour inside any facility that has employees in the bargaining unit and to talk with the employees for reasonable periods of time to discuss the working conditions at the facility. Requests shall not be unreasonably denied and must be made by the Union at least three (3) calendar days in advance. Tours shall be permitted for up to four (4) hours.
- 7.8 **Call-Back Time/Call-In:** Employees eligible for overtime who are called back for duty or called in on the employee's day off will be guaranteed a minimum of two hours at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original two hour period, except that employees who are called back to work in excess of two hours will be paid for actual time worked. To qualify for call-in compensation, the time worked cannot be contiguous to the end of an employee's scheduled work shift. For the purposes of this section, "called back for duty" and "called in" shall refer to when an employee is required to leave their residence or remote work location and travel to return to a state worksite. Employees who are on-call in accordance with Article 7.9 shall not receive the call-back time provided in this section if they are not required to travel to a state worksite.

- 9.6 **Moving Allowance:** With the prior approval of the Agency Head and/or his/her Designee concerning reimbursable costs, employees involuntarily transferred to a new job location fifty miles or more from the employee's old residence than the old residence was from the old job location shall be reimbursed for receipted moving expenses, ~~as provided in the IRS guidelines~~. For the purposes of this section, promotions and the exercise of any bumping option shall be considered as a voluntary transfer. Notwithstanding the above, at the discretion of the Agency Head and/or his/her Designee, employees may be reimbursed for moving expenses.

The Employer may implement moving allowances for new hires. Such allowances are intended for new hires only and shall apply only to teammates who are hired from out of the State of Nebraska or who live two-hundred or more miles from the facility in which they are to be assigned. Such allowances may exceed the actual cost of moving.

- 10.8 Notice of disciplinary charges being instituted and the imposition of disciplinary action shall only take place at the worksite or by letter, and bargaining unit employees' confidentiality shall be respected during investigation or disciplinary procedures. The employer will notify the employee a minimum of 72 hours before any pre-disciplinary meeting.

Articles 11.2 and 11.3 to replace current language.

- 11.2 Effective July 1, 2023, the pay rates of each pay line are established in Appendix A, which represents a pay line increase of three percent (3%). All classifications shall have their pay line adjusted upward by three percent (3%). The following classifications shall have a pay line consisting of seven (7) steps as outlined in Appendix A: Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist. All other classifications shall have a pay line consisting of a minimum hourly rate of pay and a maximum hourly rate of pay as outlined in Appendix A.

- 11.2.1 On July 1, 2023, all employees in the following classifications - Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist, shall be placed on the pay lines established in Appendix A as follows: All employees whose hourly rate of pay as of June 30, 2023 is on a respective step of their classification's pay line shall remain on that same numbered step. All employees whose hourly rate of pay as of June 30, 2023 is between steps on their classification's pay line shall first, on July 1, 2023, be placed on the step immediately above their hourly rate of pay as of June 30, 2023, and then shall remain on that same numbered step on the pay line on July 1, 2023. All employees whose hourly rate of pay on June 30, 2023 is above the Maximum Hourly Rate, Step 7, of their classification's pay line shall receive a percentage increase to their annual full-time equivalent salary base

equal to the percentage amount that their respective classification's pay line has been increased, in this case three percent (3%).

On July 1, 2023, all employees in the following classifications – Security Communications Specialist, Security Guard, Military Security Officer Trainee, and Military Security Officer, shall receive a percentage increase to their annual full-time equivalent salary base equal to the percentage amount that their respective classification's pay line has been increased, in this case three percent (3%).

11.2.2 On July 1, 2023 employees in the following classifications—Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist—shall advance one step on their classification's respective pay line, excepting those at or above Step 7 of their classification's pay line.

Employees must be considered by their respective agency to have had at least satisfactory performance for the past calendar year (2022) in order for the step movement increase on July 1, 2023 to be implemented. Disciplinary probation does not disqualify an employee from receiving a merit increase unless identified by the Director. No employee subject to disciplinary action greater than disciplinary probation shall be eligible for a merit increase, subject to the Director's discretion.

11.2.3 On July 1, 2023, employees in the following classifications - Security Communications Specialist, Security Guard, Military Security Officer Trainee, and Military Security Officer, shall receive a two percent (2%) salary increase to their annual full-time equivalent salary base. This salary increase of two percent (2%) shall be available to those employees whose performance has been scored at least satisfactory by their agency for the past calendar year (2022).

