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IDnum 328 **Language** English **Country** United States **State** NE

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 61

Occupations Represented
Multiple occupations represented

Bargaining Agency State of Nebraska

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

Labor Contract Between

The State of Nebraska

and

The Health & Human Care Non-Professional Bargaining Unit

The Examining, Inspection and Licensing Bargaining Unit

The Health & Human Care Professional Bargaining Unit

The Engineering, Science & Resources Bargaining Unit

The Maintenance, Trades & Technical Bargaining Unit

The Social Services & Counseling Bargaining Unit

The Administrative Professional Bargaining Unit

The Administrative Support Bargaining Unit

The Protective Service Bargaining Unit

represented by

The Nebraska Association of Public Employees

Local 61

of the

American Federation of

State, County and Municipal Employees

(NAPE-AFSCME)

JULY 1, 2001 - JUNE 30, 2003

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ARTICLE 1 - PREAMBLE

- 1.1 This Contract made and entered into 30th day of April 2001, at Lincoln, Nebraska, pursuant to the provisions of Chapters 48 and 81, Reissue Revised Statutes of Nebraska, 1943 (R.R.S.) by and between the State of Nebraska (*hereinafter referred to as the Employer*) and the Nebraska Association of Public Employees, Local #61 of the American Federation of State, County, and Municipal Employees (*hereinafter referred to as the Union*), as representative of employees, except as modified by Article 2.2, employed by the State of Nebraska in classes assigned to the following bargaining units as certified by the Nebraska Commission of Industrial Relations (CIR):

Maintenance, Trades and Technical (M)	Administrative Professional (A)
Social Services and Counseling (C)	Administrative Support (S)
Health and Human Care/Non-Professional (I)	Protective Service (P)
Engineering, Science and Resources (E)	Examining, Inspection & Licensing (X)
Health and Human Care Professional (H)	

For purposes of the 2001-2003 Labor Contract between NAPE/AFSCME, Local 61 and the State of Nebraska, the three agencies comprising the Health and Human Services System shall be treated as one agency.

- 1.2 This Contract supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and together with any letters of understanding executed concurrently (or after) with this Contract constitutes the complete and entire agreement between the parties, and concludes collective bargaining over the issues contained herein.
- 1.3 The parties acknowledge that during the negotiations which resulted in this Contract, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the Employer and the Union, for the duration of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Contract. This Contract may only be amended during its term by the parties' mutual agreement in writing.
- 1.4 The Employer agrees that prior to making any change in terms and conditions of employment which are mandatory subjects of bargaining and not otherwise covered by this Contract, to meet and bargain with the Union in an attempt to reach an agreement. If no agreement is reached, the terms and conditions of employment shall not be altered, unless the Employer has a compelling need to change a term or condition of employment. When the Employer has a compelling need to change a term or condition of employment and no agreement has been reached through bargaining, the Employer may implement the change and the unresolved issue may by mutual agreement, at the time of the dispute, of the parties be submitted to final and binding arbitration. The losing party shall bear the cost of arbitration. Notwithstanding the above, the Union and the Employer reserve their rights to enforce this and any provision of the contract through the courts.
- 1.5 Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven calendar days prior to the effective date of the rule. The

Employer agrees to only establish or amend work rules in a reasonable manner. For purposes of this Article, work rules are defined as and limited to rules promulgated by the Employer within its discretion which regulate the job related personal conduct of employees. Work rules shall not conflict with the terms of this Contract. Work rules shall be available, upon request, to bargaining unit employees. Upon request specified work rules will be provided to the Union.

- 1.6 The Agency shall insure that all employees are equally treated with respect and dignity and are afforded the right of privacy when being counseled on performance issues.

ARTICLE 2 - RECOGNITION AND UNION SECURITY

- 2.1 The Employer recognizes the Union as the exclusive collective bargaining agent for employees as certified by the Nebraska Commission of Industrial Relations (CIR) as set forth in Appendix A. The Employer will not during the life of this Agreement bargain with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement, which are considered to be mandatory subjects of collective bargaining.
- 2.2 The Employer and the Union agree that for purposes of administration, this Contract shall pertain to bargaining unit employees who occupy the position class titles set forth specifically in Appendix A, except for temporary employees and employees occupying positions identified as supervisory or confidential either as agreed upon by the Employer and the Union or as identified at any time by the Commission of Industrial Relations or court of proper jurisdiction.
- 2.3 In accordance with section 48-837 of the Nebraska State Statutes, employees shall have the right to join and participate in, or to refrain from joining and participating in the Union. There shall be no interference, restraint, or coercion by the Employer or the Union against any employee because of membership or non-membership in the Union, or for exercising their rights under this Contract.
- 2.4 The Employer shall notify the Union of newly created classes and classification title changes on a quarterly basis. If the parties are unable to reach agreement as to the inclusion or exclusion of new classifications from the bargaining unit, they shall submit such classifications to the CIR for unit clarification. Newly created titles shall be assigned to the appropriate bargaining unit by the State Personnel Division. The parties shall meet to negotiate placement of these titles if the Union does not agree with the State Personnel Division's placement. All new classification titles and specifications shall be supplied to the Union as soon as finalized, but no later than ten days prior to the meeting.
- 2.5 **Dues Deduction:** Upon receipt of a voluntary written individual authorization order from any of its employees covered by this Contract on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union. Employees may withdraw membership from the Union only during the month of June each year by notifying the Union in writing of their withdrawal. The Union will place the names of those withdrawing on the list of employees as described in 2.7 below.
- 2.6 Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be

certified to the Employer in writing by the authorized representative of the Union.

- 2.7 Upon receipt of a list of employees for whom dues deductions are to stop, certified to the Employer in writing by an authorized representative of the Union, the Employer will discontinue the automatic payroll dues deductions from such employees.
- 2.8 No other employee labor organization shall be granted or allowed to maintain payroll deduction for employees covered by this Contract.
- 2.9 The Employer shall submit to the Union a monthly "Agency Deduction Report" listing employees with Union dues deductions both in paper and in floppy disk format.
- 2.10 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of section 2.5 through 2.9, and section 2.14.
- 2.11 **Bulletin Boards:** The Union shall be afforded space on accessible existing and new bulletin boards mutually agreed by the parties to be used for posting of general employee information.
- 2.12 Union Stewards, as defined in Article 6, whose names have been certified to the Employer in writing, may, during non-work time, post Union notices on such bulletin boards. Except in locations where stewards have been designated, the Union may also certify to the Employer certain bargaining unit employees, who shall be called Bulletin Board Representatives. Bulletin Board Representatives shall perform their sole function of posting Union information on bulletin boards on non-work time. Material to be placed on the bulletin boards shall be limited to notices of the Union's recreational, educational and social affairs, notices of Union elections, appointments and results of Union elections and notices of Union meetings. *Notices not to exceed one typewritten page, meeting the criteria to be placed on bulletin boards, will be placed on office vision or a state authorized e-mail system, and sent to the appropriate users by the Employee Relations Division, when requested by the union. In situations where the notice is to be sent to a restricted group of users, the union will supply the Employee Relations Division with a list of such users and their office vision numbers. No more than two notices per week shall be published in this manner unless additional notices are approved by the Employee Relations Division. Employees may not respond to notices via office vision or any state authorized e-mail system. All notices other than those notices of the Union's recreational, educational, and social affairs, notices of Union elections, appointments and results of Union elections and notices of Union meetings, shall be presented to the Agency Head and/or his/her Local Designee for approval. The agency shall provide notice of decision within one work day. Such notices, if approved, shall indicate both posting and removal dates. The Union will be responsible for posting and removal of all Union notices.*
(The italicized language in this section does not apply to E Bargaining Unit employees.)
- 2.13 At the beginning of each quarter, the State will provide the Union with a floppy disk at the Union's expense and printed list containing the names, home mailing addresses, agencies, class titles, class codes, and work sites of all newly hired, transferred, demoted or promoted employees in the bargaining units. The Union will keep this list confidential.

- 2.14 At the beginning of each fiscal year, and thereafter on a monthly basis throughout the period of this agreement, the State shall provide the Union with a floppy disk at the Union's expense containing names, home mailing addresses, agencies, class codes, class titles, pay grades, annual salaries, work sites (by city and building), dates employed, and bargaining unit assignment of each employee in the bargaining units. At the beginning of each fiscal year the above detailed report shall also be provided in hard copy to the Union. The Union will keep this list confidential

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 It is understood and agreed that the Employer possesses the right to operate and direct the employees of the State and its various agencies to the extent that such rights do not violate its legal authority, and to the extent such rights are not modified by this Contract. These rights include, but are not limited to:
- 3.2 The right to determine, effectuate and implement the State's budget, mission, goals, and objectives.
- 3.3 The right to manage and supervise all operations and functions of the State.
- 3.4 The right to establish, allocate, schedule, assign, modify, change and discontinue Agency operations, work shifts, and working hours.
- 3.5 The right to establish, allocate, assign, or modify an employee's duties and responsibilities and the resulting classification of such duties and responsibilities.
- 3.6 The right to establish, modify, change and discontinue work standards.
- 3.7 The right to hire, examine, promote, train, transfer, assign, and retain employees; suspend, demote, discharge or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds, or the employee's inability to physically perform his/her assigned duties after the Employer has attempted to accommodate the employee's disability.
- 3.8 The right to increase, reduce, change, modify and alter the composition and site of the work force.
- 3.9 The right to determine, and implement policies for the selection, training, and promotion of employees.
- 3.10 The right to create, establish, change, modify and discontinue any State function, operation or division.
- 3.11 The right to establish, implement, modify and change financial policies, accounting procedures, contract for goods and/or services, public relations and procedures and policies for the safety, health and protection of property, personnel or client interests.
- 3.12 The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures or policies.
- 3.13 The right to determine and enforce employee quality and quantity standards.

- 3.14 The right to introduce new or improved methods, equipment, technology or facilities.
- 3.15 The right to develop alcohol and drug testing programs.

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.1 A grievance is a written complaint alleging a violation involving the application and interpretation of the provisions of this labor contract.
- 4.2 A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Contract involved. The grievance shall be presented to the first level of supervision outside the bargaining unit and will be typed or printed legibly (on forms mutually agreed upon by the Employer and the Union and **furnished by the Union**). The grievance form will state the name of the employee(s) authorizing the filing of the grievance and all grievances shall be signed by at least one aggrieved employee. An aggrieved employee shall have the right to a Union Representative appointed by the Union. Nothing contained herein shall prevent an aggrieved employee from filing a grievance on behalf of a class of similarly situated employees.
- 4.3 Any bargaining unit employee shall have the right to meet and resolve his/her individual complaint with the Employer.
- 4.4 Failure to file a grievance at any of the three steps within the established time limits shall cause the employee to forfeit grievance rights on the issue in question unless the Employer, in its discretion, extends the time limit. Should an employee fail to properly file a grievance form, the first level of supervisor on duty and outside the bargaining unit shall notify grievant of such failure and stay the time limit for filing a grievance for no more than two additional work days beyond the day the supervisor informed the employee that the grievance had been improperly filed. Failure to answer a grievance shall be deemed a denial of the relief requested and the grievant may forward the grievance to the next step.
- 4.5 **STEP 1.** Within fifteen workdays of the occurrence of the grieved action (or from the day the employee should have known about the action) the employee shall present a formal written grievance (on the grievance form) to the first level of supervision outside the bargaining unit, by delivery of the grievance to an individual in the supervisor's office or through the U. S. Postal Service. In termination cases or in cases of mutual agreement between the parties, the original grievances shall be filed at Step 2.
- 4.6 If the first level supervisor on duty outside the bargaining unit is the person who made the decision causing the grievance, that supervisor on duty shall confer, unless the employee is unavailable, with the grievant either in person or by telephone, and prepare a written reply on the grievance form within ten (10) workdays of receiving the grievance. If the first level supervisor on duty outside the bargaining unit did not make the grieved decision, he/she shall note that fact on the form, sign it, and forward it to the person who made the decision within two (2) workdays, skipping any levels of intermediate supervision on duty. When the agency head is the decision maker and the first level supervisor has been by-passed, the agency head will issue a decision in fifteen (15) workdays

from the agency head's receipt of the grievance.

- 4.7 The decision-maker shall confer, unless the employee is unavailable, with the grievant either in person or by telephone, then reply in writing on the grievance form (or an attachment) within ten (10) workdays of delivery of the grievance. The decision-maker shall be responsible for consulting with all necessary levels of supervision in preparation of his/her written response to the grievant.
- 4.8 **STEP 2.** If dissatisfied with the decision maker's reply, the grievant has ten workdays to appeal the decision to the Agency Head and/or his/her Designee.
- 4.9 The Agency Head or Designee shall confer, unless the employee is unavailable, with the grievant either in person or by telephone, and issue a decision within fifteen work days of receipt of the grievance. Telephone conferences shall only be conducted by mutual agreement of the parties.
- 4.10 **STEP 3.** Within fifteen workdays of receipt of the decision in Step 2, the grievant may appeal said decision through the Administrator of the DAS - Employee Relations Division. At the time said appeal is filed, the grievant and/or representative and the Administrator of the DAS Employee Relations Division may mutually agree to submit the dispute to voluntary binding arbitration otherwise the dispute shall be submitted to the State Personnel Board as established by NEB. REV. STAT. 81-1318 - 1319 (Reissue 1987). The Administrator of the DAS Employee Relations Division retains the discretion to order that individual cases be processed through the State Personnel Board procedure.
- 4.10.1 Cases in which the grievant chooses not to participate in voluntary binding arbitration shall be processed through the State Personnel Board procedure.
- 4.10.2 **MINI HEARING PROCESS.** When an appeal has been submitted to the Administrator of the DAS Employee Relations Division, and before a hearing officer/arbitrator is appointed, the Administrator of the DAS Employee Relations Division or his/her designee may confer with the Union representative, or grievant, if the grievant chooses not to be represented by NAPE/AFSCME or any other representative, and the Agency representative to discuss and attempt to informally resolve the grievance. In cases where the grievant is not represented by the union, a union representative may attend the hearing and observe. A copy of the written decision shall be sent to the union. Cases pending at the third step which have not been assigned to a hearing officer or set for hearing shall proceed through this process. This conference (mini-hearing) shall be informal and the rules of evidence shall not apply. All exhibits that the Agency or Grievant want the Administrator of the DAS Employee Relations Division/Designee to consider must be received by the DAS Employee Relations Division and the opposing party a minimum of three days before the mini-hearing. If either party does not comply with this time limit, the Administrator of the DAS Employee Relations Division/ Designee may impose sanctions. Neither party may be represented by anyone licensed (active or inactive) to practice law in the State of Nebraska at this conference.
- 4.10.3 The Administrator of the DAS Employee Relations Division or his/her designee may request a conference with the parties to discuss resolution of the grievance and shall have the authority to interview witnesses or require documents and other items to be produced prior to the conference. In cases involving discipline, the agency shall present its case first and in all other cases the grievant

shall present his/her case first. However, the intent of the parties is that the matter be considered at this step in an informal manner and be resolved as expeditiously as possible.

- 4.10.4 After the conference and a review of the grievance and other documents submitted by the parties, the Administrator of the DAS Employee Relations Division or his/her designee shall issue a written decision to the parties to reverse, modify or uphold the answer made by the Agency Head at Step 2. This decision shall be issued within 20 workdays of the conference and shall include a description of the events giving rise to the grievance and the rationale upon which the decision is made. If a written decision is not rendered within 20 workdays, either party may request the grievance be heard before the hearing officer/arbitrator, as appropriate. This decision shall not constitute a part of the appeal record if the matter is heard by an arbitrator or a hearing officer.
- 4.10.5 If either party is not satisfied with the decision made by the Administrator of the DAS Employee Relations Division or his/her designee, that party shall give notice that the appeal be heard by a hearing officer/arbitrator, depending upon which process the grievant has chosen or is required to follow, by filing a notice with the Administrator of the DAS Employee Relations Division in the office of the Employee Relations Division within 7 workdays of receipt of the decision from the Administrator of the DAS Employee Relations Division or his/her designee.
- 4.10.6 If notice is not received within the prescribed time frames, the decision of the Administrator of the DAS Employee Relations Division or his/her designee shall be considered final.
- 4.10.7 If a party appeals a grievance decision to the third step and fails to pursue the matter through the process, due to any of the following reasons: refuses or neglects to choose an arbitrator or hearing officer; refuses or neglects to sign the documents indicating the choice of hearing officer or arbitrator; or refuses or neglects to sign the documents promising payment to the hearing officer or arbitrator, the Administrator of the DAS Employee Relations Division shall notify such party, by first class U.S. Mail, of the omission and that if it is not corrected within 45 calendar days from the date of the letter, the grievance appeal shall be dismissed. If the omission is not corrected within 45 calendar days then the Administrator of the DAS Employee Relations Division shall dismiss the case.
- 4.10.8 **Voluntary and Binding Arbitration:** If the grievant chooses to submit the appeal to voluntary binding arbitration, he/she shall sign a waiver indicating he/she acknowledges that the decision of the arbitrator is final, except as provided in the Uniform Arbitration Act, and cannot be appealed. If the waiver is not filed within ten working days of the appeal being filed at Step 3, it shall be presumed that the grievant does not wish to participate in voluntary binding arbitration, and the appeal shall be processed through the State Personnel Board hearing process.
- 4.10.9 The arbitrator's scope of review shall be to determine whether or not term(s) of this Contract has/have been violated, and whether the Agency's action was taken in good faith and for cause. Arbitration hearings shall be informal and the rules of evidence shall not apply. The parties may be represented by attorneys in arbitration hearings. In cases involving discipline, the agency shall present its case first, and in all other cases the grievant shall present his/her case first. The decision of the arbitrator shall be final and may not be appealed. The arbitrator shall decide the grievance in question based upon the issues presented in the written grievance filed pursuant to the grievance procedure. The arbitrator may interpret relevant provisions of this Contract and apply them to the particular case presented to him/her, but the arbitrator shall have no authority to add to, subtract

from, or in any way modify the terms of this Contract or any agreements made supplementary hereto. The arbitrator shall have the authority to order reinstatement and to award back pay. The fee and expenses of an arbitrator employed by the Administrator of the DAS Employee Relations Division shall be borne equally by the parties. Arbitrators shall be selected from lists developed and mutually agreed upon by the parties. If the parties cannot agree upon an arbitrator, a method of alternate striking of names shall be employed.

