

## **Summary of Changes for the State of Nebraska and SLEBC 2023-2025 Labor Contract**

*The following are changes in the 2023-2025 Labor Contract between the State of Nebraska and SLEBC 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

### *Article 21.1 through 21.2*

- SLEBC shall maintain the 15 step pay plan structure throughout the course of the Labor Contract.
- On July 1, 2023 the pay lines for the following SLEBC classifications shall be increased by twenty-two and one-tenth percent (22.1%): State Patrol Trooper, State Patrol Sergeant, State Patrol Investigation Officer, and State Patrol Investigation Sergeant. The pay lines for the following SLEBC classifications shall be increased by five percent (5%): Game and Parks Conservation Officer and Fire Marshal Deputy. Placement shall occur as follows:
  - Teammates 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.
  - Teammates on or above Step 15 shall receive a 22.1% increase to their annual full-time equivalent salary base.
- On July 1, 2023, after pay line adjustment and placement, teammates shall advance one step on their pay line, unless they are at or above Step 15.
- On July 1, 2024 the pay lines for all SLEBC classifications shall be increased by five percent (5%). Placement shall occur as follows:
  - Teammates 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.
  - Teammates on or above Step 15 shall receive a 5% increase to their annual full-time equivalent salary base.
- On July 1, 2024, after placement on the new pay lines, teammates shall advance one step on their pay line, unless they are at or above Step 15.

## SUBSTANTIVE CHANGES

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<b>General</b>	The State Fire Marshal is no longer referred to as the Fire Marshal's "Office" within the Labor Contract.
<b>Article 5.3.6.1</b>	The union is allowed to meet with State Trooper candidates and other candidates during recruit camp or the training period at a mutually agreeable time as opposed to only during the first six weeks.

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<b>Article 10.4.3</b>	Specific specialized assignments garner an additional \$0.60 per hour when the duties of the specialty assignment are actually being performed. Specialized assignments to which this is applicable are: Field Training Officers, Range Instructor, Drug Recognition Expert, EVOG Instructor, Polygraph Examiner, and Defensive Tactics Instructor.
<b>Article 11.1.1</b>	Addition of Juneteenth as a holiday in the Labor Contract.
<b>Article 11.3.1.5</b>	An approved FMLA leave is now a justified reason to utilize sick leave.
<b>Article 11.4</b>	The definition of immediate family for the purposes of funeral leave now includes unborn persons bearing the relationships listed.
<b>Article 20.1.3</b>	Removal of the requirement to provide receipts for the purpose of obtaining reimbursement for maintaining civilian attire.
<b>Article 20.1.7</b>	State Fire Marshal will now pay up to \$180 per calendar year for footwear, an increase from \$150.
<b>Articles 21.3, 21.8, and 33.5</b>	Varying updates to related sections to clarify and simplify the promotion and demotion processes.
<b>Article 29.2.3</b>	Exception to progressive discipline being used as the primary consideration when dishonesty, serious discriminatory action against a protected class, or criminal activity were involved.
<b>Article 29.7.4.3</b>	Further clarification regarding what is considered “confidential or privileged” as a part of disciplinary procedures to include agency-specific personal identifiable information.

**CONTRACT UPDATES AND CLEAN UP**

<b>Article 11.3.4</b>	Clean up to match Article 22.5.
<b>Article 29.7.4.2</b>	Clean up regarding the written response during disciplinary proceedings.

**State of Nebraska and SLEBC 2023-2025 Labor Contract**

**Language Adjustments**

**Various:**     **Strike all references to Fire Marshal’s Office and insert Fire Marshal.**  
Table of Contents, 5.3.1.2, Article 7 subscript, 7.7.7, 9.1.1, 10.1.6, 10.2.1, 10.3.1, 12.5, 13.5, 16.2.1, 23.1, 24.3.1, Appendix F Title, F.1, and Index.