11.3 Effective July 1, 2024, the pay rates of each pay line are established in Appendix A, which represents a pay line increase of three percent (3%). All classifications shall have their pay line adjusted upward by three percent (3%). The following classifications shall have a pay line consisting of seven (7) steps as outlined in Appendix A: Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist. All other classifications shall have a pay line consisting of a minimum hourly rate of pay and a maximum hourly rate of pay as outlined in Appendix A.

11.3.1 On July 1, 2024, all employees in the following classifications - Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist, shall be placed on the pay lines established in Appendix A as follows: All employees whose hourly rate of pay as of June 30, 2024 is on a respective step of their classification's pay line shall remain on that same numbered step. All employees whose hourly rate of pay as of June 30, 2024 is between steps on their

classification's pay line shall first, on July 1, 2024, be placed on the step immediately above their hourly rate of pay as of June 30, 2024, and then shall remain on that same numbered step on the pay line on July 1, 2024. All employees whose hourly rate of pay on June 30, 2024 is above the Maximum Hourly Rate, Step 7, of their classification's pay line shall receive a percentage increase to their annual full-time equivalent salary base equal to the percentage amount that their respective classification's pay line has been increased, in this case three percent (3%).

On July 1, 2024, all employees in the following classifications – Security Communications Specialist, Security Guard, Military Security Officer Trainee, and Military Security Officer, shall receive a percentage increase to their annual full-time equivalent salary base equal to the percentage amount that their respective classification's pay line has been increased, in this case three percent (3%).

11.3.2 On July 1, 2024 employees in the following classifications—Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist—shall advance one step on their classification's respective pay line, excepting those at or above Step 7 of their classification's pay line.

Employees must be considered by their respective agency to have had at least satisfactory performance for the past calendar year (2023) in order for the step movement increase on July 1, 2024 to be implemented. Disciplinary probation does not disqualify an employee from receiving a merit increase unless identified by the Director. No employee subject to disciplinary action greater than disciplinary probation shall be eligible for a merit increase, subject to the Director's discretion.

11.3.3 On July 1, 2024, employees in the following classifications - Security Communications Specialist, Security Guard, Military Security Officer Trainee, and Military Security Officer, shall receive a two percent (2%) salary increase to their annual full-time equivalent salary base. This salary increase of two percent (2%) shall be available to those employees whose performance has been scored at least satisfactory by their agency for the past calendar year (2023).

~~11.10 During the calendar year of 2020 and continuing until all state issued health emergency directives regarding social distancing are lifted, performance goals regarding physical attendance of meetings or training shall not be used to evaluate an employee for the purposes of considering job assignments, promotions, or eligibility for step increases in pay. Virtual attendance may still be required and considered for evaluation purposes. Training required for the purposes of meeting regulatory or certification requirements may also still be required and considered for evaluation purposes.~~

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

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

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

~~From December 6, 2021 until June 30, 2023, employees in classifications within bargaining units covered by this Labor Contract shall be eligible for overtime compensation at two times their regular hourly rate. All other provisions of Article 12.5 are applicable.~~

12.8 Employees eligible for overtime shall receive compensation at one and one-half times their hourly rate in the form of either pay or compensatory time off, at the employee's discretion, for hours worked in excess of forty hours in any work week (or 8 and 80 for hospital employees and shift workers in the Veterans' Homes and at BSDC), except that the Employer maintains the ability to choose to pay cash at any time after the employee has exercised that discretion for overtime compensation obligations.

a. The employee must indicate his/her choice of overtime compensation on the timesheet or on a required overtime approval form for the pay period during which the overtime was worked; the first overtime designation made during a pay period applies to the entire pay period;

b. The employee may not carry more than 240 hours of compensatory time (160 hours x 1.5), except that members of the Protective Service Bargaining Unit at the Department of Correctional Services may be allowed to carry more than 480 hours of compensatory time (320 hours x 1.5) -- amounts over this limit must be taken in pay.