- 4.10.10 The Administrator of the DAS Employee Relations Division/designee shall have the authority to set time limitations for: the length of time within which an arbitrator must be chosen; the amount of time the parties will have to present their case (although each party will receive the same amount of time); the time within which a case must be heard after an arbitrator is appointed; the length of time that will be allowed for the parties to submit post hearing briefs; and the period of time after a hearing within which the arbitrator must enter his/her decision. Post hearing briefs shall not be allowed in any case unless the parties and the arbitrator are all in agreement as to the need for such briefs.
- 4.10.11 The decision of the arbitrator shall be made in writing within 60 calendar days of the hearing and shall include findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. Parties to the proceeding and the DAS Employee Relations Division, shall receive a copy of the decision by first class U.S. Mail. The Arbitrator's decision will become public record upon submittal to the parties. If the arbitrator does not render a decision within 90 calendar days from the date the arbitration hearing was held, a penalty of \$50 per day will be imposed and deducted from the arbitrator's fee for each day over 90 calendar days the decision is late, until the decision is received. This penalty may only be waived upon mutual agreement of the parties and the Administrator of the DAS Employee Relations Division.
- 4.10.12 **Hearing Officer/State Personnel Board Hearing:** The Board's scope of review shall be to determine whether or not term(s) of this Contract has/have been violated, and whether the Agency's action was taken in good faith and for cause. The Board shall decide the grievance in question based upon the issues presented in the written grievance filed pursuant to the grievance procedure. The Board may interpret relevant provisions of this Contract and apply them to the particular case presented to it, but the Board shall have no authority to add to, subtract from, or in any way modify the terms of this Contract or any agreements made supplementary hereto. The Board shall have the authority to order reinstatement and to award back pay. The fee and expenses of any hearing officer employed by the State Personnel Board shall be borne equally by the parties. In cases involving discipline, the agency shall present its case first and in all other cases the grievant shall present his/her case first. Hearing officers shall be selected from lists developed and mutually agreed upon by the parties. If the parties cannot agree upon a hearing officer, a method of alternate striking of names shall be employed.
- 4.10.13 The Administrator of the DAS Employee Relations Division/designee shall have the authority to set time limitations for: the length of time within which a hearing officer must be chosen; the amount of time the parties will have to present their case (although each party will receive the same amount of time); the time within which a case must be heard after a hearing officer is appointed; the length of time that will be allowed for the parties to submit post hearing briefs; and the period of time after a hearing within which the hearing officer must enter his/her decision. Post hearing briefs shall not be allowed in any case unless the parties and the hearing officer are all in agreement as to the need for

such briefs. The recommended decision of the hearing officer shall be made in writing within 60 calendar days of the hearing and shall include findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. The DAS Employee Relations Division and NAPE/ AFSCME, shall receive a copy of the decision by first class U.S. Mail. If the hearing officer does not render a recommended decision within 90 calendar days from the date the appeal hearing was held, a penalty of \$50 per day will be imposed and deducted from the hearing officer's fee for each day over 90 calendar days the recommended decision is late, until the recommended decision is received. This penalty may only be waived upon mutual agreement of the parties and the Administrator of the DAS Employee Relations Division.

- 4.10.14 If either the grievant or the involved agency should choose to appeal from the decision of the Personnel Board, the appeal shall be brought pursuant to the Nebraska Administrative Procedure Act.
- 4.11 **Discovery:** At any stage after a grievance is put into writing, the employee and/or the Agency has the right to request discovery relevant to the grievance. The employee and/or the Agency may take the deposition of any witnesses or the other party and may make requests for admissions, documents or interrogatories which are relevant to the grievance. Discovery requests not made pursuant to a timely and properly filed grievance will be returned to the requesting party without action, other than a statement of the reason for such return.
- 4.12 Both parties must provide the other party and the arbitrator/hearing officer with a listing of all exhibits to be introduced at the hearing, a copy of each exhibit and a listing of individuals that the party plans to call as a witness in the arbitration/hearing five calendar days prior to the hearing.
- 4.13 Such requests and/or notice shall be addressed to the party from which the discovery is sought. Only discovery requests which are relevant or would lead to relevant evidence for the grievance will be granted; however, in no case will discovery be granted which seeks evidence which is recognized as privileged by the Courts of this State.
- 4.14 Discovery requests must be provided within 10 workdays of receipt of request, unless objections are entered.
- 4.15 Either party may object to discovery requests. Objections to such requests must be made, in writing, to the Administrator of the DAS Employee Relations Division within five workdays of receipt of the request. The Administrator of the DAS Employee Relations Division, or his/her designee, shall meet with the representative of the employee (or with the employee if he/she is unrepresented) and a representative of the Agency in an attempt to reach agreement on the objection to the discovery request. Should the parties be unable to resolve the objection, the Administrator of the DAS Employee Relations Division or his/her designee shall enter a written decision as to whether the objection shall be granted or denied. If either party does not agree with the DAS Employee Relations Division Administrator's decision, such decision may be appealed to the arbitrator/hearing officer level within five work days of receiving the DAS Employee Relations Division Administrator's decision, and the matter will be heard by the arbitrator/hearing officer. If an arbitrator/hearing officer has not been appointed, the parties will choose one in an expeditious manner so that the objection to discovery may be resolved.

If the grievance is at Step 3, when the objection to discovery is made, and a hearing officer/arbitrator has already been appointed or the appeal is already scheduled to be heard by the State Personnel Board (Board), then the objections to discovery shall be made to the hearing officer or the Board/arbitrator, as appropriate, and the hearing officer or Board/arbitrator shall consider the matter and issue a decision by the same process and within the same time limits set out above for matters where the objection is submitted to the Administrator of the DAS Employee Relations Division.

Notwithstanding the above provisions, when an objection to discovery is made concerning the release of: employment applications, scoring devices, rankings of applicants, lists of criteria considered in filling a position, or applicant scoring sheets, the Administrator of the DAS Employee Relations Division or his/her designee shall have the authority to conduct a hearing and enter an order to resolve such objections. The Administrator of the DAS Employee Relations Division or his/her designee shall also have the authority to issue protective orders.

- 4.16 Within five (5) workdays of receipt of the discovery requests, the requesting party shall notify the answering party of any failure on the part of the answering party to properly respond to the request.
- 4.17 The failure to respond to any discovery requests may result in the answering party being denied the right to introduce the requested evidence during any Appeal hearing or other appropriate sanctions may be imposed.
- 4.18 Subpoenas (Hearing Officer/Board). If either party to a grievance hearing before the Personnel Board or designated representative wishes to use any individual as a witness in the presentation of their case, they may request the Personnel Board, through the Director of DAS State Personnel, to subpoena the attendance of the witness. Request forms for subpoenas are available in the DAS Employee Relations Division and must be submitted at least 8 calendar days prior to the hearing. Notice of less than eight calendar days shall not guarantee witness attendance. The requesting party or their representative is responsible to serve the subpoenas on the employee(s) sought to be a witness. The subpoenas are to be served on the employee at least four (4) workdays before the scheduled hearing. The Personnel Board or designated representative may limit the number of witnesses either party may call to testify, considering relevancy of proposed testimony and whether or not it would be repetitious. The cost of serving any subpoenas shall be paid by the requesting party. The parties shall not be required to serve subpoenas by the process set out in statute, but may serve them in person or by first class U.S. mail.
- 4.18.1 Subpoenas (Arbitrators). If either party to a grievance hearing before an Arbitrator or designated representative wishes to use any individual as a witness in the presentation of their case, they may request the Arbitrator to subpoena the attendance of the witness. Request forms for subpoenas are available through the arbitrator and must be submitted at least eight (8) calendar days prior to the hearing. Notice of less than eight (8) calendar days shall not guarantee employee attendance. The requesting party or their representative is responsible to serve the subpoenas on the employee (s) sought to be witnesses. The subpoenas are to be served on the employee at least four (4) workdays before the scheduled hearing. The arbitrator may limit the number of witnesses either party may call to testify, considering relevancy of proposed testimony and whether or not it would be repetitious. The cost of serving any subpoenas shall be paid by the requesting party. The parties shall not be required to serve subpoenas by the process set out in statute, but may serve

them in person or by first class U.S. mail-

- 4.18.2 Employees who are subpoenaed to attend an appeal hearing or arbitration shall be granted time off from their assigned duties to appear and all hours in attendance shall be considered work time.
- 4.19 Any meeting held pursuant to the grievance procedure may be taped if the parties to said grievance mutually agree to the taping.
- 4.20 Agencies shall, upon receiving a written request from the grievant or his/her representative, provide to the grievant, at least two (2) workdays prior to the Step 1 and Step 2 meeting, an abstract of the Agency disciplinary records concerning the same or similar offenses and the type of punishment administered. This abstract shall only contain offenses committed by the bargaining unit members. The grievant or his/her representative must request said abstract at least eight work days prior to the third step hearing, and the abstract shall only consist of Agency disciplinary records concerning the same or similar offenses and the type of punishment administered for two years prior to the offense in question. The grievant and/or his/her representative shall only be given one abstract during each grievance process.
- 4.21 In all grievances where the Union is representing an employee, the employer shall not discuss the grievance with the employee without the Union present, unless the meeting is held at the employee's request.

ARTICLE 5 - LAYOFFS AND RESIGNATIONS

- 5.1 The Agency shall decide when a layoff is necessary, and which classes and positions will be affected.

Reasonable alternatives will be analyzed, reduced to writing and presented to the Union at the meeting provided for between the agency and the union at Section 5.2 prior to laying off any front line bargaining unit employee(s). These alternatives shall include:

- a. Eliminating unfilled, funded positions.
- b. Reducing layers of bureaucracy and re-directing resources to the front-line positions.
- c. Providing re-training/transfer opportunities within the agency.
- d. Reducing the work force by attrition.

- 5.2 Within three workdays of issuing the layoff notices to affected employees, the Agency shall meet with the Union regarding the layoff. An overall layoff plan shall be provided to the Union at least five calendar days prior to the meeting between the Union and the Agency. The Union agrees to keep such advance information confidential until affected employees receive layoff notice from the Agency.
- 5.3 Each employee affected by a layoff shall be provided as much advance written notice as feasible, but shall not be provided notice less than fifteen workdays prior to the effective date of the layoff unless emergency budgetary limitations require a lesser period of notice.-
- 5.4 The layoff notice shall be provided to affected employees fifteen workdays prior to the date of layoff, and shall at a minimum include:

- a. the reason for the layoff;
- b. the effective date of layoff;
- c. the seniority list of bargaining unit members affected; and
- d. bumping rights.

5.5 When a layoff occurs the following rules shall apply:

- a. The Agency shall identify the affected classes and positions, and shall establish bumping rights by facility, and/or geographical area, and/or bargaining unit, and/or by Division and/or by total Agency in order to provide the most efficient continued operation of the Agency. Such bumping limitations must be specifically defined and pre-set in the Agency layoff plan;
- b. The order of layoff will be based on service anniversary date as adjusted for leaves of absence, layoffs, suspensions, or unpaid leaves, of more than 14 calendar days. Time spent as an intermittent or temporary employee is not counted. If both employees have the same service anniversary date then the tie shall be broken by lot.
- c. If bumping to an occupied position, the person being displaced must be the least senior employee in that classification and geographical area;
- d. Bumping to a higher salary grade is not allowed unless the employee actually performed the duties of the higher level position and was reclassified to a lower salary grade within the previous twenty-four months for other than disciplinary or voluntary reasons.
- e. Bumping shall not take place between agencies.
- f. Bumping shall be limited to positions covered by this contract except as determined otherwise by the Agency Head and/or his/her Designee.
- g. Non-bargaining unit employees may bump into positions in the bargaining unit as allowed in Section 5.6 of the labor contract if the non-bargaining unit employee occupied a position covered by the labor contract within 48 months immediately preceding the effective date of the layoff. Employees not covered by these bargaining units who are subject to layoff due to an agency reorganization may fill vacant positions covered by this contract.
- h. The agency plan may not layoff permanent employees in the affected class(es) in the affected geographical area until all temporary employees within that classification and geographical area have been released.

5.6 Subject to the limitations of the agency layoff plan, the rights of the laid off employee shall be in the following sequential order:

- a. If there is a vacant position in the same class, the employee shall, if qualified, transfer to the vacant position. If more than one vacancy exists in the same class, the employee may choose which vacancy they want to fill. Affected bargaining unit employees with the highest seniority shall have first choice.
- b. In lieu of bumping, an employee may transfer to a vacant position of the same or lower salary grade which the employee is qualified to hold. If more than one vacancy exists in the same class,

the employee may choose which vacancy they want to fill. Affected bargaining unit employees with the highest seniority shall have first choice. The salary of the employee selecting transfer shall be set in accordance with section 5.7 of this Article.

- c. In order to provide the most efficient continued operation of the Agency, if there is no vacancy in the same class and if the employee does not transfer to a vacant position of the same or lower class or if no vacancies exist, employees occupying positions designated for layoff and who elect to exercise his/her bumping rights shall, except in situations where specific job related factors are involved, bump employees with the least seniority in the following sequence:
 1. positions of the same class; In any agency when two or more employees of the same class are being laid off concurrently, the employee with the most state seniority shall have the first choice of the positions eligible to be bumped into. The positions eligible to be bumped into shall equal the number of positions of the same class in the agency which will remain occupied, or the total number of positions being reduced, whichever is the smaller number. The positions eligible to be bumped shall be the ones occupied by employees with the least state seniority.
 2. positions within the same class series of a lower salary grade;
 3. positions within classes the employee occupied within the previous 24 months of an equal or lower salary grade;
 4. positions within the same class series as the employee occupied within the previous 24 months of a lower salary grade.
 5. positions in a higher salary grade if the employee actually performed the duties of the higher level position and was reclassified to a lower salary grade within the previous 24 months for other than disciplinary or voluntary reasons.
 6. positions of the same class at any Agency location occupied by an employee with the least seniority in that class.
 7. positions of a lower class in the same series at any Agency location occupied by an employee with the least seniority in that class series.
 8. previously held positions in other agencies within the last 24 months if the employee's duties and responsibilities were reassigned from one agency to another agency.
- d. Agencies shall provide employees occupying positions designated for layoff a minimum of seven calendar days to respond to bumping options.
- e. Employees who are bumped from their positions shall be able to exercise their bumping rights. The seniority of an employee shall be based on service anniversary date.

5.7 Employees bumping to a lower salary grade in lieu of layoff shall, at the discretion of the Agency

Head and/or his/her Designee, have their salary reduced in accordance with Section 11.12. Employee's salaries in cases of layoffs shall not exceed the maximum rate for the new salary grade after bumping.

- 5.8 Employees or former employees who have been laid off are eligible for reinstatement to their previous class or to a lower class within the same series for 24 months after layoff. The right of reinstatement to the previous or lower class with the same series means that any employee laid off shall be offered a vacant position in the previous or lower salary grade in the same series from which he/she was laid off, provided he/she meets the minimum qualifications for the vacancy before a new employee may be hired or current employee promoted.
- 5.9 Any employee laid off shall be offered a position in the classification from which he/she was laid off, provided he/she meets the minimum qualifications for the position before a new employee may be hired for such position by the Agency if such opening becomes available within 24 months of the employee's layoff. If the employee was exempt from the current minimum qualifications for the position before the employee was laid off, the employee shall be exempt from the current minimum qualifications for purposes of recall.
- 5.10 Former employees who were laid off, or employees who transferred to another position in lieu of layoff, shall be reinstated in the reverse order from which they were laid off or transferred. The Agency shall maintain a list of laid off employees eligible for reinstatement.
 - a. The agency shall place employees on a re-call list for the class from which they were laid off.
 - b. Laid off employees who refuse to accept any reassignment in excess of fifty miles of the original work site shall be placed on the recall list as described in "a" above.
- 5.11 Those desiring to be reinstated shall, following notification by certified mail of the availability of a position, notify the Agency Head and/or his/her Designee in writing of the acceptance or refusal of the position within seven calendar days. It is the responsibility of the employee or former employee to inform the Agency of any change in address. Failure to receive notification of a position's availability because of an address change shall not cause the seven calendar day reply period to be lengthened.
- 5.12 Employees or former employees refusing a position of their previous classification and location or not acting to notify the Agency Head and/or his/her Designee of acceptance or refusal, forfeit any reinstatement rights. Employees or former employees declining reinstatement to a position of a lower class within the same series shall be given the opportunity to be reinstated to a position of their previous class, if positions become available within the 24 month period.
- 5.13 Employees or former employees reinstated within 24 months to a position of their previous classification (held at the time of layoff) shall return at the step in the pay grade they formerly occupied. Employees reinstated shall not be required to serve an original probationary period, unless this probationary period was not completed prior to layoff. In those instances where the employee was serving a probationary period upon layoff, the probationary period will be completed upon reinstatement.
- 5.14 The service date for reinstated employees shall be adjusted by the number of days in a non-paid

status.

- 5.15 Employees reinstated during the 24 month period shall retain all previously accumulated sick leave, except that employees who have previously received payment for one-quarter of their sick leave balance shall start with a zero sick leave balance. Employees eligible for retirement who are laid off shall have the option to defer the payment of one-quarter of their sick leave account for up to 24 months. Should the laid off employee return to state employment within 24 months, the employee's sick leave balance and service date shall be reinstated (minus time in a non-pay status). Should the laid off employee not obtain further state employment at the end of the 24 month period, the agency from which they left shall pay them one-quarter of their sick leave account.
- 5.16 Layoff provisions shall not apply to furloughs of less than thirty (30) consecutive calendar days. In such cases, employees will be furloughed starting with the least senior employees within classification of the affected program area and work unit. In order for this to be implemented, the Governor shall approve all furloughs.
- 5.17 **Resignations.** To resign in good standing, an employee must give written notice to the Agency Head and/or his/her Designee at least ten workdays before separation unless the Agency Head and/or his/her Designee agrees to a shorter period. Employees providing less than ten days written notice prior to separation may be considered as separated not in good standing.
- 5.18 The Employer agrees that it will not replace current employees, while they are employed by the State, with workfare clients or interns.
- 5.19 The parties agree to implement a State re-employment program for individuals who are laid off from their permanent positions.
- 5.20 When filling a position externally, agencies employing positions covered by this labor contract will ensure that priority consideration is given to laid-off State employees who have opted for participation in the State re-employment program. To be eligible, an employee must enroll in the program within 30 days of the effective date of the layoff. In order for a participant in the re-employment pool to receive priority consideration for State employment, the employee must apply for the position in question, which must be at the same or a lower salary grade than the employee's prior position, observing timeframes and guidelines identified in the job listing. Priority consideration shall mean offering employment to employees when the above criteria is met and the employee meets the minimum qualifications as identified in the job listing.
- 5.21 Employees accepting employment through the program may, at the Agency Head's discretion, be required to serve an original probationary period for any position which is secured utilizing priority consideration of the re-employment pool. The laid off employee shall remain in the State re-employment program until he/she is offered a permanent position and accepts or declines the position. If the employee accepts the position and then does not complete original probation, the employee shall have the right to re-enter the State re-employment program one additional time. If the employee declines a permanent position after re-entering the program, the employee will no longer be eligible to participate in the program.

