

## LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made and entered into between the Fraternal Order of Police, Lodge 88 (FOP 88) and the State of Nebraska (State) to amend the 2019-2021 Labor Contract (Labor Contract) between the parties.

*The parties agree to add the following to Appendix C:*

### C.13 USE OF CONTRACTED AGENCY STAFF AT THE LINCOLN REGIONAL CENTER (LRC)

C.13.1 When staffing levels for positions that perform the work of Mental Health Security Specialists drop below 85% and the Department determines that it needs to use contracted agency staff to supplement the existing workforce, the union shall be notified prior to implementation.

C.13.1.1 The Department's use of contracted agency staff is to serve as a supplement to LRC employees, including out of class, temporary and on call employees. Contracted agency staff shall not be used as a substitute for hiring permanent Mental Health Security Specialists covered by the bargaining unit. The Department shall make good faith efforts to use the State of Nebraska's SOS temporary staff program employees to supplement the existing LRC workforce prior to using contracted agency staff. Use of contracted agency staff shall decrease as the number of vacant Mental Health Security Specialist positions decreases.

C.13.1.2 Upon request from the President of the Fraternal Order of Police, Lodge 88, the agency will provide the total number of individual shifts of work assigned for Mental Health Security Specialists that were served in the prior pay period, and the number of shifts that (1) were filled with bargaining unit employees; (2) were filled with contracted agency staff; (3) were filled with SOS temporary employees; and (4) shifts that were not filled. The President of FOP 88 shall be limited to one request of information per month.

### C.13.2 SCHEDULING OVERTIME– PREARRANGED VOLUNTARY OVERTIME (PVOT)

C.13.2.1 Pre-arranged overtime shifts, as they become available, shall be prearranged as far out as the staff schedule allows, and shall be made available to all LRC employees, as well as contracted agency staff, by the LRC staffing office. Such shifts shall be made available in four and/or eight hour increments. LRC employees and contracted agency staff shall email the LRC staffing office, wherein they can request the four or eight hour increments on the shifts and days that are available. Any PVOT request shall be acknowledged by the LRC staffing office by email.

C.13.2.2 The LRC staffing office shall keep a running list of LRC employees and contracted agency staff that have requested each available overtime shift. LRC employees shall have first choice of overtime shifts, regardless of the order in which contracted agency staff requested it. LRC employees shall be placed on the list based on the order in which they requested the shift, and priority shall go to those who requested it first.

C.13.2.3 When overtime opportunities arise without sufficient notice to include them in the pre-arranged voluntary overtime postings, the Department shall follow the overtime procedures provided for in Appendix C.11 through C.11.16.1.

### C.13.3 CANCELLING PVOT

C.13.3.1 The LRC staffing office shall advise LRC employees and contracted agency staff of the cancellation of any PVOT shift that has been requested based on the compiled PVOT list. Cancellation shall proceed in the following order:

- Cancellation of four hour PVOT shifts for contracted agency staff.
- Cancellation of eight hour PVOT shifts for contracted agency staff.
- Cancellation of four hour PVOT shifts for out of class LRC employees.
- Cancellation of eight hour PVOT shifts for out of class LRC employees.
- Cancellation of four hour PVOT shifts for LRC employees, starting at the bottom of the rotation and working to the top of the list.
- Cancellation of eight hour PVOT shifts for LRC employees, starting at the bottom of the rotation and working to the top of the list.

C.13.4 SCHEDULING OF SHIFTS AND DAYS OFF. LRC bargaining unit employees shall have priority in the choice of shifts and days off over contracted agency staff.

The parties agree to revise the reference in Section 10.3 from M.14.1 to M.13.1.

The parties agree to revise the reference in Section 17.1 from Section 11.8 to Section 11.6.

Dated this 6<sup>th</sup> day of August, 2019.

  
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Gary Young, Chief Negotiator  
Fraternal Order of Police, Lodge 88

  
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Mike Chipman, President  
Fraternal Order of Police, Lodge 88

  
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William J. Wood, Chief Negotiator  
State of Nebraska