~~From December 6, 2021 until June 30, 2023, employees eligible for overtime shall receive compensation at two times their hourly rate in the form of pay or compensatory time off, at the employee's discretion, for hours worked in excess of forty hours in any work week (or 8 and 80 for hospital employees and shift workers in the Veterans' Homes and at BSDC), except that the Employer maintains the ability to choose to pay cash at any time for overtime compensation obligations. All other provisions of Article 12.8 are applicable.~~

(Department of Health and Human Services employees covered by this Contract see Appendix C for Overtime provisions.)

(Department of Correctional Services employees covered by this Contract see Appendix M for Overtime provisions.)

12.13 ~~Employees not eligible for time and one-half overtime may, at the discretion of the Agency Head, receive up to straight time compensation in the form of pay or compensatory time off for extra hours worked. Those classifications now receiving~~

~~straight time compensation in the form of pay or compensatory time shall continue to receive such during the term of this contract.~~

- 14.1 Holidays: The following holidays, are compensated holidays for employees in all bargaining units 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
<u>Juneteenth National Independence Day</u>	<u>June 19</u>
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

- 14.4 **Work on a Holiday:** In addition to normal holiday pay, hours worked by an overtime eligible employee on the employee's designated holiday shall be compensated at 1.5 times their normal hourly rate of pay. All hours worked on the employee's designated holiday in excess of an employee's normally scheduled work day shall be compensated at two times the employee's normal hourly rate. (see Section 12.9)

~~From December 6, 2021 until June 30, 2023, in addition to normal holiday pay, hours worked by an overtime eligible employee on the employee's designated holiday shall be compensated at to times their normal hourly rate of pay. All hours worked on the employee's designated holiday in excess of an employee's normally scheduled work day shall be compensated at two and one half (2.5) times the employee's normal hourly rate. (see Section 12.9)~~

(Department of Health and Human Services employees covered by this Contract see Appendix C for Holiday provisions.)

- 14.17 **Bereavement Leave:** Up to five days of bereavement leave may be granted to employees upon request for death in the immediate family. For purposes of this section, immediate family shall mean spouse, father, mother, grandfather, grandmother, sister, brother, child, grandchild, spouse of any of these, or someone who bears a similar relationship to the spouse of the employee and any other individual for whom the employee is the legal guardian. Step-persons bearing these relationships are included. Bereavement leave shall also be applicable due to the loss of unborn persons to the employee. At the Agency Head and/or his/her Designee's discretion, the definition of immediate family may be expanded to include other individuals with a similar personal relationship to the employee as that of

an immediate family member. Bereavement leave will not be unreasonably denied and will be consistently applied.

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 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.

C.3 ~~INTERNAL EMPLOYEE TRANSFER OPTION~~

C.3.1 ~~The following option is available to employees in addition to other recruiting techniques to expedite and facilitate the filling of vacancies, without diminishing an employee’s rights and protections afforded under the provisions of Article 9 of this labor contract. Twenty four hour facilities will continue to use the provisions in C.4 in this Appendix for internal transfers.~~

C.3.2 ~~Any contract covered classification may be considered when utilizing this internal employee transfer option, as deemed appropriate by the Agency.~~

C.3.3 ~~Under this process, vacant positions will first be made available to qualified current DHHS employees for five (5) calendar days. Qualified employees must hold the same classification title as the vacant position and must be located within the same Division as the vacancy. Once available, interested employees may express their interest in the position via an application in the on line applicant tracking system. System generated responses will keep applicants informed of their progress in the process.~~

C.3.4 ~~All internal qualified employees who express interest will be considered. The successful candidate will be selected based on factors such as seniority, knowledge, experience and ability. Where two or more qualified employees rate essentially the same in all categories, classification seniority date will be used to make the final decision.~~

C.3.5 ~~If no internal employee is deemed qualified, the vacant position will be posted through the open competitive process in accordance with Article 9.1 of this labor contract. Employees who were evaluated through this process and not selected may apply for the same position through the competitive process.~~

C.3.6 ~~EMPLOYEE ACCESS TO FEDERAL TAXPAYER INFORMATION. In accordance with the Internal Revenue Service (IRS) Publication 1075, prior to the Nebraska Department of Health and Human Services (Department) granting any employee access to federal taxpayer information (FTI), the Department must initiate a suitability background investigation. The investigation must be favorably adjudicated by the Department as a condition of hire or continued employment. A reinvestigation will be initiated within 10 years of the previous background investigation. The investigation must include:~~