ARTICLE 6 - UNION REPRESENTATIVES

- 6.1 Employees selected by the Union to act as employee representatives shall be known as "stewards." The names of employees selected as officers and stewards, and the names of other official non-employee Union representatives (employees of the Union) who may represent employees shall be certified in writing to the Employer and the Agency involved by the Union on July 1 of each year. The listing shall include the assigned area of Union responsibility for each steward. The Employer and the Agency involved shall be made aware of any changes in the above names and assignments as they occur. Management will be under no obligation to apply the provisions of this Section to any person not on this list.
- 6.2 Stewards shall be reasonably distributed throughout Agencies and shifts to allow proper support for employees. However, no two stewards may actively process the same grievance or any other matter at the same time. Stewards shall not cross agency lines, except all employees of the Health and Human Services System shall be treated, for purposes of this Article, as employees of a single agency. At the request of the Union a second non-compensated steward may observe for training purposes.
- 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.
- 6.4 When requested by an employee, a steward may investigate any alleged grievance in his/her assigned area and assist in its presentation, unless another Union steward is performing this function. The steward shall be allowed up to twelve hours per month of paid work time, which shall include any travel time necessary, and to the extent possible, the use of vacation or compensatory time for this purpose with prior approval of the supervisor. The supervisor shall not unreasonably withhold approval. The steward or Union officer shall notify that supervisor upon return to work. The twelve hours per month is neither transferable nor cumulative, and shall be limited to the steward's normal work week. Stewards may use steward time for discussion of work rules per Section 1.5 with the agency personnel representatives and for management investigatory meetings per Section 10.6.

- 6.5 To the extent possible, all meetings relative to grievances shall be scheduled during or contiguous to the grievant's normal working hours.
- 6.6 Employees may discuss grievances and complaints with stewards for reasonable amounts of time during their regular work shift without loss of pay, providing that the supervisor has authorized the absence. The employee shall notify that supervisor upon return to work.
- 6.7 Union officers and stewards not to exceed two at any one time from any assigned area as identified in the Appendix and provided a forty-eight hours notice is presented in writing by the Secretary or the Chairman of the Union to, and is approved by the supervisor, will be granted leave of absence, accrued vacation or compensatory time, election of type of leave up to employee, for up to two workdays in order to attend Union business. Such leave shall not be unreasonably denied.
- 6.8 Bargaining unit employees who are the authorized delegates of the local Union, not to exceed one from each bargaining unit, to a State NAPE/AFSCME or International Union Convention, seminar, or other union activity, may, with approval of the Agency Head and/or his/her Designee, be granted a leave of absence, accrued vacation or compensatory time, election of type of leave up to employee for such purpose. Such leave shall not be unreasonably denied. Such leave shall not exceed fourteen calendar days during the term of this Contract.
- 6.9 The Employer agrees to include a Union orientation notice in the packet of material provided to new employees, such notice to be supplied voluntarily by the union. Upon a request from the Union, the Employer will provide an opportunity for a Union representative to meet with new employees for up to twenty (20) minutes at the close of the orientation session, or where orientation is not provided, to meet with new employees for up to twenty (20) minutes during the work day, in a non-work space normally used for employee meetings. Attendance by new employees at such meetings shall be voluntary. Stewards may use steward time for orientation when it occurs during their normal work time.

(Department of Roads employees covered by this Contract see Appendix D for orientation provisions.)

- 6.10 Notwithstanding the above, one employee from each bargaining unit covered by this contract may be granted a one time leave of absence, as requested in writing by a certified Union official, and when such leave of absence does not cause undue hardship on the agency, to conduct official Union business. Such leave for purposes of this provision shall not exceed one year and shall not be unreasonably denied. Such leave shall not affect the service date.

ARTICLE 7 - WORK SCHEDULE

- 7.1 **Work Schedules:** Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations.

(Health and Human Services System employees covered by this Contract see Appendix C for work schedule provisions.)

(Department of Correctional Services employees covered by this Contract see Appendix M for

work schedule provisions.)

- 7.2 The Employer shall provide ten work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency. (An emergency is defined as an unexpected, unforeseen or unanticipated event.) Non-permanent work schedule changes may be made by the Employer in order to respond to emergency staffing needs. At an employee's request, the reason for permanent change of schedule will be provided.

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

- 7.3 **Flex Time:** Agencies shall, where practicable, establish flex time work schedules for their employees. Such flex time work schedules shall guarantee the Employer's ability to provide services, to meet all workload demands as defined by the Employer, and to the extent practicable, meet employees' personal scheduling preferences. Approval of such requests shall not be unreasonably denied.

- 7.4 **Job Sharing:** Job sharing may be allowed by mutual agreement of the Agency Head and/or his/her Designee and the employees involved. The Employer will attempt to maintain job sharing arrangements in effect as of the effective date of this contract for as long as is practicable and both involved employees remain employed in their current positions.

- 7.5 **Meal Periods:** All employees shall be granted an unpaid meal period of at least thirty minutes in duration or at the Employer's discretion, a paid meal period in those situations where qualified relief is not available. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift. Requests to adjust the schedule for a day which allows employees to work through a meal period may be approved in advance with mutual agreement between the worksite supervisor and bargaining unit employee.

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

- 7.6 **Rest Periods:** All employees shall be granted a fifteen minute rest period during each one-half shift (one half shift shall not be less than four hours). The rest period shall be scheduled at approximately the middle of each one-half shift. The Employer retains the right to respond to emergency situations by not allowing a rest period. Rest periods shall not be cumulative. Unless prior supervisory approval is given, rest periods shall not be taken before one hour after the employee arrives at work, nor one hour before the employee leaves work. Rest periods are considered work time. The provisions of this section may not be used for the purpose of regular and routine denial of rest periods. The employees may discuss union business during rest periods in non-work areas.

(State Patrol Communication Specialists covered by this Contract see Appendix F for Rest Period provisions.)

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

- 7.7 **Shift Differential:** Bargaining unit members on duty and working fifty percent or more of a shift

between the hours of 6:00 p.m. and 6:00 a.m. shall receive sixty cents per hour shift differential for all hours worked on that shift. For employees working 24 hours or longer continuous work periods, shift differential is not applicable.

(Department of Roads employees covered by this Contract see Appendix D for shift differential provisions.)

7.7.1 Shift differential for all direct care staff is as follows for the following classifications:

2nd and 3rd shifts weekdays \$1.00

1st shift weekends (Saturday and Sunday) and holidays \$1.25

2nd shift weekends (Saturday and Sunday) and holidays \$1.50

3rd shift weekends (Friday and Saturday) and holidays \$1.50

DPI Developmental Specialist

DPI Developmental Technician I, II, III

DPI Mental Health Security Specialist I, II, III

DPI Psychiatric Specialist

DPI Psychiatric Technician I, II

DPI Staff Care Specialist

DPI Staff Care Technician I, II

Food Service Aide

Food Service Assistant

Food Service Cook

Licensed Practical Nurse I, II

Food Service Aides, Food Service Assistants, and Food Service Cooks who work any hours between 6:00 p.m. and 6:00 a.m. shall receive shift differential rates for all hours worked between those hours. Food Service Aides, Food Service Assistants, and Food Service Cooks who work at least three (3) consecutive hours and have any hours worked between the 6:00 p.m. and 6:00 a.m. time frame shall be guaranteed a minimum of three (3) hours of 2nd shift differential pay. For employees who start their shift between 6:00 p.m. and 6:00 a.m. and do not work three (3) consecutive hours, they will be paid 2nd shift differential for only the hours worked. As these employees do not work traditional shifts, the employing agency, in consultation with the union, shall designate the assigned shift of each food service position.

(Section 7.7.1 does not apply to E Bargaining Unit employees.)

7.7.2 Shift differential for Nurse I and Nurse II is as follows:

2nd and 3rd shifts weekdays \$1.50

1st shift weekends (Saturday and Sunday) and holidays \$2.00

2nd shift weekends (Saturday and Sunday) and holidays \$2.50

3rd shift weekends (Friday and Saturday) and holidays \$2.50

(Section 7.7.2 does not apply to E Bargaining Unit employees.)

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.

- 7.9 **On Call/Standby Pay:** Employees at a salary grade equivalent to salary grade 14 or below, and required to be on-call/standby status shall be compensated at the rate of 8% of the normal hourly rate of pay for each hour in such on-call/ standby status.
- 7.10 **Travel Time:** Employees who are required by the Employer to report to a work site other than that normally assigned or for the purpose of training, picking up tools, equipment, and/or uniforms and subsequently travel to a second work site, shall be in pay status for time spent in traveling to and from work sites. Overtime eligible employees away from the work site shall be in a paid time status during times of travel or when performing work related duties.
- 7.11 **Mileage Reimbursement:** An employee will be reimbursed at the rate per mile set by the IRS for mileage allowance for Employer approved travel in the employee's personal vehicle for work related travel.
- 7.12 **Meal and Lodging Reimbursement:** Employees who are required to travel shall be compensated for meals and lodging according to what is reasonable and customary given the geographic location, as follows:
- a. Breakfast - When an employee leaves for overnight travel at or before 6:30 a.m., breakfast shall be reimbursed.
 - b. Lunch - When an employee leaves for overnight travel at or before 11:00 a.m. or returns from overnight travel at or after 2:00 p.m., the noon meal shall be reimbursed.
 - c. Supper - When an employee returns from overnight travel at or after 7:00 p.m., the evening meal shall be reimbursed.
 - d. One-Day Travel - Breakfast shall be reimbursed when an employee leaves at or before 6:30 am. Lunch shall not be reimbursed. Supper shall be reimbursed when an employee returns at or after 7:00 pm.

Receipts are not required if compensation is within DAS guidelines for meal reimbursement.

- 7.13 **Governor Appointed Committees:** When the Governor appoints an employee to serve on a committee, board or other body, time spent at meetings, and travel to and from meetings, of the committee, board or other body shall be considered hours worked. The employee shall not be reimbursed for time spent on other activities related to the committee when such time falls outside their normal work schedule.

ARTICLE 8 - ORIGINAL PROBATIONARY PERIOD

- 8.1 All new hires shall be required to serve an original probationary period of six months from date of hire and shall be so notified. Employees who transfer from one Agency to another will not be required by the Agency Head and/or his/her Designee to serve another original probationary period. An employee shall be removed from original probation status on the day following the end of the original probationary period, unless notified in writing of extension or separation by the Agency Head

and/or his/her Designee.

- 8.2 An employee who is transferred (promotion, demotion, lateral move, or move to a lower position) within an Agency or who transfers to another agency while serving an original probationary period may have his/her probationary period extended, at the discretion of the Agency Head and/or his/her Designee.
- 8.3 An Agency Head and/or his/her Designee may extend the original probation of an employee for reasons of performance, transfer, promotion, and leave of absence for a period not to exceed a total of one calendar year from the date of hire or rehire.
- 8.4 The notification of extension shall be in writing and shall include the specific period of extension. In cases of extension for performance reasons the employee shall be provided specific performance improvement requirements.
- 8.5 Employees may be separated at any time during the original probationary period. Two weeks notice of separation does not have to be given to original probationary employees; however, the Agency Head and/or his/her Designee shall notify the employee in writing of the date the separation is effective. Employees on original probation do not have grievance rights.

ARTICLE 9 - TRANSFERS, PROMOTIONS, AND FILLING VACANT POSITIONS

- 9.1 Whenever a vacancy occurs in a position the Employer intends to fill in any bargaining unit, a notice of such vacancy shall be posted on bulletin boards, or electronic bulletin boards where used, normally used for communicating with bargaining unit employees in the Agency or specific facility in which the vacancy exists stating the job title, description, qualifications, shift, designated days off, and work area, date of availability, pay range, and closing date for applications. Exclusions to vacancy posting relating to specific agencies may be mutually agreed to in writing by the parties. The Employer shall make reasonable efforts to post vacancies internally at least one day prior to external advertisements. Upon posting employees may apply for the position in writing for a period of not less than seven calendar days. The Employer shall fill job vacancies using factors of a) knowledge, experience, and ability; b) any job related tests, and c) Agency affirmative action plans, and Veteran's preference, which shall be applied consistently among applicants. Where applicants rate substantially the same on such factors, permanent state employee applicants shall be selected, and where two state employee applicants rate substantially the same, the more senior employee shall be selected.
- 9.1.1 To reduce the time positions are vacant, the following procedure will be implemented to expedite the selection process for specified classes mutually agreed to by the agency and the union. A work reassignment opportunity (WRO) process will be announced at the same time that positions are opened as outlined in the first paragraph of this Section. A WRO is the process of laterally filling positions by allowing only those employees to transfer who currently hold the same title and level as the vacant position within an agency. Only current employees with satisfactory or above performance, who are not on original or promotion probation, are eligible to use the WRO process. (Section 9.1.1 does not apply to E Bargaining Unit employees.)

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

- 9.1.2 Employees receiving any formal disciplinary action which documents negative performance related since the last performance evaluation, will be considered ineligible for this type of transfer opportunity. However, if the disciplinary action has been resolved through verification by the current supervisor, that employee shall be considered eligible. (Section 9.1.2 does not apply to E Bargaining Unit employees.)

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

- 9.1.3 Once an employee successfully uses the WRO process to transfer, they may not use the WRO process again for the next 12 months. If more than one person volunteers to transfer through the WRO process, the person selected will be the employee with the most time in that classification series as an employee of the agency. Part time employees will have their time pro-rated when calculating time. Should no one apply to transfer via the WRO process, the position will be filled following the provisions outlined in the first paragraph of this Section. If the position is filled through the WRO process, unsuccessful applicants will be notified that the position was filled through this process.
(Section 9.1.3 does not apply to E Bargaining Unit employees.)

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

- 9.1.4 In situations where the agency can demonstrate that certain qualifications and/or experience is necessary to perform the job (those specific qualifications/experiences shall be listed on the WRO posting), then the transfer opportunity shall be offered to applying employees in descending order based upon time in the class series until an employee is found who meets these criteria or until all employees applying have been considered, whichever occurs first. If no applicant qualifies through this process, the vacant position shall be advertised as provided in Section 9.1.
(Section 9.1.4 does not apply to E Bargaining Unit employees.)

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

(Department of Roads employees covered by this Contract see Appendix D for vacancy posting provisions.)

- 9.2 For purposes of this Article, a job will not be considered to have been vacant, if a qualified employee of the Agency is placed in the position, when such placement is the result of one of the situations listed below. Posting of a job opening does not waive the Agency's right to exercise the provisions of this section. Posting of jobs shall not be required when:
- a. the vacant position is filled by an employee displaced by layoff;
 - b. the vacant position is filled due to the reasonable accommodation of an employee who has a qualifying disability according to the Americans with Disabilities Act;

- c. a position is reclassified and the employee remains in that position;
 - d. the vacant position is filled by a bargaining unit employee receiving an appropriate disciplinary demotion.
 - e. the vacant position is filled as a result of a grievance or litigation settlement, court order, State Personnel Board order, order of the Nebraska Equal Opportunity Commission, or the U.S. Equal Employment Opportunity Commission;
 - f. In job sharing situations when it has been determined by management that positions occupied by two or more employees with part-time status are to be converted to a position with one full time employee, it should be first offered to the most senior employee occupying the position. If declined, management will offer the position to next senior employee and so forth. If all occupants decline full-time status, then the position will be filled through provision of 9.1 and current employees will be displaced.
- 9.3 No employee shall be transferred to a position of a lower salary grade with no salary reduction and then promoted to a salary grade as high as the previously held salary grade with a salary increase within one year. Employees not selected for transfer or promotion shall be notified. Upon request, employees will be afforded the opportunity to meet and discuss what is needed to qualify for the position in the future.
- 9.3.1 Promotion and transfer of employees shall not change the employee's state seniority date (state seniority date is defined as the employee's service anniversary date as adjusted for leaves of absence, layoffs, suspensions, or unpaid leaves, of more than 14 calendar days).
- 9.4 **Promotional Probation:** A promoted employee may be placed on probation for a period of up to six months to determine his/her ability to perform the job (this is not another original probationary period when the promotion occurs within the same agency). An Agency Head and/or his/her Designee may extend the non-original probation of a promoted employee for reasons of performance, transfer, and leave of absence for a period not to exceed a total of one calendar year from the date of hire, rehire, transfer, or return from a leave of absence. If the promoted employee is not performing adequately in the new position during the promotional probationary period, the employee shall, if the position is still available, be reverted to the employee's previous position and pay rate or apply for any open position for which he/she is qualified to hold. Every reasonable effort shall be made to retain said employee.
- 9.5 **Transfers:** Except in cases where there are specific job knowledge elements/factors (business necessity) requiring the Employer to permanently transfer a specific employee, no employee shall be permanently transferred by the Agency unless volunteers are solicited from the affected work area and/or shift assignment. If no employee volunteers for permanent transfer, the Agency shall permanently transfer the employee with the least seniority in said classification from the affected work area and/or shift assignment. In the event of a tie in classification seniority, the employee with the least state seniority shall be transferred. No employee shall, as a result of Agency action, suffer a loss in wages through transfer to a position of the same classification. Permanent transfers shall be those excluding transfer to positions due to sickness, authorized leave or emergencies. It is understood that affected work areas shall not be unreasonably defined.

- 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.
- 9.6.1 If an employee, whose moving expenses (all or a part) have been paid, resigns within one calendar year of the move, the Agency Head and/or his/her Designee may require the employee to reimburse the Agency for a portion of the moving expenses, based on the length of time the employee worked after the move.
- 9.6.2 Employees who have been involuntarily transferred or have exercised bumping rights to another geographical location of the State shall be allowed up to twenty-four hours of time off with pay for the purpose of attending to their personal affairs in their present location and establishing their personal affairs in their new location. Such time off from work must be approved in advance by the Agency Head and/or his/her Designee.

ARTICLE 10 - DISCIPLINE OR INVESTIGATORY SUSPENSION

- 10.1 An employee shall be disciplined in accordance with this labor contract. Discipline will be based upon just cause and will in no case be effective until the employee has received written notice of the allegations describing in detail the issue involved, the date the alleged violation took place, the specific section or sections of the contract or work rules involved, except in emergency or critical situations where oral notice shall suffice, and has had an opportunity to present justification of their actions at a prediscipline meeting. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure when it is in violation of the terms of this contract. The Employer shall not discipline an employee without just cause, recognizing and employing progressive discipline. When imposing progressive discipline, the nature and severity of the infraction shall be considered along with the history of discipline and performance contained in the employee's personnel file. (*Reference Section 22.7*)
- 10.2 **Reasons for Imposing Disciplinary Action** – Appropriate disciplinary action, subject to just cause as defined in Article 10, may be taken for any of the following offenses for violating reasonable agency work rules including those contained in agency policy and procedures manuals, legally promulgated rules and regulations, or for violating any provision of the NAPE/AFSCME and State of Nebraska Labor Contract:
- a. Violation of, or failure to comply with, the Labor Contract, State constitution or statute; an executive order; regulations, policies or procedures of the employing agency; or legally promulgated published rules.
 - b. Failure or refusal to comply with a lawful order or to accept a proper assignment from an authorized supervisor.
 - c. Inefficiency, incompetence or gross negligence in the performance of duties.

