

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

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

### *Appendix A*

On July 1, 2023 the salary schedule base will be increased by 4%.

On July 1, 2024 the salary schedule base will be increased by 4%.

## SUBSTANTIVE CHANGES

<b>Article 2.3</b>	This addition specifically lists SCATA schools at DCS and DHHS for clarity.
<b>Article 5.11</b>	Provides that teachers are allowed representation at investigatory meetings that might lead to discipline, including pre-disciplinary meetings. Representation is not allowed at routine supervisory meetings.
<b>Article 6.2</b>	Clarifies that for the purposes of probation the “first two years” are 24 months (calendar years).
<b>Article 6.9.1</b>	Requires agencies to provide confidential workspaces and storage unless doing so is unreasonable or the facility is not able to do so.
<b>Article 6.19</b>	Increases the rate of compensation from \$25 to \$40 per class period for situations in which a teacher gives up their planning time to substitute teach a class.
<b>Article 7.13</b>	For Level One of the grievance process the matter is to be heard and responded to by the decision maker, and language is added to clarify that this is primarily the Principal.
<b>Article 8.3</b>	Sick leave is now allowed to be used in conjunction with any approved FMLA.
<b>Article 8.10</b>	Funeral leave is clarified as applicable to step-persons and the loss of unborn persons bearing the immediate family relationships outlined.
<b>Article 8.19</b>	The language outlines the vacation session schedule for Morton School and NYA.
<b>Article 8.20</b>	In an effort to make the Catastrophic Illness Donation Program consistent with the Maternity Leave Donation Program, language has been altered to indicate that a donor teammate must only maintain at least 4 hours of personal leave when donating. Formerly it had been 8 hours.
<b>Article 12.4</b>	Agency Heads have the discretion to credit incoming teachers with more than 12 years of teaching experience and then hire teachers above Step 13 of the salary schedule .

<b>Article 12.8</b>	Tuition assistance is now set at a reimbursement rate of at least 75% (up to 100%). Tuition assistance is now also available to all teachers six months after their hire date, even if they are still on probation.
<b>Article 12.9</b>	This language reworks the professional development options at DHHS facilities. If professional development is required by the Agency, or a request beyond what is required is approved by the Agency, it is to be reimbursed 100%.
<b>Article 14.2</b>	This language states that the Employer shall provide a safe working environment and maintain facilities and equipment. The Employer shall also comply with Neb. Rev. Stat. Section 48-443.

**CONTRACT UPDATES AND CLEAN UP**

<b>Article 4.1.4</b>	Clarifies that it is five “working” days’ notice that must be provided when changing duties and responsibilities. Formerly just stated 5 days.
<b>Article 6.1</b>	Update to dates.
<b>Article 6.3.3</b>	Deletion of this section in its entirety.
<b>Article 6.6</b>	Section dealing with employment periods and contract days clarified by cleaning up the list of facilities to which those various provisions apply.
<b>Article 7.15</b>	Updated the reference to the State Personnel Rules and Regulations regarding the State Personnel Board Appeal process for grievances.

# State of Nebraska and SLEBC 2023-2025 Labor Contract

## Language Adjustments

2.3 SCATA schools under the Department of Correctional Services (DCS) are as follows: Community Corrections Center – Lincoln (CCCL), Community Corrections Center – Omaha (CCCO), Nebraska Correctional Center for Women (NCCW), Nebraska Correctional Youth Facility (NCYF), Nebraska State Penitentiary (NSP), Omaha Correctional Center (OCC), Reception and Treatment Center (RTC), Tecumseh State Correctional Institution (TSCI), and Work Ethic Camp (WEC).

SCATA schools under the Department of Health and Human Services (DHHS) are as follows: Youth Rehabilitation and Treatment Center – Kearney (YRTC-K), Youth Rehabilitation and Treatment Center – Hastings (YRTC-Hastings), Youth Rehabilitation and Treatment Center – Lincoln (YRTC-Lincoln), and Lincoln Regional Center (LRC) – Morton School and Nebraska Youth Academy (NYA).

4.1.4 The right to establish, allocate, assign, or modify an employee’s duties and responsibilities. Management agrees to give employees a minimum of five (5) working days’ notice of changes except in emergency situations.

5.11 Upon request teachers shall be allowed representation at investigatory meetings which have the potential to lead to discipline and pre-disciplinary meetings. However, representation shall not be allowed when the purpose of the meeting is solely to deliver the written notice of allegations. Unless otherwise agreed to, the employees are not entitled to representation at routine supervisory and/or nondisciplinary counseling conferences.

6.1 The term of this contract shall be July 1, ~~2024~~2023 through June 30, ~~2023~~2025.

6.2 For the purposes of employment, teachers covered by this labor contract shall be on a probationary period during the first two years (24 months) of employment and may be terminated during the probationary period without cause per Neb. Rev. Stat. Sec. 79-845.