~~a. Federal Bureau of Investigation fingerprint check~~

~~b. Local law enforcement agency check~~

~~c. Eligibility to work in the United States~~

C.4 INTERNAL TRANSFER

~~To reduce the time positions are vacant, the following procedure will be implemented to expedite the internal transfer process for specified classes mutually agreed to by each DHHS facility and the union. New employees may not use this process while on original probation.~~

~~Vacant positions will be posted for no more than five (5) calendar days. Posting will be limited to only the 24-hour facility where the vacancy exists.~~

~~Employees who received any formal disciplinary action will be considered ineligible for this type of transfer opportunity. Period of ineligibility shall be six (6) months from the date the employee received the disciplinary action.~~

~~Once an employee successfully uses this internal transfer process, they may not use the internal transfer process again for the next 6 months. If more than one person volunteers to transfer through the process, the person selected will be the employee with the most continuous (no breaks in service) time in that classification as an employee of the agency.~~

~~In situations where the agency can demonstrate that certain qualifications and/or experience is necessary to perform the job (those specific qualifications/experience shall be listed on the posting), then the transfer opportunity shall be offered to applying employees in descending order based upon time in the class until an employee is found~~

~~who meets these criteria or until all employees applying have been considered, whichever occurs first. If the position is filled through the process, unsuccessful applicants will be notified that the position was filled through this process. If no applicant qualifies through this process, the vacant position shall be advertised as provided in Section 9.1.~~

The Employer shall allow Protective Services employees to bid two times each fiscal year on the employee's assigned post, shift, and days off. For the bidding of posts, management will identify the posts where employees will be assigned. Management may assign up to 50% of posts to relief posts, which may work in any location in the facility where the employee works. All other posts shall be assigned to a particular building or unit.

When the employee is successful in bidding for a change, movement to the new assignment will take place within 21 days of the bid except in cases where there are specific business elements/factors that necessitate a delay. In no case will movement to the new assignment exceed 45 calendar days from the date of the bid. Bids will be awarded by classification seniority.

C.11.15.2 An employee shall not be mandated to work overtime after the employee's last scheduled shift if they will be absent due to the use of approved vacation leave or compensatory time off for their full shift the following day, or where they are scheduled to use paid leave immediately following their days off. An employee, who volunteers for overtime on their scheduled day off, will not be held over for mandatory overtime on the following shift.

M.11.1 The Employer agrees to allow employees, in the Protective Services Bargaining Unit, and Department of Correctional Services employees working in areas where their job assignments are involved in a normal rotation cycle to, one time each fiscal year, either (1) Bid out of normal rotation, and accept new days off, or (2) Bid out of normal rotation, on the employee's assigned shift, and retain current days off. Employees will be afforded an additional bid, per fiscal year, to bid for days off only. When the employee is successful in bidding for a change, movement to the new assignment will take place within 21 calendar days of the bid except in cases where there are specific business elements/factors that necessitate a delay. In no case will movement to the new assignment exceed 45 calendar days from the date of the bid. ~~as soon as appropriate.~~

M.NCCW.1.2 Post/Job Assignment: The female employee assigned to the FCNR shall have the right to maintain their post/job assignment permanently or by their choice to be removed from their post/job assignment by notifying the Employer in writing 60 calendar days prior to the end of the post/job assignment.

a. If the female employee chooses not to remain in a FCNR the employee may bid into a post/job assignment within the last sixty (60) calendar days to the completion of their post/job assignment. The female employee will accept the post/job assignment and the days off assigned to the post/job assignment.

- b. If no post/job assignment is open, the employer shall open the vacating FCNR for bid; if female bids on the vacant FCNR the employer shall move the female employee vacating the female FCNR to the now open post/job assignment. If no female bids on the FCNR the employer shall assign the least senior female to the open FCNR and move the female employee vacating the FCNR to the now open post/job assignment.
- c. After completing the one year FCNR requirement, the employee may choose to maintain their current FCNR and not be subject to another one year requirement. The employee may bid to a rotating or non-rotating post/job assignment or a different FCNR at any time. But, if the employee bids into different FCNR, the one year requirement is applicable to the new FCNR.
- d. A female employee assigned to a FCNR may bid into any other FCNR at any time or any female-only post. There shall be no limit on the number of bids to fill such posts.