- d. Unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcoholic beverage in the workplace or reporting for duty under the influence of alcohol and/or unlawful drugs. Use of a controlled substance by the employee as prescribed by his/her physician and/or other licensed health practitioner shall not be a violation.
- e. Negligent or improper use of state property, equipment or funds, or conversion of same to one's own use.
- f. Bribery to gain, or attempt to gain, promotion, leave, or favorable assignment for individual benefit or advantage.
- g. Falsification or intentional omission of required information on the employment application/resume.
- h. Unauthorized use or abuse of any type of leave, meal or rest periods.
- i. Repeated tardiness or unauthorized leave, including unauthorized departure from the work area.
- j. Failure to maintain appropriate working relationships with the public, employees, supervisors, or managers while on the job or when performing job related functions.
- k. Failure to obtain and maintain a current license or certification required by law or agency standards as a condition of employment.
- l. Conviction of a felony.
- m. Acts or conduct which adversely affects the employee's performance and/or the employing agency's performance or function.
- n. Work place harassment based, in whole or in part, on race, color, sex, religion, age, disability or national origin, which manifests itself in the form of unwelcome comments, jokes, printed material and/or unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature.
- o. Display of materials and/or the utterance of offensive comments in the workplace that are derogatory towards a group or individual based upon race, gender, color, religion, disability, age or national origin.

10.3 **Investigatory Suspension or Reassignment.** When the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if disciplinary action is warranted, the Employer may:

- a. reassign the employee to another work assignment at their current rate of pay until the investigation is completed.
- b. suspend the employee from work without pay until the investigation is completed or until six work days have elapsed, whichever occurs first. However, the investigation may continue after

the suspended employee returns to a paid status.

- c. in cases where the employee has been charged in court with a felony, which is directly related to the workplace or which has the potential for significant impact on, or disruption of, the workplace, the Employer may suspend the employee from work with or without pay until the charges are resolved.

(Department of Correctional Services employees covered by this Contract see Appendix M, Section M.15.1)

When the Employer has placed an employee on investigatory suspension, the Employer shall have thirty work days from the date of discovery of an infraction to initiate disciplinary action except when the Employer is awaiting the results of an outside investigation. If no action is taken, disciplinary action is barred for that particular incident.

- 10.4 If evidence in an investigation shows that disciplinary action should be taken, the Agency Head and/or his/her Designee shall initiate disciplinary procedures. If no disciplinary action is taken and the employee is reinstated, it shall be with full back pay and service credit for the period of suspension.
- 10.5 Any meeting held pursuant to these provisions may be tape recorded if the parties so agree.
- 10.6 Upon request employees may be represented at investigatory meetings which have the potential to lead to discipline and pre-disciplinary meetings. Unless otherwise agreed to, the employees are not entitled to representation at routine supervisory and/or nondisciplinary counseling conferences.
- 10.7 No employee shall receive disciplinary action or unpaid investigatory suspension based solely on the uncorroborated statements of inmates/forensic patients.
- 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.
- 10.9 In no case will an employee be charged with a disciplinary violation when the employee behavior it is based upon occurred more than one year prior to the initiation of the disciplinary process and has been known by the direct supervisor for more than one year.
- 10.10 Whenever the results of a predisciplinary hearing are forwarded to the Agency Head for resolution, the Director/Designee will respond within thirty (30) calendar days of receipt, except when the parties mutually agree to extend the time limit. If a response is not received within 30 calendar days, or the extended period if the time for response is extended, then the discipline recommended to the Agency Head/Designee shall be implemented.

ARTICLE 11 - WAGES

- 11.1 The parties agree that pay increases and resulting salary levels must be developed by reviewing total compensation received by employees, including paid leave periods and Employer contributions to

group benefit plans.

(This section does not apply to the E Bargaining Unit.)

- 11.2 On July 1, 2001, all employees, except employees in the E Bargaining Unit, at salary grades 9 and below shall receive a two percent (2%) pay increase to their annual full-time equivalent salary base. On July 1, 2001, all employees, except employees in the E Bargaining Unit, at salary grades 10 and above shall receive a one and one-half percent (1.5%) pay increase to their annual full-time equivalent salary base.
- 11.2.a On July 1, 2001, all employees in the "E" Bargaining Unit shall receive a 2.75% pay increase to their annual full-time equivalent salary base.
- 11.3 On July 1, 2002, all employees, except employees in the E Bargaining Unit, at salary grades 9 and below shall receive a two percent (2%) pay increase to their annual full-time equivalent salary base. On July 1, 2002, all employees, except employees in the E Bargaining Unit, at salary grades 10 and above shall receive a one and one-half percent (1.5%) pay increase to their annual full-time equivalent salary base.
- 11.3.a On July 1, 2002, all employees in the "E" Bargaining Unit shall receive a 3% pay increase to their annual full-time equivalent salary base.
- 11.4 The hiring rate of each salary grade will be established per the grade assignments found in Appendix B. The pay plan will consist of a step pay plan of sixteen steps (the hiring rate, not the adjusted in-grade hiring rate, and an additional fifteen steps). Step Two shall be 2.5% above the hiring rate (Step One), and the other steps shall be 2.5% apart. The maximum rate for each salary grade shall be the sixteenth step.
- 11.5 On July 1, 2001 each step on the pay lines of salary grades 9 and below, in all units except the "E" Bargaining Unit, will be adjusted upward by two percent (2%). On July 1, 2001 each step on the pay lines of salary grades 10 and above, in all units except the "E" Bargaining Unit, will be adjusted upward by one and one-half percent (1.5%). (Appendix B 2001-2003).
- 11.5.a On July 1, 2001, each step on the pay line of all salary grades, in the "E" Bargaining Unit, shall be adjusted upward by 2.75%.
- 11.6 On July 1, 2002 each step on the pay lines of salary grades 9 and below, in all units except the "E" Bargaining Unit, will be adjusted upward by two percent (2%). On July 1, 2002 each step on the pay lines of salary grades 10 and above, in all units except the "E" Bargaining Unit, will be adjusted upward by one and one-half percent (1.5%). (Appendix B 2001-2003).
- 11.6.a On July 1, 2002, each step on the pay line of all salary grades in the "E" Bargaining Unit shall be adjusted upward by 3%.
- 11.7 **Pay Plan.** The pay plan and salary grade assignments for the classifications in each bargaining unit are as listed in Appendix A and B.
- 11.8 **Pay Periods.** The Employer will continue existing practices concerning pay periods and paydays for the term of this Contract.

- 11.9 On January 1, 2002, each bargaining unit member, except those at or above Step 16 (maximum), will receive a one step adjustment to his/her current salary. The step increase for employees whose salary falls between steps shall be a 2.5% salary increase except that no employee's salary increase shall result in a new salary that is higher than that set for step 16. Employees on disciplinary probation or suspension as of January 1, 2002, shall not receive a step increase. Upon satisfactory completion of the probation or of a remediation program, the employee will be entitled to receive his/her step increase which had been denied earlier, but such step increase shall not be retroactive.
- 11.10 On January 1, 2003, each bargaining unit member, except those at or above Step 16 (maximum), will receive a one step adjustment to his/her current salary. The step increase for employees whose salary falls between steps shall be a 2.5% salary increase except that no employee's salary increase shall result in a new salary that is higher than that set for step 16. Employees on disciplinary probation or suspension as of January 1, 2003, shall not receive a step increase. Upon satisfactory completion of the probation or of a remediation program, the employee will be entitled to receive his/her step increase which had been denied earlier, but such step increase shall not be retroactive.
- 11.11 **Promotions.** A bargaining unit member who is promoted to a position of a higher salary grade shall have his/her salary increased by 5% for promotions of one salary grade, 7.5% for promotions of two salary grades, or 10% for promotions of more than two salary grades. If the bargaining unit member's salary falls between steps in the new pay grade, the bargaining unit member's salary will be moved to the closest higher step. The employee's salary shall be at least at the hiring rate of the new salary grade. In no case, shall the employee be paid more than the maximum rate of the new salary grade.
- 11.12 **Demotions.** A bargaining unit member who is demoted, either voluntarily, or as a result of disciplinary action, from a higher pay line to a lower pay line, shall have his/her salary decreased by 5% for demotions of one salary grade, 7.5% for demotions of two salary grades, or 10% for demotions of more than two salary grades. If the bargaining unit member's salary falls between steps, the bargaining unit member's salary will be moved to the closest step below the employee's salary. Under no circumstances would the employee's salary be less than the hiring rate of the new salary grade or greater than 5% above the maximum rate of the new salary grade. (*See Section 19.11 for salary adjustments for downward reclassifications.*)
- 11.13 A former employee returning to work in the same class may be rehired at the same step as the employee was at when he/she left State employment. If the employee's salary was between steps when he/she left State employment, the former employee's salary upon return to work will be moved to the closest step, whether it be higher or lower. If the salary falls exactly between two steps, the employee shall be placed on the higher step.
- 11.14 The Union, the Employee Relations Administrator, and the Director of State Personnel will meet and confer in the event of retention/recruiting problems and may agree to such in-grade adjustments as are necessary to retain, as well as, recruit bargaining unit employees for all bargaining units except the E Bargaining unit.
- 11.14.a The Union, the Employee Relations Administrator, and the Director of State Personnel will meet and confer in the event of retention/recruiting problems and may agree to such in-grade and pay plan adjustments as are necessary to retain, as well as, recruit bargaining unit employees, for the E

Bargaining Unit.

- 11.15 On July 1, 2001, each Youth Security Specialist I and each Youth Security Specialist II, will receive a two step adjustment to his/her current salary, except that the salary of no Youth Security Specialist I or II shall be adjusted to a rate above step 16 by this adjustment. The increase for employees whose salaries are between steps shall be a 5% salary increase, except that no employee's salary increase, under this provision, shall result in a new salary that is higher than that set for step 16. The adjustments referred to in this section shall be made after the July 1, 2001, salary increases specified in Section 11.2 have been made.

ARTICLE 12 - OVERTIME

- 12.1 For the purposes of this Contract, an "overtime eligible" employee shall mean an employee who receives time and one half compensation for overtime hours.
- 12.2 **Scheduling of Overtime:** The Employer will, as far as practicable, offer overtime on an equal basis by state seniority (state seniority date is defined as the employee's service anniversary date as adjusted for leaves of absence, layoffs, suspensions, or unpaid leaves, of more than 14 calendar days) among those included employees in that classification assigned to the work unit who normally perform the work involved.
- 12.3 The Employer may require employees to work overtime which may include evenings, weekends, and/or holidays. Overtime will be offered to volunteering employees within the classification and work unit, but where there is more than one volunteer, overtime shall be offered on a rotating basis beginning with the permanent employee with the most state seniority (state seniority date is defined as the employee's service anniversary date as adjusted for leaves of absence, layoffs, suspensions, or unpaid leaves, of more than 14 calendar days), although the Employer reserves the right to assign overtime to an employee based on immediate availability or special job qualifications, however, the assignment of overtime will not be done in a discriminatory manner. If there are no volunteers, then employees will be required to work overtime on a rotating basis beginning with the employee with the least state seniority (defined above). Except as provided above, refusal to work overtime will not be grounds for adverse action.

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

- 12.4 For overtime purposes, an Agency Head and/or his/her Designee shall determine each employee's work week, which will consist of seven consecutive calendar days. The Union and the State concur that employees working in hospitals, nursing homes, or establishments for the sick, aged, or mentally ill or defective, may be assigned a 14-day, 80 hour work period. The work period for employees, for overtime purposes, shall be determined by the Agency and shall be in compliance with the Fair Labor Standards Act and its exemptions.
- 12.5 Employees in all classifications in the *Maintenance, Trades, and Technical* bargaining unit shall receive time and one half compensation for work performed in an overtime status.

Employees in all classifications in the *Health and Human Care Non-Professional* bargaining unit

shall receive time and one half compensation for work performed in an overtime status.

Employees in all classifications in the ***Administrative Support*** bargaining unit shall receive time and one half compensation for work performed in an overtime status.

Employees in all classifications in the ***Social Services and Counseling*** bargaining unit shall receive time and one half compensation for work performed in an overtime status, except employees in classifications assigned to salary grade 255 or above and except for employees in the following specific job classification(s):

Religious Coordinator II DPI Program Specialist Mental Health Practitioner II

Employees in all classifications in the ***Engineering, Science, and Resources*** bargaining unit shall receive time and one half compensation for work performed in an overtime status, except employees in classifications assigned to salary grade 275 or above and except for employees in the following specific job classification(s):

Aviation Specialist Surveyor/Land

Employees in all classifications in the ***Health and Human Care Professional*** bargaining unit shall receive time and one half compensation for work performed in an overtime status, except employees in classifications assigned to salary grade 285 or above and except for employees in the following specific job classification(s):

Physical Therapist I Audiologist I Speech Pathologist I

Employees in all classifications in the ***Administrative Professional*** bargaining unit shall receive time and one half compensation for work performed in an overtime status, except employees in classifications assigned to salary grade 355 or above and except for employees in the following specific job classification(s):

Attorney I Administrative Assistant III
Accountant III Buyer III

Employees in all classifications in the ***Examining, Inspection and Licensing*** bargaining unit shall receive time and one half compensation for work performed in an overtime status, except employees in classifications assigned to salary grade 375 or above. Employees in the job classification of Examiner III, salary grade 376, and EDP Examiner, salary grade 375, within this bargaining unit shall receive time and one half compensation for work performed in an overtime status.

Employees in all classifications in the ***Protective Service*** bargaining unit shall receive time and one half compensation for work performed in an overtime status.

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.

- 12.6 Hours worked in excess of 40 per week must be authorized in advance by the Agency Head and/or his/her Designee. The Union and the State concur that for employees working in hospitals, nursing

homes, or establishments for the sick, aged, or mentally ill or defective, hours worked in excess of eight hours per day and in excess of 80 hours in a 14-day period must be authorized in advance by the agency head and/or his/her Designee, providing that the employees receive overtime compensation for work in excess of eight hours in any work day and in excess of 80 hours in such a 14-day period. Such authorization may be written or oral, but in any event, such approval shall be made a matter of written record by the Agency.

- 12.7 In the event of an emergency, or when it is not possible or practical to obtain prior approval for overtime work to be performed, the Agency Head and/or his/her Designee may approve the overtime in writing subsequent to the time the work was performed.
- 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), 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;
 - 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.

(Health and Human Services System 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.)

- 12.9 For all employees except "E" Bargaining Unit employees, holidays shall be considered as work hours for overtime purposes. Leave time (vacation, sick, etc.) shall not be considered as hours worked. Hours actually worked on the employee's designated holiday shall not also be considered as hours worked for overtime purposes.
- 12.9.1 For "E" Bargaining Unit employees, paid leave time shall not be considered as hours worked for overtime purposes. Hours actually worked on the employee's designated holiday shall be considered as hours worked when calculating overtime.
- 12.10 Upon proper Agency authorization, up to two hundred and forty hours of compensatory time (not more than one hundred and sixty hours of actual overtime hours worked) may be accumulated by an employee. Time accumulated over the above noted amounts must be paid for at time and one-half rates. Payment of overtime shall be paid at the employee's current hourly rate, or at the average regular rate of pay for the final three years of employment, whichever is higher.

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

(Department of Roads employees covered by this Contract see Appendix D for Compensatory time

provisions.)

(Commission on Law Enforcement and Criminal Justice employees covered by this Contract see Appendix G for Compensatory time provisions.)

- 12.11 Between December 25 and December 31 of each year, an employee may elect by notifying the Agency in writing, to receive payment for unused compensatory time accumulated during the prior State fiscal year. Compensatory time hours not paid shall be continued in the employee's compensatory time balance.

(Department of Roads employees covered by this Contract see Appendix D for Compensatory time provisions.)

- 12.12 An employee shall be entitled to use compensatory time off upon request, except that the Employer may refuse such requests based on staffing requirements. However, staffing requirements shall not be a permanent reason to deny such request.

(Health and Human Services System employees covered by this Contract see Appendix C 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.

ARTICLE 13 – INSURANCE

- 13.1 **Health Insurance:** The monthly Employer contribution toward any group health insurance option offered by the Employer between July 1, 2001, through June 30, 2003, shall be the amount equal to seventy-nine percent (79%) of the total premium cost of the plan, option, and coverage chosen by the bargaining unit member.

For purposes of this section, option shall mean one of the choices of levels of medical and other benefits offered by a carrier. Coverage shall mean the rate categories of single, two-party, four-party, and family, as offered under any contract entered into for medical benefits.

Any HMO plan, basic PPO plan, or Point of Service (POS) plan offered to other employees covered by the Nebraska Classified Personnel System, shall be offered as a choice to bargaining unit employees.

For deductibles, out-of-pocket maximums, coinsurance after deductible provisions, and prescription drug card provisions in effect July 1, 2001, through December 31, 2001, see the 1999-2001 Labor Contract.

The following deductibles, out-of-pocket maximums, coinsurance after deductible provisions, and prescription drug card provisions take effect January 1, 2002.

PPO Plan

Total Benefit Maximum - \$2,000,000

\$400 Annual deductible per person – In Network

\$800 Annual deductible per family – In Network

\$1400 Annual out-of-pocket maximum per person – In Network

\$2800 Annual out-of-pocket maximum per family – In Network

80% coinsurance for most covered services after deductible – In Network

The PPO plan shall include the prescription drug card coverage with a \$15.00 copayment per 30 day supply of generic drugs; and a \$30.00 copayment per 30 day supply for brand name drugs for most covered prescriptions. Mail order is available for long-term maintenance drugs for a \$70.00 copayment when an 180 day supply is prescribed for most covered prescriptions.

- 13.2 Group health, dental, vision, and long term care insurance benefits, in addition to the employee assistance program, will be offered to retirees who retire on or after the effective date of this Contract until the age of sixty-five. The entire cost of such insurance and participation in the employee assistance program to be borne by the retiree.
- 13.3 **Life Insurance:** The Employer will provide a \$20,000 group life insurance policy for each full-time employee. The full cost will be borne solely by the Employer. Optional life insurance will be made available to bargaining unit employees at the employee's cost.

(Department of Labor employees covered by this Contract see Appendix L)

- 13.4 **Dental Insurance:** The Employer agrees to offer group dental insurance to bargaining unit employees and their dependents, at employee cost.
- 13.5 **Long Term Disability Insurance:** The Employer agrees to offer group long term disability insurance for bargaining unit employees at employee cost.
- 13.6 **Vision:** The Employer agrees to offer group vision insurance to bargaining unit employees and their dependents, at employee cost.
- 13.7 **Long Term Care:** The Employer agrees to offer group long term care insurance to bargaining unit employees and their dependents, at employee cost.
- 13.8 A labor/management committee with equal numbers of participants from the employer and unions shall oversee the State's RFP process, which shall be completed by May 1st.