~~6.3.3 Teachers required to be on call, shall be compensated at the rate of \$1.25 per hour for each hour spent in such on-call status.~~

6.6 The annual employment period shall be 188 days for teachers employed at ~~YRTC-Kearney~~; 185 days for teachers employed at ~~YRTC-Geneva~~; 188 days for teachers employed at ~~YRTC-Lincoln~~; 188 days for teachers employed at ~~LRC~~; and 188 days for ~~teachers employed at HRC DHHS system facilities~~. Within the above contract days at ~~YRTC-Kearney, YRTC-Geneva, HRC, and LRC DHHS system facilities~~, there shall be at least six non-student contact days per year with at least one-half day at the end of each grading period with no mandatory training during these one-half days, as part of the school calendar.

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

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

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

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

- 6.9.1 The Employer shall provide access to a confidential workspace and storage for documentation when reasonable and facility resources allow.
- 6.19 A good faith effort will be made to secure an outside substitute before a bargaining unit teacher is asked to serve as a substitute. Aides shall not be assigned teaching duties, per state law and regulations.

At ~~YRTC Kearney and YRTC Geneva~~ DHHS system facilities, teachers shall be compensated at the rate of ~~\$25.00~~ \$40.00 per class period ~~with prior approval from the Principal,~~ to give up their planning time to substitute teach a single class. Substitutions shall require approval by the Principal.

Substitute teachers at DCS facilities shall be approved by DCS.

- 7.13 Level One: All grievances must be initiated within fifteen (15) work days of the occurrence, or the date when the employee first became aware of the occurrence. The grievant shall reduce the grievance to writing on the approved form and give or send the original to the decision maker or Principal. The decision maker or Principal shall provide a written response to the grievance within five (5) work days after receipt of the grievance. Failure of the decision maker or Principal to respond within five (5) work days shall cause the grievant to proceed to level two of this procedure. Before the decision maker or Principal returns the answer to the grievance at the first step to the employee, he/she shall have the response reviewed by the Chief Executive Officer/Designee of the Facility.
- 7.15 Level Three: If a satisfactory resolution of the grievance is not reached at Level Two the grievant may file the grievance in writing with the State Personnel Board within five (5) work days of receipt of the written response at Level Two. The State Personnel Board shall conduct a grievance hearing and shall issue a written response to the grievance. Such written response shall be the final administrative decision unless the aggrieved party

wishes to seek court action. The parties to the grievance appeal shall follow the State Personnel Board Appeal process outlined in Title 273 – Nebraska Administrative Code, Chapter 14, Section 08.03 ~~Chapter 15, Section 008.04~~.

- 8.3 Teachers are entitled to use sick leave under the following situations:
- a. When unable to perform duties because of sickness, injury, or disability.
  - b. When undergoing medical, surgical, dental, and optical examinations or treatments, which the employee is unable to schedule during other than work hours.
  - c. When presence at work would jeopardize the health of others by exposing them to a contagious disease.
  - d. When the illness, injury, or disability of an immediate family member requires the employee's presence. Immediate family in this case means spouse, children, siblings, or parents and others bearing the same relationship to the teacher's spouse. At the Agency Head and/or his/her Designee's discretion, with input from the immediate supervisor, 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.
  - e. In conjunction with an approved leave under the FMLA.
- 8.10 Up to five (5) contract days of funeral leave shall be granted for each death in the immediate family. Immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters, or persons bearing the same relationship to the spouse. 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. This leave shall be up to five consecutive contract days contiguous to the day of the funeral.
- 8.19 ~~HRC and~~ LRC will hold school year round. Teachers at ~~HRC and~~ LRC will work 188 days during the contract year. The school year will be divided into five segments (Sessions 1-5) consisting of 47 school days. Each teacher will be assigned to work four of the five segments. The determination of which segments a teacher will be assigned to work shall be established by State seniority. Management, at its discretion, will include days on which all teachers will be on leave (for example Winter break, Spring Break, etc.). These days do not count toward the 188 contract days.

