

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made and entered into between the Nebraska Association of Public Employees Local #61 of the American Federation of State, County, and Municipal Employees (NAPE/AFSCME) and the State of Nebraska (State) to amend the 2021-2023 Labor Contract (Labor Contract) between the parties. The Labor Contract language outlined and agreed to below shall amend the current Labor Contract sections as specified. This agreement is effective June 24, 2022 unless otherwise specified. Except as set forth in this Letter of Agreement, the Labor Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Letter of Agreement and the Labor Contract, the terms of this Letter of Agreement will prevail. The parties agree that Section 11.3.4 added by this Letter of Agreement applies retroactively and that the State has complied with the dates set forth therein.

*The following sections shall be amended or added to the Labor Contract as follows:*

11.3.4 Effective June 20, 2022, the minimum rate, Step 1, and the maximum rate, Step 40, of pay for the following classification shall be adjusted to the amounts shown below and reflected in Appendix A.

	<u>Min. Rate</u>	<u>Max. Rate</u>
<u>State Financial Systems and Reports Coordinator (A19420)</u>	<u>\$28.831</u>	<u>\$42.500</u>

On June 20, 2022, employees in the above specified classification shall be placed on the pay line established in Appendix A as follows:

All employees whose hourly rate of pay is on a respective step of the classification's pay line as of June 19, 2022 shall remain on that same numbered step on June 20, 2022.

All employees whose hourly rate of pay is between steps on the classification's pay line as of June 19, 2022 shall first, on June 20, 2022, be placed on the numbered step immediately above their hourly rate of pay as of June 19, 2022, and then shall remain on that same numbered step on the pay line on June 20, 2022.

All employees whose hourly rate of pay is above the Maximum Hourly Rate, Step 40, of their classification's pay line as of June 19, 2022 shall receive a \$3.089 increase to their annual full-time equivalent salary base on June 20, 2022.

The pay line adjustments on June 20, 2022 for the classification listed here in Article 11.3.4 (A19420 – State Financial Systems and Reports Coordinator) shall supersede and replace any pay line adjustments provided for in Article 11.3 of the Letter of Agreement between NAPE/AFSCME and the State signed October 25, 2021.

The following section of the Labor Contract shall be modified:

The pay line for the classification State Financial Systems and Reports Coordinator (A19420) in Appendix A of the Labor Contract shall be deleted and replaced by the following pay line:

A19420		State Financial Systems and Reports Coordinator					
1	28.831	11	31.847	21	35.179	31	38.860
2	29.119	12	32.166	22	35.531	32	39.248
3	29.411	13	32.487	23	35.886	33	39.641
4	29.705	14	32.812	24	36.245	34	40.037
5	30.002	15	33.140	25	36.608	35	40.438
6	30.302	16	33.472	26	36.974	36	40.842
7	30.605	17	33.807	27	37.344	37	41.250
8	30.911	18	34.145	28	37.717	38	41.663
9	31.220	19	34.486	29	38.094	39	42.080
10	31.532	20	34.831	30	38.475	40	42.500

11.11 The Director of State Personnel will forward in-grade hiring requests and in-grade salary adjustments to the Employee Relations Administrator when such requests exceed ~~Step 12~~ Step 15 of the pay line for any classification. Such requests shall include, if applicable, similar salary adjustments for incumbent employees possessing the same job qualifications or unique job-related factors. The Union and the Employee Relations Administrator will discuss these requests, meet concerning them if necessary, and in instances where both parties agree with the request, it will be implemented. The Union will respond to such requests within one and one-half workdays of receipt of the request. In the event the parties are unable to reach an agreement in conjunction with such requests, the Employer shall have the ability to hire employees into the range and make appropriate equity adjustments to other employees in the same agency and classification. The Union shall be entitled to initiate a grievance on behalf of named adversely affected employees in the same agency and classification, at Step 2 of the process. The employee must sign the grievance, and the employee may withdraw his/her name from the grievance at any point during the process.

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 in Appendix A as exempt. Those classifications identified as exempt in Appendix A 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 under this agreement if entitled to overtime under the Fair Labor Standards Act (FLSA), shall be compensated at time and one-half for overtime hours worked.

From November 8, 2021 until ~~June 30, 2022~~ June 30, 2023, employees covered by this Labor Contract who are assigned by their agency to work at or have as their permanently assigned location one of the 24-hour facilities as listed in Article 7.14 shall be eligible for overtime compensation at two times their regular hourly rate for all hours worked at one of the 24-hour facilities as listed in Article 7.14 except for those classifications identified as exempt. Those classifications identified as exempt shall not be eligible for overtime compensation at two times their regular rate of pay. 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 qualifying hospital employees and shift workers in the Veterans' Homes and at BSDC, LRC, NRC, and Whitehall), except that the Employer maintains the ability to choose to pay cash at any time 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) -- amounts over this limit must be taken in pay.

From November 8, 2021 until ~~June 30, 2022~~ June 30, 2023, employees covered by this Labor Contract who are assigned by their agency to work at or have as their permanently assigned location one of the 24-hour facilities as listed in Article 7.14 and 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 at one of the 24-hour facilities as listed in Article 7.14 in excess of forty hours in any work week (or 8 and 80 for qualifying hospital employees and shift workers in the Veterans' Homes and at BSDC, LRC, NRC, and Whitehall), except that the Employee 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.)

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 November 8, 2021 until ~~June 30, 2022~~ June 30, 2023, in addition to normal holiday pay, hours worked at one of the 24-hour facilities as listed in Article 7.14 by an overtime eligible employee who is covered by this Labor Contract who has as their permanently assigned location one of the 24-hour facilities as listed in Article 7.14, on the employee's designated holiday, shall be compensated at two 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)

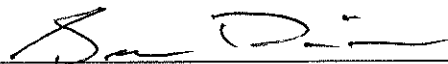
(Department of Health and Human Services employees covered by this Contract see Appendix C for Holiday provisions.)

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

Dated this 24<sup>th</sup> day of June, 2022.



Justin Hubly, Executive Director  
NAPE/AFSCME



Sean Davis, Chief Negotiator/Administrator  
DAS – Employee Relations  
State of Nebraska