ARTICLE 14 - AUTHORIZED LEAVE

- 14.1 **Holidays:** 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
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

(Educational Telecommunications Commission employees covered by this Contract see Appendix N for Holiday provisions.)

(Nebraska Military Department firefighters covered by this Contract see Appendix Q for Holiday provisions.)

- 14.2 **Holiday Leave for Part-time Employees:** Employees working part-time schedules shall receive paid time off for holidays on a pro-rated basis.
- 14.3 **Weekend Holidays:** When a holiday falls on the first day of an employee's weekend, it shall be observed on the preceding day. When a holiday falls on the second day of an employee's weekend, it shall be observed on the following day. A weekend is two consecutive days off, whether they be Saturday/Sunday, Tuesday/Wednesday, Friday/ Saturday, etc.
- 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)

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

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

- 14.5 **Vacation Leave:** Earning of vacation leave by bargaining unit employees begins immediately upon employment. Full-time employees earn vacation leave according to the following schedule based on their service anniversary date:

1st year through 5th year	96 hours	12 days
6th year	120 hours	15 days
7th year	128 hours	16 days
8th year	136 hours	17 days
9th year	144 hours	18 days
10th year.....	152 hours	19 days
11th year.....	160 hours	20 days

12th year.....	168 hours	21 days
13th year.....	176 hours	22 days
14th year.....	184 hours	23 days
15th year.....	192 hours	24 days
16th year and more.....	200 hours	25 days

See Section 14.15 for accrual rates for employees returning to work after a break of service of less than five calendar years.

- 14.6 **Scheduling Vacation Leave:** Vacation leave should be applied for in advance by the employee and may be used only when approved by the Agency Head and/or his/her Designee. Vacation leave may not be unreasonably denied or deferred so that the employee is deprived of vacation rights.

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

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

- 14.7 **Balancing of Vacation Leave:** An employee's accumulated vacation time in excess of thirty-five days shall be forfeited as of the end of business on December 31st of each calendar year.

- 14.8 **Vacation Leave Payment:** Employees who leave employment shall be paid for any unused accumulated vacation leave earned, calculated on their base hourly rate. Pay for the unused accumulated vacation leave shall be in a lump sum addition to the employee's last paycheck.

- 14.9 **Catastrophic Illness Donation.** The provisions of this section are non-grievable. Employees may contribute accrued vacation leave to benefit another State employee in the same agency suffering from a catastrophic illness. Employees may contribute accrued vacation leave to benefit another State employee in a different agency suffering from catastrophic illness with the agreement of both the receiving agency and the donating agency. Vacation leave shall be donated in no less than one (1) day increments. The contributing employee must identify the specific amount of time donated and the name of the recipient of the donated vacation leave on forms provided by the Employer for this purpose. Vacation leave donated and transferred to another State employee pursuant to this provision shall be irrevocably credited to the recipient's sick leave account.

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. No more than nine months 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.

- 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 vacation leave.
- 5. Must not have offered anything of value in exchange for the donation.

Eligibility of Donor Employee:

- 1. Only whole days 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 40 hours of accrued vacation leave, if donating vacation leave.

14.10 **Sick Leave:** Full-time employees, in all bargaining units, except the “E” Bargaining Unit, earn sick leave according to the following schedule:

1 st year through 5 th year.....	96 hours	12 days
6 th year through 15 th year	112 hours	14 days
16 th year and more.....	144 hours	18 days

Full time employees in the “E” Bargaining Unit earn 13.5 days of sick leave each year of employment.

See Section 14.15 for accrual rates for employees returning to work after a break of service of less than five calendar years.

14.10.1 There shall be no maximum limit on accumulation of sick days except as provided in Section 14.14.

14.11 The following conditions are valid reasons that sick leave may be used:

- a. When an employee is unable to perform his/her duties because of sickness, disability, injury, or when an employee's presence at work jeopardizes the health of others by exposing them to a contagious disease. Pregnancy, post-natal recovery, and miscarriage, shall be considered temporary disabilities.
- b. When the illness, disability, injury, or major surgery of an immediate family member requires the employee's presence. The immediate family shall be considered as: spouse, children, parents, and others bearing the same relationship to the employee's spouse. At the Agency head's discretion, the definition of immediate family may be broadened.
- c. When an employee preschedules medical, surgical, dental or optical examinations or treatment,

or when the employee must seek emergency medical treatment.

- 14.11.1 Should an employee require hospitalization while on vacation, vacation leave shall be changed to sick leave, effective the date of hospitalization, upon application to the employee's immediate supervisor outside the bargaining unit. Upon such application, employees may be requested by the Agency Head/Designee to furnish proof of hospitalization, if requested by the Agency Head/Designee. Further, vacation leave may, if approved by the Agency Head/Designee, be changed to sick leave upon submission of a physician's statement substantiating and verifying treatment of the employee.
- 14.12 **Request for Sick Leave:** Sick leave shall be requested in advance when possible. Such request shall be answered within 48 hours. In the case of illness, injury, emergency or any other absence not approved in advance, the employee should inform the first level of supervision outside the bargaining unit of the circumstances as soon as possible. An employee may be required to submit substantiating evidence when the reason for the leave request was a medical or dental appointment or when the Agency Head and/or his/her Designee suspects sick leave abuse. Substantiating evidence may be required if the sick leave absence exceeds three consecutive workdays.
- 14.13 Sick leave may be denied when the employee fails to substantiate the legitimate use of sick leave.
- 14.14 All sick leave shall be forfeited upon separation from employment, except that an employee age 55 or above, or of a younger age if the employee meets all criteria necessary to retire under the primary retirement plan covering his/her State employment, or at death, shall receive a one-time payment of one quarter of his/her accumulated sick leave not to exceed 50 days. An employee may only receive this payout once no matter how many times the employee is re-employed with the State. A retiree returning to state employment will begin earning vacation and sick leave at the beginning earning rate of a newly hired employee.
- 14.15 Employees returning to work on or after July 1, 2001, after a break in service of less than five calendar years shall have their accumulated unpaid sick leave balance reinstated. The employee's service date shall be adjusted for the period of absence. The employee's vacation leave and sick leave earning rate will also be adjusted, and the new rate of earning will be based on the adjusted service date. Employees returning to work after a break in service of more than five calendar years shall start with a zero sick and vacation leave balance and shall be considered to be new employees for service date purposes, and shall earn vacation and sick leave at the beginning earning rate of a newly hired employee.
- 14.16 **Family Leave**
- 14.16.1 **Eligibility.** Family Leave is unpaid time off from work. An employee must have at least twelve total months of service and at least 1250 hours of service in the previous twelve month period to be eligible for Family Leave. Temporary employment with the State of Nebraska counts toward an employee's eligibility. An employee can use paid vacation leave or sick leave as part of their 12 weeks of Family Medical Leave if the employee should so choose.
- 14.16.2 **Conditions for Using Family Leave.**

Unpaid Family Leave may be used for the following reasons:

- a. Because of the birth of a child of the employee.
- b. Because of the adoption or placement of a foster care child with the employee.
- c. In order to care for the serious health condition of the employee's spouse, child, or parent.
- d. Because of the serious health condition of the employee.

NOTE: Spouse does not include unmarried domestic partners. Child may include stepchildren, foster children, or certain other children having more than a short-term residence in the employee's home such as legal wards of the employee. Care for mother-in-law or father-in-law is not included. However, parent may include individuals other than natural or adoptive parents who served in a long-term parental role for the employee.

NOTE: Serious health conditions are defined as illness, injury, impairment, or physical or mental conditions that involve; (1) in-patient care, (2) absence from work, school or other regular daily activities for more than three calendar days and continuing treatment by a health care provider, or (3) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, or prenatal care. Examples of serious health conditions include: heart attack, heart by-pass or valve operations, most cancers, back conditions requiring extensive therapy or surgery, strokes, severe respiratory conditions, spinal conditions, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, need for prenatal care, severe morning sickness, childbirth, and recovery from childbirth. This does not include voluntary or cosmetic treatments. unless inpatient hospitalization is required.

14.16.3 **Certification of Serious Health Conditions.** When requesting Family Leave for serious health conditions, an employee must provide certification from a health care provider which includes:

- (1) the date on which the serious health condition commenced;
- (2) the probable duration of the condition;
- (3) any appropriate medical facts;
- (4) a statement containing specific information why the employee is needed to care for the child, spouse, or parent, **or**; a statement containing specific information why the employee is unable to perform the functions of the job;
- (5) if the leave is to be intermittent, a statement containing specific information concerning planned medical treatments, the expected dates and duration of treatment.

14.16.3.a **Medical Second Opinions.** The Agency may require a second opinion (the Agency's choice of health care provider) and must pay for the cost of the second opinion. If the second opinion differs from the first, a third opinion may be sought (from a mutually agreed upon health care

provider, again, at the Agency's expense). The results of the third opinion are final.

- 14.16.4 **Notice of Intent to Use Family Leave.** A minimum of 30 days notice to the Agency must be provided by the employee before he or she may use Family Leave. Where 30 days notice is not foreseeable, notice must be given as early as possible.
- 14.16.5 **Family Leave Duration.** Unpaid Family Leave is limited to a total of twelve weeks within a twelve month period, starting with the date the employee first uses unpaid Family Leave.
- 14.16.6 **Family Leave Not Cumulative.** Family Leave cannot be carried forward beyond the twelve month period and banked for future use.
- 14.16.7 **Incremental Use of Family Leave.** With approval of the agency, Family Leave may be taken in increments with proper medical certification (federal law allows employees not eligible for overtime "exempt employees" to make incremental use of unpaid Family Leave without affecting their "salaried" status).
- 14.16.8 **Health Insurance while on Family Leave.** Employer health insurance contributions shall continue during an employee's unpaid Family Leave absence, provided the employee makes his/her required contribution. Employer contributions shall be based as if the employee had continued to work his/her normal schedule. When an employee does not return from Family Leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to Family Leave; or 2) other circumstances beyond the employee's control, the employee will be required to reimburse the State for the State's share of health insurance premiums paid on the employee's behalf during the Family Leave.
- 14.16.9 **Service Date Adjustments.** The employee's Service Date shall be adjusted when an unpaid absence due to Family Leave exceeds 14 consecutive calendar days.
- 14.16.10 **Family Leave Denials.** DAS Employee Relations Division shall be notified by the Agency of any requests for Family Leave which are denied.
- 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. Step-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. Bereavement leave will not be unreasonably denied and will be consistently applied.
- 14.18 **Injury Leave:** All 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.

14.19 **Military Leave:** Military leave shall be granted in accordance with applicable federal and state laws.

14.20 **Civil Leave:** All employees shall be eligible for paid civil leave under the following conditions:

- a. **Jury Duty:** If an employee is called to serve as a juror, he/she shall be entitled to paid civil leave. Employees will return to work when not actually serving as a juror on a daily basis.
- b. **Election Board Duty:** If an employee is appointed as a clerk, judge, or election inspector on an election or counting board, he/she shall be entitled to paid civil leave.
- c. **Voting Time:** All employees shall be allowed up to two paid hours for the purpose of voting provided the employee does not have sufficient time before or after regular duty hours to vote. The two hours authorized for voting does not apply to those employees who by reasons of their employment must vote by use of an absentee ballot.
- d. **Court Appearances:** Time spent by employees appearing in court as a function of their job shall be considered as hours worked. All witness fees and reimbursements received as a result of these court appearances shall be returned to the State.

Employees attending courts as a plaintiff, defendant or witness on non-work related matters, may use vacation leave or earned compensatory time. In the event the employee is subpoenaed for non-work related matters and does not have vacation leave or compensatory time the Agency Head and/or his/her Designee shall grant a leave of absence. Any witness fees paid to the employee for these court appearances shall be kept by the employee.

14.21 **Leave of Absence:** An Agency Head and/or his/her Designee may grant employees an unpaid leave of absence, not to exceed one year (except for military service and some worker's compensation cases), when such absences will not interfere with the best interest of the state. Under unusual circumstances this time may be extended by the Agency Head and/or his/her Designee. Written requests for leaves of absence will be considered for such things as temporary disabilities, educational purposes, or other uses. Medical leaves of absence shall not exceed six weeks unless approved by a physician. The leave of absence when granted, shall be in writing and detail the employment conditions that will be in effect at the end of the absence. Vacation leave shall not be required to be exhausted prior to such requests.

14.21.1 During the leave of absence, the temporarily vacated position may be filled by either employing a temporary employee or assigning another qualified employee to assume the duties of the position.

- 14.21.2 No leave benefits will accrue during a leave of absence
- 14.21.3 Sick and vacation earned but unused prior to leave of absence will be carried forward upon the employee's return.
- 14.21.4 The employee's service date shall be adjusted for non-pay absences in excess of fourteen calendar days, except when an employee is still eligible for worker's compensation payments.
- 14.22 **Adoption Leave:** Upon request, the mother of newly adopted children shall receive the same sick leave allowed to State employees who are new mothers by natural birth (generally six weeks) when adopting a child. Fathers of newly adopted children should receive leave on the same terms as fathers by natural birth.
- 14.23 **Disaster Relief Leave.** Employees who provide proof of their disaster relief volunteer certification with the American Red Cross may, with appropriate supervisory authorization, be granted paid civil leave not to exceed fifteen working days in each calendar year to participate in specialized disaster relief services in Nebraska for the American Red Cross, upon the request of the American Red Cross.
- 14.24 **Leave for Part-time Employees:** All types of leave are granted in proportional amounts for part-time employees.
- 14.25 **Advancement of Vacation and Sick Leave:** Agency heads may advance vacation and sick leave to employees in an amount not to exceed a total of 80 hours (pro-rated for part-time employees). Employees shall reimburse the State for all used unearned vacation and sick leave upon separation or transfer.
- 14.26 In case of extreme weather conditions, Agencies shall be as lenient as possible in the approval of compensatory time or vacation leave time in accordance with the Governor's emergency weather policy.
- 14.27 All leave requests shall be responded to within two work days from receipt by their supervisor and/or designee.

ARTICLE 15 - ANTI - DISCRIMINATION

- 15.1 The provisions of this Agreement shall be applied to all employees in the bargaining units without discrimination as to protected age, sex, marital status, race, color, creed, national origin, handicap, or political affiliation. Each of the parties hereto recognize their individual responsibilities under this paragraph and agree to fulfill those responsibilities.

ARTICLE 16 - SAVINGS CLAUSE

- 16.1 If any provision of the Contract is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of the Contract shall remain in full force and effect for the duration of this Contract. The parties shall meet as soon as possible to agree on a substitute provision should any provision of this Contract be declared unlawful, unenforceable or not in accordance with applicable statutes. If the parties are unable to agree on a substitute provision within thirty days following commencement of the initial meeting, the provision becomes inoperative and the matter shall be postponed until contract negotiations are reopened.

ARTICLE 17 - PAY DURING TEMPORARY TRANSFER

- 17.1 When any employee of the bargaining unit performs the duties of a position in a classification higher than the classification currently held by the employee, the employee shall receive a temporary pay increase to the first step of the higher classification or an increase in accord with Section 11.11, whichever is higher, but in no case shall the employee receive a pay reduction. An employee will be deemed to be assigned such duties when the temporary transfer exceeds fifteen consecutive calendar days in a thirty day period. Any such pay increase will begin on the sixteenth day, shall be retroactive to the date of the temporary transfer, and shall end when the employee reverts to his/her previous classification.

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

ARTICLE 18 - HEALTH AND SAFETY

- 18.1 The Employer agrees to furnish and maintain in safe working condition tools and equipment required by the Employer to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice. Employees are responsible for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use. Refusal to work in an unsafe environment shall be a defense to disciplinary action.
- 18.2 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 pursue improvements that will make the worksite safe and healthy.
- 18.3 The Employer shall develop policies for addressing bomb threats, fire and weather emergencies, and evacuations; and agencies shall develop policies addressing violence in the workplace.
- 18.4 Employees will be provided with ongoing information, training, and supplies concerning exposures in the work place that could present a substantial health or safety risk.

- 18.5 Where employees are required by the Employer to wear uniforms and safety and protective clothing, see the appropriate Appendix to this Contract concerning the terms and conditions of issue, parameters of wear, replacement of the required uniforms, and maintenance of such uniforms.
- (Department of Health and Human Services employees covered by this Contract see Appendix C for Uniforms provisions.)
- (Department of Roads employees covered by this Contract see Appendix D for Health and Safety provisions.)
- (Game and Parks Commission employees covered by this Contract see Appendix E for Uniforms provisions.)
- (Nebraska State Patrol employees covered by this Contract see Appendix F for Uniforms and Protective Clothing provisions.)
- (Commission on Law Enforcement and Criminal Justice employees covered by this Contract see Appendix G for Uniforms provisions.)
- (Department of Agriculture employees covered by this Contract see Appendix I for Protective Clothing provisions.)
- (Department of Environmental Quality employees covered by this Contract see Appendix J for Protective Clothing provisions.)
- (Department of Correctional Services employees covered by this Contract see Appendix M for Uniforms provisions.)
- (Department of Administrative Services employees covered by this Contract see Appendix P for Uniforms provisions.)
- (Nebraska Military Department employees covered by this Contract see Appendix Q for Uniforms provisions.)
- 18.6 The Employer agrees that bargaining unit employees may submit requests to the State Claims board.
- 18.7 All Employer-owned vehicles which are used by bargaining unit employees shall be equipped as required by law. All occupants of automobiles used in the course of employment are required to use seat belts. Bargaining unit employees shall not use portable radar detectors, or headphones while operating State owned motor vehicles. Employees operating State vehicles will use extreme caution if it is necessary to operate a cell phone while operating a motor vehicle.
- 18.8 **Employee Assistance Program:** The Employer shall maintain an Employee Assistance Program. Records concerning an employee's treatment for alcoholism, drug or stress-related problems shall remain separate from other personnel materials. All Employee Assistance records shall remain confidential.
- 18.9 Whenever an employee is required to perform duties which require working with or around hazardous chemicals, agents, or equipment, the employee shall receive necessary training and shall be provided necessary protective equipment and clothing. At a minimum the education and training must include:

- a. The location of toxic substances.
 - b. The names of the substances, including the generic or chemical name, as well as the trade or other commonly used names.
 - c. The acute and chronic effects of exposure to the hazardous substance, and any symptoms and effects of exposure.
 - d. The potential for flammability, explosion and reactivity of such substance.
 - e. Appropriate emergency treatment.
 - f. Proper conditions for safe use and exposure to such toxic substances.
 - g. Procedures for cleanup of leaks and spills of such substances.
- 18.10 For each hour of continuous and intensive VDT (video display terminal) use, employees shall be entitled to a five minute non-VDT use work assignment. All employees working in jobs which are subject to repetitive motion shall be afforded necessary information and training on how to prevent repetitive motion disease and injury.
- 18.11 The Agency shall request the Attorney General's office to provide legal counsel to employees sued for actions taken by them in the course and scope of their employment. The Agency shall in no way be held liable for damages, judgments, or legal fees arising out of cases in which the employee has refused State provided legal counsel and chosen Union, private or other legal services. When an employee is served with legal process relating to his/her job, the employee is responsible to seek legal help and shall notify the Agency's litigation contact person as soon as practicable.
- 18.12 Safety issues shall be a proper subject for any Labor-Management Committee meeting including the statewide Safety Committee coordinated through the Department of Administrative Services, Risk Management Division.
- 18.13 Possession of a firearm is forbidden in State work places by employees other than those who may be authorized in connection with official duties for the employer, and Game and Parks Commission employees who reside in State housing or who serve as Volunteer Hunter Education Instructors, and Aeronautics employees who reside on state airfields.
- 18.14 Use of a controlled substance or alcoholic beverage in the workplace or reporting for duty under the influence of alcohol and/or unlawful drugs is prohibited.