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

**Teacher Vacation Session Schedule For LRC 2023-2024 (Morton School and NYA)**

<u>Session 1</u>	<u>7-5-23</u>	-	<u>9-6-23</u>
<u>Session 2</u>	<u>9-11-23</u>	-	<u>11-10-23</u>

<u>Session 3</u>	<u>11-15-23</u>	<u>-</u>	<u>1-31-24</u>
<u>Session 4</u>	<u>2-5-24</u>	<u>-</u>	<u>4-12-24</u>
<u>Session 5</u>	<u>4-17-22</u>	<u>-</u>	<u>6-19-24</u>

**Teacher Vacation Session Schedule For LRC 2024-2025 (Morton School and NYA)**

<u>Session 1</u>	<u>7-2-24</u>	<u>-</u>	<u>9-4-24</u>
<u>Session 2</u>	<u>9-9-24</u>	<u>-</u>	<u>11-8-24</u>
<u>Session 3</u>	<u>11-13-24</u>	<u>-</u>	<u>1-30-25</u>
<u>Session 4</u>	<u>2-4-25</u>	<u>-</u>	<u>4-14-25</u>
<u>Session 5</u>	<u>4-17-25</u>	<u>-</u>	<u>6-19-25</u>

8.20 Catastrophic Illness Donation. The provisions of this section are non-grievable. Employees may contribute accrued personal leave to benefit another State employee in the same agency suffering from a catastrophic illness. Personal leave shall be donated in no less than four (4) hour increments. The contributing employee must identify the specific amount of time donated and the name of the recipient of the donated personal leave on forms provided by the Employer for this purpose. Personal leave donated and transferred to another State employee pursuant to this provision shall be irrevocably credited to the recipient's catastrophic leave account.

The recipient cannot use the donated leave until the date the leave is actually donated. The agency shall transfer donated leave to the recipient's account on an as needed basis. However, the agency shall not transfer more than the equivalent of 10 of the recipient's workdays of leave into his/her account at any one time if the employee is paid bi-weekly; and the agency shall not transfer more than the equivalent of 23 of the recipient's workdays of leave into his/her account at any one time if the employee is paid monthly.

Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation. Leave transferred will be converted to a dollar value and then converted to hours based on the recipient's hourly rate e.g., the leave donor's salary is \$6.00 per hour and the recipient's salary is \$12.00 per hour; thus a donor must transfer twice the amount of hours to achieve full conversion. The agency shall not transfer more donations until this amount is exhausted. All donations remaining in the employee's catastrophic illness account when the employee's employment terminates, or when the employee dies, shall be forfeited, and no payout for these forfeited hours shall be made. No more than the

equivalent of 1200 hours of donated leave may be received by an employee during a twelve month period.

Eligibility of Recipient:

1. Must be suffering a serious illness or injury resulting in a prolonged absence of at least thirty work days during the past six months (a normal pregnancy does not qualify for Catastrophic Illness Donation).
2. Must produce satisfactory medical verification.
3. Must have completed original probation.
4. Must have exhausted all earned paid leave time including compensatory time off, sick leave and personal leave.
5. Must not have offered anything of value in exchange for the donation.

Eligibility of Donor Employee:

1. Only four (4) hour increments of personal leave may be donated.
2. Must not have solicited nor accepted anything of value in exchange for the donation.
3. Must have remaining to his/her credit at least ~~8~~ 4 hours of accrued personal leave, if donating personal leave.

- 12.4 Initial placement on the salary schedule shall be in accordance with each teacher's degree level and years of experience, as of the beginning of each school year.

Teachers shall be credited for up to and including twelve (12) years of successful prior teaching experience when initially placed on the schedule. Maximum step placement shall be Step 13. At the Agency Head and/or his/her Designee's discretion, teachers may be credited for more than twelve (12) years of successful prior teaching experience when initially placed on the schedule, and maximum step placement could exceed Step 13.

- 12.8 Tuition Assistance: Teachers enrolled in courses of instruction directly related to their work may be reimbursed a minimum of 75 percent, and up to 100 percent of tuition costs upon approval of the appropriate Administrator. The tuition assistance benefit will begin six (6) months after the teacher's hire date.

- 12.9 ~~Professional Development Program. Teachers will be provided a Professional Development Program, at HRC and LRC which will be defined as assistance for graduate level courses that are directly related to serving the needs of a teacher's current student population and are not offered during non-work times or any other time during the year. The course must be approved by his/her supervisor. This program allows the individual facility to provide the 75% tuition reimbursement following the policy guidelines for tuition assistance and for the teacher to attend the class during work time.~~



**Professional Development at DHHS Facilities.** The Employer will provide professional development that is directly related to serving the needs of a facility's student population. Professional development provided or required by the Employer shall be reimbursed 100% and occur during work time. A teacher may pursue other opportunities for professional development. If the professional development is approved by his/her supervisor it will be reimbursed 100%, and teachers shall be allowed to use Professional Leave per Article 8.12 of this Labor Contract.

14.2 Recognizing the intrinsic nature of each job performed in the State, the Employer agrees to provide a safe working environment. The Employer agrees to maintain all state facilities, buildings, grounds, and equipment in accordance with directions of the applicable federal and state agencies. The Employer agrees to comply with Neb. Rev. Stat. Section 48-443. In the event the building or worksite is leased from a county or other third party, it shall be the Employer's responsibility to diligently and timely pursue improvements that will make the worksite safe and healthy.