5.3.6.1 The State shall allow the Council to meet with State Trooper Candidates and other bargaining unit candidates, where applicable, once during each recruit camp or training period ~~during the first six weeks of training~~ at a time that is mutually agreed to by the parties. Such access will be during the normally scheduled training day and limited to one (1) hour. In addition, the Council shall be permitted to provide notice to the candidates of a meeting in subsequent weeks during off duty time.

10.4.3 Employees who are assigned to specialized assignments as listed below are eligible for additional compensation of sixty cents (\$0.60) per hour for each specialty. This additional compensation of sixty cents (\$0.60) per hour shall only be applied to hours actually performing duties in this specialty capacity, including hours spent obtaining or maintaining a certification. Once an employee is no longer assigned a specialty assignment or loses certification, the employee forfeits the specialty pay. Specialized assignments to be considered in this Section are as follows: Field Training Officers, Range Instructor, Drug Recognition Expert, EVOG Instructor, Polygraph Examiner, and Defensive Tactics Instructor.

11.1.1 Holidays

11.1.1 The following holidays are compensated holidays for employees in the 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
<u>Juneteenth</u>	<u>June 19</u>
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25

11.3.1.5 In conjunction with an approved leave under the FMLA.

11.3.4 All sick leave shall be forfeited upon separation from employment, except that an employee who retires or dies shall be paid for ~~one quarter~~ forty-five percent (45%) of his/her accumulated sick leave not to exceed six-hundred (600) hours ~~50 days~~.

11.4 Funeral Leave Up to 40 hours of funeral leave may be granted to employees 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. Step-persons and unborn persons bearing these relationships are included. 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.

20.1.3 The State shall provide an allowance equal to \$40.00 per month to be paid to nonuniformed 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~~ \$180 for footwear per calendar year. Footwear costs in excess of this amount will be paid by the employee.

**21.1 Wages -July 1, 2023 through June 30, 2024.**

21.1.1 Effective July 1, 2023, the pay rates of each pay line are established in Appendix E. Employees shall first be placed on the pay lines as follows: Employees on a step of a respective pay line as of June 30, 2023 shall remain on the same numbered step of the respective pay line as outlined in Appendix E; Employees between steps on a respective pay line as of June 30, 2023 shall be placed on the next highest step above their current wage; Employees above Step 15 of a respective pay line as of June 30, 2023 shall receive the same percentage increase that the respective pay line received (22.1% for State Patrol Trooper, State Patrol Sergeant, State Patrol Investigation Officer, and State Patrol Investigation Sergeant; 5% for Game and Parks Conservation Officer and Fire Marshal Deputy). Each pay line shall consist of fifteen (15) steps. On July 1, 2023, employees shall advance one step on their pay line, excepting those bargaining unit members who are on or above Step 15 of their pay line on June 30, 2023.

21.1.2 On July 1, 2023 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, 2024 through June 30, 2025.**

21.2.1 Effective July 1, 2024, the pay rates of each pay line shall be increased by 5% and are established in Appendix E. Employees shall be placed on the pay lines as follows: Employees on a step of a respective pay line as of June 30, 2024 shall remain on the same numbered step of the respective pay line as outlined in Appendix E; Employees between steps on a respective pay line as of June 30, 2024 shall be placed on the next highest step above their current wage; Employees above Step 15 of a respective pay line as of June 30, 2024 shall receive the same percentage increase that the respective pay line received (5% for all classifications). Each pay line shall consist of fifteen (15) steps. On July 1, 2024, employees shall advance one step on their pay line, excepting those bargaining unit members who are on or above Step 15 of their pay line on June 30, 2024.

21.2.2 On July 1, 2024 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 For purposes of defining changes in step movement the State Patrol has categorized two different position levels for each classification. At the discretion of the Superintendent, interviews may be required for a move from a position assigned to a lower pay line to a position assigned to a higher pay line, regardless of the Level assigned.