ARTICLE 19 - CLASSIFICATION APPEALS

- 19.1 The Employer agrees to classify/reclassify positions based on the duties performed, the scope and level of responsibilities assigned, the nature and extent of supervision received and/or exercised, and the knowledge, abilities and skills required -- the end result being that all classifications/reclassifications shall be in balance with the classification for similar work being performed by other state employees. The Employer retains the right to assign and/or reassign work, which may affect the classification assignment of each position.
- 19.2 If an employee disagrees with his/her classification assignment, the employee may request a review of such assignment provided the position has not been reviewed by the State Personnel Division in the previous six calendar months. Requests for review shall be submitted in writing to the Agency Director or Designee and shall contain the following:

- a. a current State Personnel Division job description questionnaire completed by the employee and signed by the first level supervisor outside the bargaining unit;
 - b. a concise and specific statement as to why the employee believes the current classification assignment is inappropriate and the specific reasons therefore; and
 - c. a concise and specific statement of the classification sought (which must be a currently existing classification), and the specific reasons therefore. Upon request from the employee, the Agency or DAS - State Personnel will consult with the employee concerning possible classifications to be listed as the classifications sought.
- 19.3 From the date of receipt of an employee classification request by the Agency Personnel Office or Designee, the Agency shall have forty-five work days to review and if necessary change the assignment of duties and responsibilities of a position. The Agency's review shall include a review of the submitted job description by the first level supervisor outside the bargaining unit who shall provide written remarks indicating agreement or disagreement with the contents of the submitted job description. After that review period of forty-five work days, the Agency shall not reassign work during the reclassification review. The Agency Head or Designee shall issue a written response advising the employee of the Agency's decision regarding the assigned job duties.
- 19.4 No position shall be classified or reclassified without written authorization of the Director of State Personnel.
- 19.5 Within fifteen work days after receipt of the Agency Head's or Designee's written decision on either a) an employee's review request, or b) an Employer initiated review, the employee, through the Agency Head or Designee, may forward the reclassification review request to the State Personnel Director.
- The employee shall also include items a, b, and c of 19.2 above to be forwarded to the State Personnel Director at this stage of an Employer initiated review.
- 19.6 The State Personnel Director shall issue a decision in writing no later than fifteen work days from receipt of request, except in cases where State Personnel job description questionnaires or other relevant information must be collected from other employees, in which case the State Personnel Director shall have up to forty-five work days from receipt of the request to issue a decision. The decision of the DAS State Personnel Director shall be implemented during the current or next pay period.
- 19.7 Within fifteen work days from receipt of the decision of State Personnel Director, the employee may appeal the decision of the State Personnel Director to the Classification Appeal Panel.
- 19.8 The Classification Appeal Panel shall be made up of five members, two chosen by the Chief Negotiator, and two chosen by the Union, and a fifth member chosen by the other four. In addition, the four members shall select an alternate fifth member to serve in the absence of the original fifth member. All members and alternates shall have education or experience concerning job evaluation techniques, such education and experience to be evaluated by members of the Panel themselves. All members shall undergo training provided by the State Personnel Division concerning Nebraska's

classification system. The Union and the Employer shall each designate one alternate to serve as their representative on the Classification Appeal Panel when a regular member is unable to attend or when a regular member is unable to vote. All members shall serve for the duration of this Contract. The entire Panel may elect to hear classification appeals or the Panel may designate a minimum of three members to hear such appeals. The Panel members hearing the appeal shall have authority to make decisions without the need for the entire Panel's review or approval.-

- 19.9 Rules of procedure regarding said appeals shall be developed by the Classification Appeal Panel. The function of the Classification Appeal Panel shall be to ensure classifications/ reclassifications are in balance with the classification for similar work being performed by other state employees and that the issues raised by the appealing employee were taken into consideration. The review of the Classification Appeal Panel shall be limited to the issues raised by the appealing employee in the original appeal request. New issues shall not be allowed at this step of the review. The Classification Appeal Panel shall, when overturning a decision of the State Personnel Director, provide their findings and conclusions along with appropriate directions to the State Personnel Director or designee at the close of the meeting.
- 19.10 The Classification Appeal Panel members shall be limited to a choice to either uphold the State Personnel Director's decision, or to grant the employee the reclassification sought.
- 19.11 Implementation of upward classification changes appealed to the Classification Appeal Panel, will be effective the first day of the next full pay cycle following final determination by the Classification Appeal Panel. Implementation of appropriate pay increases shall be made retroactive to the date on which the employee's appeal to the Classification Appeal Panel was received by the DAS - State Personnel Division. Pay increases for upward classification changes will be calculated in the same manner as provided in Section 11.11 for promotions. An employee reclassified to a class of a lower salary grade may have his/her pay reduced by up to 2.5 percent per salary grade effective the date of State Personnel's determination, except that if the Classification Appeal Panel reverses such reclassification action, the employee shall revert to his/her former rate of pay and shall be awarded back pay for the time spent in the inappropriate lower classification.
- 19.12 When jobs are retitled or reclassified, and the core duties remain essentially the same, employees holding such positions before the position was retitled or reclassified, shall retain their classification seniority.

ARTICLE 20 - EMPLOYEE TRAINING AND EDUCATIONAL ACTIVITIES

- 20.1 **Training:** The Employer agrees to maintain its continuing effort to provide employees with training necessary for the accomplishment of employees' assigned duties. Priority shall be given to immediate work requirements, when assigning employees to training activities. Employee seniority shall, be a factor considered when assigning employees to training activities related to less immediate work requirements.
- 20.2 The cost of training required by an Agency shall be paid by that Agency. An employee participating in required training shall be considered to be on work time.
- 20.3 **Tuition Assistance:** Bargaining unit employees can enroll in university or college, vocational

technical school or extension courses. The course may be by correspondence or attendance at classes during non-working hours or during working hours with approval of the Agency Head and/or his/her Designee. Where practicable, in relation to work requirements, the Employer shall be liberal with the approval of requests for accrued/unused vacation leave, flex-time scheduling, compensatory time, or leave without pay for the purpose of enabling employees to attend classes conducted during an employee's regularly scheduled work hours.

- 20.4 Employees participating in this program shall, prior to class starting date, submit a "request for tuition assistance" form to the Agency Head and/or his/her Designee for approval. Financial assistance shall be for tuition only. Eligibility for tuition reimbursement requires a course grade of "C" or better, or pass for pass/fail courses.
- 20.5 The Employer may reimburse the employee for 50% to 100% of tuition for approved job, career related, or degree required courses. For employees with the same job title, and performing the same work, the determination shall be the same for the same or similar courses during the term of this Contract.
- 20.6 Employees eligible for other educational reimbursements through other governmental programs shall use these programs first. If the cost of an approved course is more than the amount available from other sources, the Employer may reimburse the employee for up to 100% of the difference for tuition costs only.
- 20.7 Employees who receive tuition assistance may be required to reimburse the Employer if they voluntarily leave their employment within one year of the course completion date. However, employees who are laid off or terminated by the Employer shall not be required to repay tuition assistance received.

ARTICLE 21 - LABOR/MANAGEMENT COMMITTEE

- 21.1 The parties agree to the establishment of Labor/Management Committees.
- 21.2 The committees may be established on a regional, district, facility, department-wide or all bargaining unit basis with mutual agreement of the parties. Such requests shall not be unreasonably denied or delayed. The number of paid employees participating on behalf of the Union shall be three unless otherwise mutually agreed upon by the parties.
- 21.3 Issues taken to Facility/District/Regional Labor Management meetings shall be responded to within thirty working days. It is understood that some issues may take longer to establish policies and/or to implement. In these cases, Management shall respond with a decision as to their position on the issue or their intended course of action. A good faith effort shall be made to resolve issues at this level. If a satisfactory resolution cannot be reached within two attempts, then either party may call for a Department-wide Labor Management meeting.

ARTICLE 22 - PERSONNEL FILE INFORMATION

- 22.1 With prior approval for absence from work from the first level of supervision outside the bargaining

unit, an employee shall be allowed to inspect his/her personnel file during normal office hours or if feasible, at the employee's work site.

- 22.2 Upon receipt of written authorization from the employee, the Agency will allow another employee or designated representative to inspect their entire personnel file or payroll record maintained by the Agency.
- 22.3 Personnel files cannot be removed from the premises and all file reviews will be under the supervision of the Agency.
- 22.4 Except as needed to process grievances, the Agency will provide one copy of up to ten personnel file documents when requested by an employee during each year of this Contract.
- 22.5 An employee shall be notified in writing within ten work days of any non-routine information being placed in his/her personnel file.
- 22.6 An employee may include rebuttal documents of his/her choice in his/her personnel file.
- 22.7 At the request of the employee, records of disciplinary action shall be removed from the employee's personnel file after two years after the discipline was imposed, except in situations where the employee has been disciplined for workplace harassment, the records shall be removed from the file after four years at the employee's request.

ARTICLE 23 - NO STRIKE - NO LOCKOUT

- 23.1 The Union and the Employer recognize and agree that the rendering of services to the citizens of the State cannot be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety and welfare of the inhabitants thereof, as well as violate State Statute.
- 23.2 Neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sympathy action, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer.
- 23.3 Neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Contract.
- 23.4 The Employer may discharge or discipline any employee who intentionally in concert violates the terms of this Article and any employee who fails to carry out his/her responsibilities under the terms of this Article.
- 23.5 Nothing contained herein shall preclude the Union or the Employer from obtaining whatever remedies may be available to the parties at law or in equity in the event of a violation of this Article.
- 23.6 The parties agree to comply with the provisions of Sections 48-802 and 48-821 R.R.S. Neb., which are recognized as applicable to the parties to this Contract.

ARTICLE 24 - TERM OF CONTRACT

- 24.1 The terms and conditions of this Contract shall continue in full force and effect commencing on July 1, 2001, and terminating on June 30, 2003, unless the parties mutually agree in writing to extend any or all of the terms of this Contract.
- 24.2 Negotiations for a new Contract shall be conducted in compliance with the provisions of the State Employees Collective Bargaining Act (Neb. Rev. Stat. Sections 81-1369 through 81-1390).
- 24.3 Activities preparatory for the commencement of bargaining shall be as follows:
- On September 1 of the year preceding the beginning of a period to be covered by the Contract, the Union shall submit a set of original Contract proposals to the Employer. On October 1 of the year preceding the beginning of a period to be covered by the Contract, the Employer shall submit a set of counter proposals to the Union. The parties shall commence bargaining on proposals on or before the second Wednesday in September.
- 24.4 If no agreement is reached by December 1, unresolved issues shall be submitted to mediation.
- 24.5 The Employer shall pay up to one thousand hours of salaries for employee representatives on the Union bargaining team for time spent at the bargaining table. The Employer shall pay up to one hundred hours of salaries for "E" Bargaining Unit employees on the Union bargaining team for time spent at the bargaining table. Time spent in agency specific appendix bargaining will be counted as time spent in labor-management committee meetings.

ARTICLE 25 - MISCELLANEOUS

- 25.1 **Flexible Spending Account:** The Employer will provide an opportunity to employees to voluntarily participate in a flexible spending account, subject to Internal Revenue Service Code Section 125. Employees may choose to set aside an amount from their paychecks which is not taxed. This money can be set aside only in a medical and/or dependent care account for payment of eligible expenses.
- 25.2 **Salary Grade Assignments:** Recognizing that changes may occur in jobs during the term of this Contract due to technology, new programs, evolution of responsibilities, and in the interest of enabling employees to realize the prompt benefit of equitable pay at the earliest date possible, the parties agree to meet quarterly during the term of this Contract in an attempt to mutually agree upon such salary grade re-assignments.
- 25.3 Employees exercising their rights under the Effectiveness in Government Act shall have those protections set out in Neb. Rev. Stat. Sec. 81-2701 to 81-2710.
- 25.4 The Union, the Employee Relations Administrator, and the Director of State Personnel will meet and confer once a new State Employee Classification System is developed concerning the resulting adjustments to the salaries of bargaining unit employees and the salary grades assigned to various classifications.

- 25.5 **Tax Sheltered Parking.** The Employer will provide an opportunity to employees to voluntarily participate in a tax sheltered parking program, subject to Internal Revenue Service Code Section 132. The plan will apply to employees paying for parking at a state facility through payroll deduction, and will apply to employees paying for parking at a private facility through payroll deduction. The effect of this plan will be to reduce the amount of taxable income to employees meeting this criteria, as pre-tax dollars will be used to pay for employee parking payments.

CLASS CODE PREFIXES

Listed below are the various prefixes to class codes within each Bargaining Unit:

- A = ADMINISTRATIVE PROFESSIONAL BARGAINING UNIT
 C = SOCIAL SERVICES AND COUNSELING BARGAINING UNIT
 E = ENGINEERING, SCIENCE AND RESOURCES BARGAINING UNIT
 H = HEALTH AND HUMAN CARE PROFESSIONAL BARGAINING UNIT
 I = HEALTH AND HUMAN CARE NON-PROFESSIONAL BARGAINING UNIT
 M = MAINTENANCE, TRADES AND TECHNICAL BARGAINING UNIT
 P = PROTECTIVE SERVICE BARGAINING UNIT
 S = ADMINISTRATIVE SUPPORT BARGAINING UNIT
 X = EXAMINING, INSPECTION, AND LICENSING BARGAINING UNIT

APPENDIX A

ADMINISTRATIVE PROFESSIONAL BARGAINING UNIT

Code	Grade	Class Title
A192121	350	Accountant I
A194121	352	Accountant I/Systems
A192122	352	Accountant II
A194122	354	Accountant II/Systems
A192123	354	Accountant III
A091221	350	Administrative Assistant I
A091222	352	Administrative Assistant II
A091223	354	Administrative Assistant III
A474620	355	Agriculture Promotion Coordinator
A271121	350	Appraiser I
A271122	352	Appraiser II
A271123	354	Appraiser III

A335223	351	Artist Chief
A335142	350	Artist II
A311121	353	Attorney I
A311122	355	Attorney II
A211121	350	Auditor I
A211122	352	Auditor II
A211123	354	Auditor III
A193121	351	Budget Officer I
A092121	351	Business Manager I
A092122	353	Business Manager II
A053121	350	Buyer I
A053122	352	Buyer II
A053123	354	Buyer III
A412420	353	Capitol Archivist
A157120	353	Civil Defense Planning Specialist
A681120	353	Civil Defense Program Specialist
A686120	353	Civil Defense Radiological Systems Manager
A667182	354	Corrections Emergency Preparedness Response Coordinator
A667181	352	Corrections Emergency Preparedness Response Specialist
A666130	351	Corrections Industries Sales Representative
A791174	350	Corrections Laundry Operator
A052324	350	Corrections Warehouse Operator
A392521	352	Curator I/Museum Collections
A393120	353	Curator/Anthropology
A078921	358	DAS Communications Wide Area Network Specialist
A078720	356	Data Communications Specialist
A452410	353	Drinking Water Program Specialist
A494120	354	Economic Development Business Assistance Consultant
A493120	355	Economic Development Business Consultant
A491120	354	Economic Development Consultant
A492220	354	Economic Development Field Service Representative
A492921	355	Economic Development Financial Packager
A491420	354	Economic Development Job Training Consultant
A496120	355	Economic Development Patent Consultant
A139120	354	Economist
A748620	354	Emergency Medical Services Training Coordinator
A177222	351	Equal Opportunity Commission Investigator I
A177223	353	Equal Opportunity Commission Investigator II
A196121	351	Federal Aid Administrator I
A196122	353	Federal Aid Administrator II
A196123	355	Federal Aid Administrator III
A199220	355	Financial Assurance Coordinator
A865320	351	Forms Management Analyst
A199122	353	Health Financial Feasibility Analyst
A134121	353	Health Medical Records Data Base Manager
A742120	356	HHSS Policy/Regulation Coordinator
A742220	356	HHSS Program Performance Measurement Consultant

A119220	356	HHSS Staff and Partnership Development System Consultant
A098920	356	HHSS System Consultant
A574122	352	Highway Agreements Specialist I
A574123	353	Highway Agreements Specialist II
A574121	351	Highway Agreements Technician
A178020	353	Highway Civil Rights Assistant Coordinator
A576320	352	Highway Continuous Quality Teamwork Specialist
A176920	351	Highway Contracts Compliance Officer
A316120	354	Highway Hearings Officer
A218121	352	Highway Operational Analyst I
A218122	354	Highway Operational Analyst II
A132020	352	Highway Research Coordinator
A273520	354	Highway Right of Way Local Liaison Coordinator
A273121	350	Highway Right-Of-Way Agent I
A273122	352	Highway Right-Of-Way Agent II
A557745	355	Highway Total Station Survey Coordinator
A575421	351	Highway Utilities Coordinator I
A575422	353	Highway Utilities Coordinator II
A396520	352	Historian/Preservation
A393820	353	Historical Society Program Associate
A070121	354	Information Technology Applications Developer
A070124	358	Information Technology Applications Developer/Lead
A070122	356	Information Technology Applications Developer/Senior
A070123	358	Information Technology Applications Developer/Staff Specialist
A070821	354	Information Technology Business Systems Analyst
A070822	356	Information Technology Business Systems Analyst/Lead
A070444	352	Information Technology Computer Operator/Lead
A070443	350	Information Technology Computer Operator/Senior
A070521	354	Information Technology Data/Database Analyst
A070524	358	Information Technology Data/Database Analyst/Lead
A070522	356	Information Technology Data/Database Analyst/Senior
A070523	358	Information Technology Data/Database Analyst/Staff Specialist
A070621	352	Information Technology Help Desk Coordinator
A070622	354	Information Technology Help Desk Coordinator/Senior
A070722	354	Information Technology Infrastructure Support Analyst
A070724	358	Information Technology Infrastructure Support Analyst/Lead
A070723	356	Information Technology Infrastructure Support Analyst/Senior
A070721	352	Information Technology Infrastructure Support Technician
A070321	354	Information Technology Operations Analyst
A070322	356	Information Technology Operations Analyst/Senior
A070221	354	Information Technology Systems Programmer
A070224	358	Information Technology Systems Programmer/Lead
A070222	356	Information Technology Systems Programmer/Senior
A070223	358	Information Technology Systems Programmer/Staff Specialist
A677320	354	Juvenile Services Program Specialist
A116121	354	Law Enforcement Instructor
A371222	354	Librarian

A372222	350	Librarian II/Agency
A372223	352	Librarian III/Agency
A311131	351	Paralegal I
A337120	353	Photography and Cinematographic Specialist
A054120	352	Procurement/Placement Specialist
A131222	354	Program Analyst/Lead
A273312	354	Property Tax Appraiser
A273331	350	Property Tax Appraiser Assistant
A273211	352	Property Tax Assessor Assistant
A297120	356	Property Tax Associate
A331222	351	Public Information Officer I
A331223	353	Public Information Officer II
A331224	355	Public Information Officer III
A331131	349	Public Information Technician
A358530	349	Radio Announcer/Producer
A358820	352	Radio Music Coordinator
A358920	352	Radio Reporter/Producer
A131121	350	Research Analyst I
A131122	352	Research Analyst II
A178062	350	Retirement Specialist I
A178063	352	Retirement Specialist II
A297321	356	Revenue Charitable Gaming Analyst
A137120	356	Revenue Economist
A297420	355	Revenue Lottery Products Manager
A293121	351	Revenue Property Tax Analyst I
A293122	352	Revenue Property Tax Analyst II
A271222	354	Revenue Property Tax Field Liaison
A271221	352	Revenue Property Tax Field Liaison Trainee
A296221	354	Revenue Tax Law Conferee I
A296222	356	Revenue Tax Law Conferee II
A113320	354	Safety Coordinator
A113120	351	Safety Specialist
A732520	353	Social Services Corrective Action Coordinator
A131320	352	State Patrol Crime Analyst
A132521	350	Statistical Analyst I
A132522	352	Statistical Analyst II
A132523	354	Statistical Analyst III
A359222	354	Telecommunications Analyst
A359224	358	Telecommunications Analyst/Lead
A359223	356	Telecommunications Analyst/Senior
A359221	352	Telecommunications Technician
A111224	354	Training Coordinator
A111221	351	Training Instructor
A111222	353	Training Specialist I
A111223	354	Training Specialist II
A152121	350	Transportation Planner I
A152122	352	Transportation Planner II

A152123	354	Transportation Planner III
A902121	351	Veterans Affairs Service Officer I
A902122	353	Veterans Affairs Service Officer II
A117120	350	Veterans Affairs Training Officer
A133520	353	Vital Statistics Program Analyst
A114521	350	Vocational Teacher I
A114522	352	Vocational Teacher II
A114620	353	Vocational Training Coordinator
A196230	351	Workers Compensation Claims Reviewer

APPENDIX A**SOCIAL SERVICES and COUNSELING BARGAINING UNIT**

Code	Grade	Class Title
C739522	253	Aging Services Ombudsman
C739123	254	Aging Services Program Manager
C739122	253	Aging Services Program Specialist II
C723422	254	Certified Master Social Worker
C727921	250	Chemical Dependency Counselor I
C727922	252	Chemical Dependency Counselor II
C623281	251	Child Care Resource Specialist
C736822	252	Child Support Enforcement Operations Specialist
C736821	251	Child Support Enforcement Worker
C724920	252	Corrections D & E Case Manager
C665721	252	Corrections Extradition and Warrant Officer
C665121	250	Corrections Parole Officer
C665122	252	Corrections Parole Officer/Senior
C722520	252	Disability Services Specialist
C786120	255	DPI Program Manager
C788120	254	DPI Program Specialist
C723321	250	DPI Social Worker I
C723322	251	DPI Social Worker II
C721121	249	Family Support Specialist
C737711	252	Foster Care Review Specialist
C727121	250	Hearing Impaired Field Representative I
C727122	252	Hearing Impaired Field Representative II
C727123	253	Hearing Impaired Field Representative III
C726920	253	Hearing Impaired Interpreter/Program Assistant
C727020	254	Hearing Impaired Interpreter/Program Coordinator
C726820	254	Hearing Impaired Mental Health Program Specialist
C721122	253	HHSS Client Services Delivery Program Developer I
C721123	254	HHSS Client Services Delivery Program Developer II
C732322	252	HHSS District/Community Development Specialist
C722221	249	HHSS Eligibility Technician

C732620	255	HHSS Program Coordinator
C732120	254	HHSS Program Specialist
C733120	251	HHSS Quality Control Specialist
C732321	251	HHSS Resource Developer
C788721	251	HHSS Service Coordinator
C702120	251	Job Service Counselor
C701121	248	Job Service Interviewer I
C701122	250	Job Service Interviewer II
C704120	254	Job Service Program Specialist
C705121	251	Job Service Representative
C708520	254	Job Training Program Coordinator
C708220	251	Job Training Program Monitor
C708320	253	Job Training Program Specialist
C708121	250	Job Training Services Representative I
C708122	251	Job Training Services Representative II
C723421	253	Master Social Worker
C735120	252	Medicaid Reviewer/RN
C734931	252	Medical Claims Investigator
C769520	252	Mental Retardation Program Reviewer
C723122	252	Protection and Safety Worker
C723121	250	Protection and Safety Worker Trainee
C701021	250	Reemployment Specialist
C799221	251	Religious Coordinator I
C799222	252	Religious Coordinator II
C721721	249	Social Services Trainee
C721722	251	Social Services Worker
C694020	251	Unemployment Insurance Adjudicator
C691131	248	Unemployment Insurance Claims Deputy I
C691222	250	Unemployment Insurance Claims Deputy II
C694030	249	Unemployment Insurance Claims Specialist
C692121	253	Unemployment Insurance Field Representative
C726121	250	Visually Impaired Orientation Counselor I
C726122	252	Visually Impaired Orientation Counselor II
C725121	250	Vocational Rehabilitation Counselor I
C725122	252	Vocational Rehabilitation Counselor II
C724821	251	Youth Counselor I
C724822	252	Youth Counselor II

APPENDIX A

ENGINEERING, SCIENCE and RESOURCES BARGAINING UNIT

Code	Grade	Class Title
E823520	273	Agronomist
E556121	671	Architect I
E556122	673	Architect II
E556123	276	Architect III
E592121	274	Aviation Specialist
E556220	272	Building Conservation Specialist
E533121	270	Chemist I
E533122	672	Chemist II
E533123	274	Chemist III
E351650	275	Educational Telecommunications Digital Television Planning/Systems Engineer
E353140	273	Educational Telecommunications Receive Systems Field Engineer
E512120	271	Energy Conservation Program Coordinator
E513120	272	Energy Program Administrator
E514120	276	Energy Technical Advisor
E553121	273	Engineer I
E553122	274	Engineer II
E454121	271	Environmental Analyst I
E454122	273	Environmental Analyst II
E555121	273	Environmental Engineer I
E555122	674	Environmental Engineer II
E555123	676	Environmental Engineer III
E625680	273	Environmental Health Analyst
E451120	272	Environmental Quality Compliance Specialist
E451420	272	Environmental Quality Field Data Specialist
E451320	274	Environmental Quality Programs Specialist
E908120	275	Ethanol Project Manager
E558120	275	Facilities Construction Manager
E824121	271	Game and Parks Assistant Horticulturist
E534121	270	Game and Parks Fish and Wildlife Biologist I
E534122	272	Game and Parks Fish and Wildlife Biologist II
E534220	275	Game and Parks Fish and Wildlife Specialist
E435120	274	Game and Parks Outdoor Education Specialist
E534320	274	Game and Parks Program Specialist
E436120	673	Game and Parks Recreation Planner
E432121	269	Game and Parks Superintendent I
E535120	274	Geologist
E535320	274	Geologist/Groundwater
E577920	276	Highway Construction Scheduling Coordinator
E577640	273	Highway Cost Estimator
E575241	270	Highway Local Liaison Technician I
E575242	272	Highway Local Liaison Technician II
E577540	273	Highway Plans and Specifications Reviewer
E454320	274	Highway Wetlands Biologist
E625720	275	Human Health and Ecological Risk Assessor
E532121	270	Laboratory Scientist I
E532122	272	Laboratory Scientist II

E556521	271	Landscape Architect I
E556522	273	Landscape Architect II
E539320	273	Metrologist
E153123	276	Natural Resources Planner Coordinator
E153121	272	Natural Resources Planner Specialist
E153122	274	Natural Resources Planner Technician
E628020	275	Quality Assurance Control Specialist
E538521	273	State Patrol Criminalist
E538520	275	State Patrol Documents Examiner
E452320	274	Water Resources Program Specialist
E452121	270	Water Resources Specialist I
E452122	272	Water Resources Specialist II
E453622	274	Water Resources State Hydrologist/Assistant
E453120	273	Water Supply Specialist

APPENDIX A**HEALTH and HUMAN CARE PROFESSIONAL BARGAINING UNIT**

Code	Grade	Class Title
H770223	280	Activity Specialist
H776121	283	Audiologist I
H776122	285	Audiologist II
H753124	284	Clinical Nurse Trainer
H115121	280	Community Health Educator I
H115122	282	Community Health Educator II
H115123	284	Community Health Educator III
H755121	280	Community Health Nurse I
H755122	282	Community Health Nurse II
H755123	284	Community Health Nurse III
H778132	282	Dental Hygienist
H743320	283	Developmental Disabilities Program Specialist
H804030	280	Dietetic Technician
H804120	282	Dietitian
H775121	282	Educational Therapist
H748521	282	Emergency Medical Services Specialist I
H748522	283	Emergency Medical Services Specialist II
H749320	287	Epidemiology Surveillance Coordinator
H742421	285	Health Program Manager I
H749610	289	HHSS Managed Care Epidemiologist
H735820	284	HHSS Nurse Consultant
H746520	285	HHSS Nurse Consultant
H733220	284	HHSS Program Specialist-RN
H763121	280	Human Services Treatment Specialist I
H763122	282	Human Services Treatment Specialist II

H749520	288	Medical Entomologist
H749120	280	Medical Programs Coordinator
H537240	282	Medical Radiographer
H724321	282	Mental Health Practitioner I
H724322	284	Mental Health Practitioner II
H753121	281	Nurse I
H753122	283	Nurse II
H773220	285	Occupational Therapist
H773130	280	Occupational Therapy Assistant
H777321	286	Pharmacist
H777420	288	Pharmacist/Clinical
H771221	283	Physical Therapist I
H771222	285	Physical Therapist II
H771133	280	Physical Therapy Assistant
H754222	291	Physician II
H768122	286	Psychologist I
H768123	287	Psychologist II
H768124	288	Psychologist III
H768121	283	Psychologist/Associate
H768321	289	Psychologist/Clinical
H804521	283	Public Health Nutritionist
H804522	284	Public Health Nutritionist, Senior
H625183	285	Radiological Health Physicist I
H625184	286	Radiological Health Physicist II
H625181	280	Radiological Health Specialist I
H625182	283	Radiological Health Specialist II
H798224	281	Recreation Coordinator
H798223	280	Recreation Specialist
H755214	286	School and Adolescent Health Nursing Coordinator
H776521	283	Speech Pathologist I
H776522	285	Speech Pathologist II

APPENDIX A**HEALTH and HUMAN CARE NON-PROFESSIONAL BARGAINING UNIT**

Code	Grade	Class Title
I770131	226	Activity Aide
I770132	228	Activity Assistant
I795150	226	Barber/Beautician
I115070	226	Community Health Homemaker Aide
I778131	225	Dental Assistant
I778530	230	Dental Health Community Coordinator
I536640	232	Dental Laboratory Technician
I762134	228	Developmental Specialist

I762131	224	Developmental Technician I
I762132	226	Developmental Technician II
I762133	227	Developmental Technician III
I752131	227	Licensed Practical Nurse I
I752132	229	Licensed Practical Nurse II
I537340	229	Medical Technologist
I796870	225	Patient Services Representative
I058170	224	Patient Shopper
I777132	227	Pharmacy Inventory Technician
I777130	225	Pharmacy Technician
I771132	226	Physical Therapy Aide II
I761133	227	Psychiatric Specialist
I761131	224	Psychiatric Technician I
I761132	226	Psychiatric Technician II
I798131	226	Recreation Aide
I798132	228	Recreation Assistant
I774131	225	Respiratory Care Technician
I751133	227	Staff Care Specialist
I751131	224	Staff Care Technician I
I751132	226	Staff Care Technician II
I726731	228	Vocational Rehabilitation Technician

APPENDIX A**MAINTENANCE, TRADES and TECHNICAL BARGAINING UNIT**

Code	Grade	Class Title
M536532	207	Agriculture Seed Analyst I
M536533	209	Agriculture Seed Analyst II
M536531	205	Agriculture Seed Analyst Trainee
M536534	210	Agriculture Senior Seed Analyst
M847140	213	Aircraft Mechanic
M335141	208	Artist I
M371050	209	Audio Tape Duplication Coordinator
M846252	206	Automotive Mechanic I
M846253	208	Automotive Mechanic II
M846450	210	Automotive Technician
M846254	210	Automotive/Diesel Mechanic
M846255	211	Automotive/Diesel Mechanic Lead
M863151	203	Bindery Worker I
M863152	207	Bindery Worker II
M863153	209	Bindery Worker III
M845440	211	Building Automation Control Technician
M356940	206	Communications Assistant
M864750	207	Composing Machine Operator

M666450	212	Corrections Industries Print Shop Operator
M666350	211	Corrections Industries Shop Operator
M821271	204	Custodian/Housekeeper
M351040	209	Educational Telecommunications Classroom Technician
M351142	210	Educational Telecommunications Engineer I
M351143	211	Educational Telecommunications Engineer II
M351240	212	Educational Telecommunications Field Engineer
M351340	211	Educational Telecommunications Field Technician
M351540	214	Educational Telecommunications Maintenance Engineer
M351550	214	Educational Telecommunications Satellite Maintenance Engineer
M351141	208	Educational Telecommunications Technician
M842150	211	Electrician
M848144	211	Electronics Design Specialist
M848542	213	Electronics Specialist Senior/Aviation Aids
M848541	211	Electronics Specialist/Aviation Aids
M848940	211	Electronics Specialist/Radiological Systems
M848041	208	Electronics Technician
M848043	211	Electronics Technician Leader
M848042	210	Electronics Technician/Senior
M552344	210	Engineering Associate II
M552345	212	Engineering Associate III
M847741	208	Equipment Technician I
M841650	211	Facility Maintenance Leader
M841550	210	Facility Maintenance Specialist
M841471	205	Facility Maintenance Technician I
M841472	208	Facility Maintenance Technician II
M651251	209	Firefighter
M651252	210	Firefighter Driver/Crew Chief
M801271	202	Food Service Aide
M801272	204	Food Service Assistant
M801273	205	Food Service Cook
M802130	208	Food Service Specialist
M431531	206	Game and Parks Conservation Technician I
M431532	208	Game and Parks Conservation Technician II
M431171	200	Game and Parks Park Worker I
M431172	201	Game and Parks Park Worker II
M431173	202	Game and Parks Park Worker III
M557042	210	Geodetic Survey Technician
M822771	205	Groundskeeper
M822772	208	Groundskeeper Leader
M852550	208	Heavy Equipment Mechanic/Operator
M557640	210	Highway Aerial Camera Operator
M556640	210	Highway Bridge Data Technician
M556543	212	Highway Bridge Designer I
M556544	214	Highway Bridge Designer II
M556541	208	Highway Bridge Detailer I
M556542	210	Highway Bridge Detailer II

M556740	214	Highway Bridge Hydraulics Analyst
M553040	212	Highway Bridge Inspector
M551641	207	Highway Cartographer I
M551642	208	Highway Cartographer II
M551643	210	Highway Cartographer III
M552841	205	Highway Construction Technician I
M552842	208	Highway Construction Technician II
M552843	211	Highway Construction Technician III
M552844	214	Highway Construction Technician IV
M556441	207	Highway Design Technician I
M556442	208	Highway Design Technician II
M556443	210	Highway Design Technician III
M556141	210	Highway Designer I
M556142	212	Highway Designer II
M556143	214	Highway Designer III
M578340	211	Highway District ROW Permits Officer
M552940	207	Highway Drilling Assistant
M577240	211	Highway Earthwork Specialist
M571441	208	Highway Inventory Technician I
M571442	210	Highway Inventory Technician II
M557841	211	Highway Land Surveyor
M575220	212	Highway Liaison Assistant Manager
M556240	212	Highway Lighting Designer
M851173	208	Highway Maintenance Crew Chief
M851171	205	Highway Maintenance Worker
M851172	207	Highway Maintenance Worker/Senior
M536341	208	Highway Materials and Tests Technician I
M536342	210	Highway Materials and Tests Technician II
M536343	212	Highway Materials and Tests Technician III
M557141	209	Highway Materials Designer I
M557142	212	Highway Materials Designer II
M557240	210	Highway Materials Special Provisions Technician
M557341	208	Highway Photogrammetric Technician I
M557342	210	Highway Photogrammetric Technician II
M557343	212	Highway Photogrammetric Technician III
M556940	214	Highway Project Engineering Review Analyst
M554341	208	Highway Right-of-Way Associate I
M554342	211	Highway Right-of-Way Associate II
M556841	208	Highway Right-of-Way Designer I
M556842	210	Highway Right-of-Way Designer II
M556843	212	Highway Right-of-Way Designer III
M557741	208	Highway Survey Assistant
M556340	214	Highway Urban Off-System Coordinator
M531140	204	Laboratory Assistant
M531740	208	Laboratory Specialist
M531441	205	Laboratory Technician I
M531442	207	Laboratory Technician II