Level 1 positions: State Patrol Trooper, Executive Protection Trooper, Trooper Performing Pilot Duties, and Investigation Officer.

Level 2 positions: State Patrol Sergeant, Investigation Sergeant, Executive Protection Sergeant, and Sergeant Performing Pilot Duties.

~~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~~ A bargaining unit member who moves to a different position within their current Level shall be placed on the same numbered step of the pay line of their new position. ~~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 15<sup>th</sup> step of the new pay line.

- 21.3.3 A Level 1 bargaining unit member who has served in their position a minimum of 24 months and is promoted to a Level 2 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. ~~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 Level 1 position ~~specialty position or duty assignment capacity, or as an Investigative Officer,~~ for less than 24 months, an Officer who is promoted to a Level 2 position ~~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 ~~After serving in a position~~ 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 ~~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.~~
- 21.3.6 ~~A bargaining unit member, who is demoted either voluntarily or involuntarily, from a higher pay line to a lower pay line, shall be placed on the step in the new pay line which results in a 5% salary reduction, but in no case will the new rate of pay be above the rate assigned to the 15<sup>th</sup> step of the new pay line.~~
- 21.3.7 A former bargaining unit employee who is terminated from a supervisory position in the same agency, except for disciplinary reasons, shall be eligible to return to the bargaining unit on the pay line which correlates to the same rate of pay they would have been earning had they remained in the prior position and had not promoted out of the bargaining unit corresponds with his/her years of service at the time of promotion to the supervisory position. Eligibility shall mean the mutual consent of the Employer and the Council.
- 21.8 ~~Officers performing Executive Protection duties shall have their pay adjusted to the same numbered step of the State Patrol Investigation Officer located in Appendix E that they occupied as a State Patrol Officer. Any officer performing Executive Protection Sergeant duties shall have their pay adjusted to the same numbered step of the State Patrol Investigation Sergeant located in Appendix E that the person occupied as a State Patrol Sergeant. Officers performing Executive Protection or Executive Protection Sergeant duties shall return to the pay line they occupied prior to performing such duties, at the same numbered step currently occupied, when no longer performing Executive Protection or Executive Protection Sergeant duties.~~
- 29.2.3 The parties agree that the progressive discipline techniques should be the primary focus when considering the level of discipline to be used in all cases except those concerning dishonesty, serious discriminatory action against a protected class, or criminal activity engaged in while on duty, or criminal activity off duty involving violence, drugs, or crimes of dishonesty. The use of progressive discipline shall take into consideration the nature, related disciplinary history and severity of the infraction when considering the level of discipline to be suggested or imposed. The goal of progressive discipline is to apply the minimum level of discipline which will bring the employee's performance to the expected level.
- 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 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. 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 in the written response 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. 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.

29.7.4.3 “Confidential or privileged” as used herein shall refer to the name or identity, including agency-specific personal identifiable information, of a person providing information about an employee to the Agency ~~and~~ or who otherwise fits within the definition of Chapter 27 of the Nebraska State Statutes. Information which the Agency intends to use to impose discipline in the administrative process shall be made available to the employee or his/her representative, but the name or identity of the person providing such information, including agency-specific personal identifiable information, may be removed from the report if the same is deemed “confidential or privileged” as defined herein.

33.5 Bargaining unit positions assigned to specialty divisions/positions, regardless of Level per Section 21.3.2, which are listed below shall not be governed by Section 33.1, 33.2, and 33.3 of this agreement. Specialty divisions/positions shall be defined as: Air Wing, Police Service Dog Handlers (K9), Training Academy Sergeants, ISO Sergeants, and Carrier Enforcement Investigative Sergeants.

The Patrol may conduct an interview process for all positions the rank of Sergeant and below ~~below the rank of Sergeant~~ in which the primary responsibility is other than traffic or motor carrier enforcement. If a selection process is not conducted sections 33.1, 33.2 and 33.3 shall apply.