M822170	202	Laborer
M791173	205	Laundry Supervisor
M791171	201	Laundry Worker I
M791172	203	Laundry Worker II
M864150	209	Lithographer
M843350	210	Machinist
M537140	207	Medical Diagnostic Technician
M551740	210	Natural Resources Cartographer
M555440	212	Natural Resources Floodplain Management Specialist
M557543	211	Natural Resources Geodetic Survey Crew Leader
M557440	212	Natural Resources Photogrammetric Technician
M557541	208	Natural Resources Survey Assistant
M032163	208	Office Services Technician
M863553	208	Offset Press Worker II
M863554	210	Offset Press Worker III
M336142	209	Photographer
M336141	206	Photography Technician
M842350	211	Plumber
M864550	209	Print Shop Typesetter
M862151	204	Printing Technician I
M862152	206	Printing Technician II
M862153	208	Printing Technician III
M862154	210	Printing Technician IV
M358330	207	Radio Announcer
M358720	211	Radio Production Coordinator
M358440	209	Radio Traffic and Continuity Coordinator
M853170	207	Semi Trailer Operator
M792171	203	Sewing Room Worker
M867151	205	Sign Printer I
M867152	208	Sign Printer II
M358131	209	State Patrol Communications Specialist
M538142	211	State Patrol Fingerprint Examiner
M538240	214	State Patrol Fingerprint Operating System Coordinator
M538141	209	State Patrol Fingerprint Technician
M337140	210	State Patrol Photography Specialist
M845151	205	Stationary Engineer I
M845152	208	Stationary Engineer II
M845243	210	Stationary Engineer III
M845344	211	Stationary Engineer Leader
M055570	207	Surplus Property Warehouse Specialist
M793171	204	Vehicle Operator I
M793172	205	Vehicle Operator II
M052233	208	Warehouse Technician
M842750	210	Welder

APPENDIX A

PROTECTIVE SERVICES BARGAINING UNIT

Code	Grade	Class Title
P661182	309	Corrections Corporal
P661181	308	Corrections Officer
P661183	310	Corrections Sergeant
P664421	310	Corrections Unit Caseworker
P648571	306	DAS Security Communications Specialist
P761431	306	Mental Health Security Specialist I
P761432	308	Mental Health Security Specialist II
P761433	310	Mental Health Security Specialist III
P649181	308	Military Security Specialist
P648371	304	Security Guard I
P648372	305	Security Guard II
P667581	306	Youth Security Specialist I
P667582	308	Youth Security Specialist II

APPENDIX A**ADMINISTRATIVE SUPPORT BARGAINING UNIT**

Code	Grade	Class Title
S191161	336	Accounting Clerk I
S191162	338	Accounting Clerk II
S022160	336	Admissions Clerk
S133162	337	Agriculture Survey Lead
S133161	335	Agriculture Survey Technician
S399230	337	Archeological Technician
S721130	336	Case Aide
S016160	336	Client Intake Clerk
S057172	338	Corrections Canteen Operator II
S668631	337	Corrections Records Officer I
S668632	339	Corrections Records Officer II
S391021	339	Curator Assistant/Library/Archives
S071163	335	Data Entry Leader
S071162	334	Data Entry Operator
S071560	336	Data Terminal System Operator
S723230	336	DPI Social Work Technician
S861152	334	Duplicating Technician II
S861153	336	Duplicating Technician III
S177131	340	Equal Opportunity Commission Interviewer
S022031	339	Health Information Technician
S319160	338	Hearings Stenographer
S071360	336	HHSS Data Processing Team Leader

S198131	337	HHSS Payments Reviewer
S552630	339	Highway Construction Management Technician
S572161	337	Highway Contracts Assistant
S572242	340	Highway Contracts Technician I
S572243	341	Highway Contracts Technician II
S571161	335	Highway Traffic Data Collector I
S571162	337	Highway Traffic Data Collector II
S070442	338	Information Technology Computer Operator
S070441	336	Information Technology Computer Operator/Technician
S075141	340	Information Technology Technical Assistant
S075142	341	Information Technology Technical Assistant/Lead
S318131	337	Legal Aide I
S318132	339	Legal Aide II
S372221	338	Librarian I/Agency
S371131	335	Library Assistant
S375140	338	Library Audio Playback Equipment/Duplication Coordinator
S371321	339	Library Reader's Advisor
S371132	337	Library Technician
S033361	332	Mail/Material Courier
S033363	336	Mail/Material Specialist
S033362	334	Mail/Material Worker
S023132	338	Medical Care Review Coordinator
S023131	337	Medical Care Reviewer
S021161	335	Medical Records Clerk
S018161	336	Motor Carrier Clerk I
S018162	337	Motor Carrier Clerk II
S018163	338	Motor Carrier Clerk III
S390930	339	Museum Registrar
S011162	333	Office Clerk II
S011163	335	Office Clerk III
S011230	338	Office Supervisor
S171232	338	Personnel Assistant
S171161	336	Personnel Clerk
S862860	339	Print Shop Technical Assistant
S197161	336	Reimbursement Clerk I
S197162	338	Reimbursement Clerk II
S178061	338	Retirement Specialist Trainee
S291161	337	Revenue Operations Clerk I
S291162	339	Revenue Operations Clerk II
S291232	340	Revenue Operations Specialist
S212162	338	Revenue Tax Audit Clerk II
S051171	332	Sales Clerk
S014161	335	Secretary I
S014162	336	Secretary II
S014163	338	Secretary/Administrative
S091131	337	Staff Assistant I
S091132	339	Staff Assistant II

S017260	337	State Patrol Carrier Enforcement Records Technician
S017160	337	State Patrol Criminal Identification Records Technician
S538260	337	State Patrol Evidence Technician
S132161	334	Statistical Clerk I
S132162	336	Statistical Clerk II
S051172	334	Stores Clerk I
S051173	336	Stores Clerk II
S052171	334	Supply Worker I
S052172	336	Supply Worker II
S015161	334	Switchboard Operator/Receptionist
S412160	334	Tourism Aide
S412260	334	Tourism Aide/Guide
S412360	336	Tourism Assistant
S413530	337	Tourism Facility Operator
S411160	332	Tourism Guide
S012162	334	Typist II
S025161	335	Vital Statistics Clerk
S025162	337	Vital Statistics Specialist
S796130	338	Volunteer Services Coordinator
S013161	335	Word Processing Specialist I
S013162	336	Word Processing Specialist II
S013163	337	Word Processing Specialist III
S013360	338	Word Processing Technician

APPENDIX A**EXAMINING, INSPECTION and LICENSING BARGAINING UNIT**

Code	Grade	Class Title
X623280	374	Agriculture Case Review Officer
X623481	372	Agriculture Food Sanitarian I
X623482	373	Agriculture Food Sanitarian II
X623181	370	Agriculture Inspection Specialist I
X623182	372	Agriculture Inspection Specialist II
X473121	374	Agriculture Investigation Officer
X623120	374	Agriculture Program Specialist
X626181	372	Boiler Inspector
X625280	366	Cosmetology Inspector
X625582	374	Developmental Disabilities Survey/Consultant
X216520	375	EDP Examiner
X622181	371	Electrical Inspector
X626281	372	Elevator/Amusement Ride Inspector
X627422	373	EMS/Health Licensing Coordinator
X623581	372	Environmental Health Scientist I
X623582	373	Environmental Health Scientist II

X623583	374	Environmental Health Scientist III
X215121	371	Examiner I
X215122	373	Examiner II
X215123	376	Examiner III
X215920	377	Examiner/Actuarial
X777620	376	Examining Boards Pharmacy Inspector
X624582	374	Facilities Surveyor/Consultant
X628080	373	Fatality Assessment and Control Evaluation (FACE) Field Investigator
X621681	371	Fire Marshal Deputy/Flammable Liquids
X621280	372	Fire Marshal Plans Examiner
X623680	375	Health Food Service Evaluation Officer
X624980	373	Health Industrial Hygiene Specialist
X627421	372	Health Licensing Coordinator
X627280	369	Health Licensing Specialist
X213122	374	HHSS Auditor
X736422	372	HHSS Fraud Investigator
X251121	371	Insurance Analyst I
X251122	373	Insurance Analyst II
X217521	371	Insurance Claims Investigator I
X217522	373	Insurance Claims Investigator II
X217220	374	Insurance Fraud Investigator
X217121	371	Insurance Market Conduct Examiner I
X217122	373	Insurance Market Conduct Examiner II
X629021	372	Jail Standards Examiner/Consultant I
X629022	373	Jail Standards Examiner/Consultant II
X626480	371	Labor Law Specialist
X736522	374	Medicaid Provider Fraud and Abuse Investigator
X623780	374	Milk Pasteurization Specialist
X623880	375	Milk Sanitation Rating Officer
X601232	369	Motor Vehicle Drivers Examiner
X629180	373	Motor Vehicle Industry Licensing Board Investigator
X625881	372	Nursing Services Surveyor Consultant I
X625882	374	Nursing Services Surveyor Consultant II
X627780	373	Oil and Gas Inspector
X777980	374	Professional & Occupational Licensing Investigator
X311620	374	Public Advocacy Commission Investigator
X646181	374	Racing Commission Investigator
X277120	373	Real Estate Deputy Director/Enforcement
X213123	375	Reimbursement Analyst
X292222	371	Revenue Agent
X212321	370	Revenue Audit Specialist I
X212322	372	Revenue Audit Specialist II
X212521	371	Revenue Auditor I
X212522	372	Revenue Auditor II
X212523	373	Revenue Auditor III
X212524	374	Revenue Auditor IV
X297131	370	Revenue Charitable Gaming Inspector

X297222	372	Revenue Charitable Gaming Investigator I
X297223	374	Revenue Charitable Gaming Investigator II
X297332	369	Revenue Charitable Gaming Licensing Specialist
X297331	367	Revenue Charitable Gaming Licensing Specialist/Trainee
X292223	373	Revenue Senior Agent
X292131	368	Revenue Taxpayer Services Specialist I
X292132	370	Revenue Taxpayer Services Specialist II
X626680	371	Safety Consultant
X626782	373	Safety Industrial Hygienist II
X293440	370	Sales Reviewer
X216121	371	Securities Analyst I
X216122	374	Securities Analyst II

APPENDIX B – PAY PLANS 7-1-2001 THROUGH 6-30-2002

APPENDIX B – PAY PLANS 7-1-2002 THROUGH 6-30-2003

APPENDIX C - HEALTH AND HUMAN SERVICES SYSTEM

For purposes of the 2001-2003 Labor Contract between NAPE/AFSCME, Local 61 and the State of Nebraska, the three agencies compiling the Health and Human Services System (HHSS) shall be treated as one agency.

C.1 CASELOAD/WORKLOAD

C. 1. 1 Employees shall have the option to attend open enrollment meetings regarding any State approved benefits on paid work time and shall receive mileage compensation. Employees shall attend the meeting closest to their permanent work site unless prior authorization is given by the supervisor to attend at an alternate site. Office coverage must be maintained during the orientation meetings.

C. 1.2 Employees participating in any projects or on committees approved, required, or allowed by the collective bargaining agreement or HHSS/Governor appointed committees, shall, if determined necessary by management, be allowed overtime and/or have their caseloads adjusted. Overtime must be authorized in advance.

C.2 OPEN CASELOADS

C.2.1 When a caseload is left uncovered for more than 10 workdays, the HHSS shall:

- 1) First, attempt to provide coverage by using current staff members. If practicable, the supervisor will ask for qualified volunteers from within the Unit. If there are no volunteers from within the

Unit, qualified staff from within the facility will then be given the option to volunteer. Overtime may be authorized. The HHSS recognizes that additional non-voluntary coverage assignments may affect an employee's ability to adequately cover his/her own caseload/workload.

- 2) Second, utilize qualified temporary employees. Both the Union and the HHSS will encourage people to make application for temporary assignments.

C.3 CHAIN OF COMMAND

- C.3.1 If questions cannot be answered locally within a reasonable amount of time, employees shall have the freedom to contact Program Development staff with questions.
- C.4 During the term of this labor agreement, a Labor/Management Committee may be convened to review the tuition assistance process.
- C.5 Any entity that contracts with the Health and Human Services System and which uses state employees in the conduct and completion of their business will be notified that said state employees are covered by a collective bargaining agreement. The agency agrees to remain neutral in any union organizing campaign of individuals not employed by the State.

C.6 WORK REASSIGNMENT OPPORTUNITY (WRO)

To reduce the time positions are vacant, the following procedure will be implemented to expedite the selection process for specified classes mutually agreed to by HHSS and the union. Those classes used for this process will be those used during the 1999-2001 contract and any others that may be agreed to prior to June 30, 2001.

Vacant positions will be posted for no more than five (5) work days. Posting will be limited to only the 24 Hour Facility or Service Area where the vacancy exists. Certain mutually agreed upon classes that may utilize the WRO process also exist within the HHSS Central Office. When those positions become vacant, the WRO process will be used to allow employees within HHSS to WRO into Central Office. However, employees may not WRO from Central Office into a Facility or Service Area.

New employees may not use the WRO process for the first 24 months of their employment.

Employees receiving any formal disciplinary action which documents negative performance related since the last performance evaluation, will be considered ineligible for this type of transfer opportunity. However, if the disciplinary action has been resolved through verification by the current supervisor, that employee shall be considered eligible.

Once an employee successfully uses the WRO process to transfer, they may not use the WRO process again for the next 24 months. If more than one person volunteers to transfer through the WRO process, the person selected will be the employee with the most time in that classification series as an employee of the agency. Part-time employees will have their time pro-rated when calculating time. Should no one apply to transfer via the WRO process, the position will be filled following the provisions outlined in Section 9.1. If the position is filled through the WRO process, unsuccessful applicants will be notified that the position was filled through this process.

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 WRO posting), then the transfer opportunity shall be offered to applying employees in descending order based upon time in the class series until an employee is found who meets these criteria or until all employees applying have been considered, whichever occurs first. If no applicant qualifies through this process, the vacant position shall be advertised as provided in Section 9.1.

THE FOLLOWING PROVISIONS APPLY TO STAFF WITHIN THE SERVICES AGENCY
LOCATED AT THE TWENTY- FOUR HOUR CARE FACILITIES:

C.7 SENIORITY

C.7.1 Within two (2) months after the execution of this Agreement and every six (6) months thereafter, a list by bargaining unit in each facility showing the seniority of each employee shall be posted on specified bulletin boards pursuant to Article 2.11.

C.8 TEMPORARY SHIFT/WORK AREA REASSIGNMENTS

C.8.1 In the event emergency situations and/or (to prevent an adverse impact on delivery of services to clients) care requirements necessitating temporary reassignment of employees from their regular assignment or shift, the 24 hour facility will take into consideration the employee's length of service, qualifications, and other job related factors. Temporary assignments shall be evaluated on a daily basis unless the employee has been informed of the alternate anticipated time.

C.8.2 Temporary reassignments shall be accomplished by first reassigning qualified employees who have volunteered for the temporary reassignment. If no volunteers are available, the least senior qualified employee shall receive the temporary reassignment. (If appropriate, other job related factors may be considered.) This provision is not applicable to new hires for the first 90 days of employment.

C.9 WORK SCHEDULES

C.9.1 Change in permanent work schedules may be adopted by action of the employees for designated groups of employees by mutual agreement between a majority of the employees involved and the facility. When a schedule change is proposed by employees, the affected group must be named as well as the proposed schedule. If the proposed schedule change(s) is rejected, the 24 hour facility shall provide a written explanation for the rejection.

C.9.1a Determination of the schedule preference of a majority of employees shall be accomplished by a vote of the affected employees conducted under guidelines mutually agreed upon by the Union and the 24 hour facility after approval of the proposed change by the 24 hour facility. Said guidelines will include the provision that a majority vote of employees affected and voting shall be required to indicate a desire for schedule revision by the employees. In addition, changes in work schedules may be adopted in the Dietary, Maintenance, or Housekeeping units not assigned to particular buildings under the same conditions noted above. There shall be a limit of one vote per fiscal year for any group of employees.

C.9.2 (Permanent) Work schedules will be arranged so that at least in every other work week employees shall have two (2) consecutive days off which will, where practicable, be Saturday and Sunday (if the employee so requests). However, it is not required that such days be Saturday and Sunday. Such two (2) consecutive days off, if practicable, shall be the same two (2) days each alternate week. Further, days off may be split if necessary in alternate weeks to provide such consecutive days off; however, employees shall not be scheduled to work more than six (6) consecutive days unless mutually agreed.

C.9.3 Schedule assignment will be based on classification, qualifications, and/or client care needs. When qualifications are not significantly different, state seniority shall be the determining factor in schedule preference. However, in such cases, once an employee selects a schedule based on employee's seniority, the employee may not change schedules again for one year unless approved by the 24 hour facility or as a result of changing positions through other provisions of this Labor Contract.

C.10 MEAL PERIODS

C.10.1 For those employees whose scheduled work day is ordinarily eight (8) consecutive hours, a meal period shall be considered time worked, as those employees are considered on duty from the beginning of their shift until they finish their shift.

C.11 VACATION AND HOLIDAY POSTING

C.11.1 Each 24 hour facility will post by December 15 a form on which employees shall designate preferred vacation time. (Holidays occurring in conjunction with vacation time will also be included.) Said form will remain posted until February 15. This will cover the period from April 1 through March 31 of the following year. The facility will post results March 15 in designated areas accessible to employees. Once the schedule has been posted, employee's vacation period will not be changed unless said change is necessary to prevent an adverse impact on delivery of services to clients. In such cases the employee will be permitted to select an alternate vacation period which will likewise not adversely affect the delivery of services to clients.

C.11.2 In evaluating and granting requests for vacation leave under the posting process classification and seniority will be the criteria used for granting vacation leave. Vacation requests, of three (3) work days or more, shall take priority over vacation requests of less than three (3) work days, regardless of seniority. When granting vacation requested during the posting period, employees will not have their vacation time split, without consultation with the employee, if they have requested five (5) or more days. Nothing contained herein shall prevent an employee from requesting consecutive days up to and including the number of days accumulated by said employee.

C.11.3 Employees who wish to schedule vacation, or earned or to be earned holiday(s), outside of the posting process may do so by submitting a written request to their immediate supervisor outside the bargaining unit at least two weeks in advance of the requested vacation or earned or to be earned holiday(s). Such requests shall not be unreasonably denied. Provided operational needs permit, this two week advance notice requirement may be waived, and such requests shall not be unreasonably denied. For scheduling of vacation outside of the posting process, approval of vacation shall be based on the provision of operational needs, and such request shall not be unreasonably denied. If two or more requests are received on the same date, requesting vacation

or earned or to be earned holiday(s) leave for the same date(s), the employee with the greatest seniority shall be given preference. For purposes of this section, earned holiday hours will be recorded as compensatory time earned and must be used or paid within 6 pay periods of earning the holiday hours.

- C.11.4 In the event that an employee desires not to take the employee's vacation at the time scheduled, the 24 hour facility will endeavor to permit the employee to reschedule the employee's vacation so long as such rescheduling does not adversely affect the vacation schedule of other employees, nor adversely affect the delivery of services. Any employee may take such vacation in increments of not less than one hour as the employee may desire, provided however, the employee shall advise the 24 hour facility at the earliest practicable time. The taking of such vacation in hourly increments will be subject to approval by the 24 hour facility, but such approval will not be unreasonably withheld.
- C.11.5 Holidays shall be deemed to fall on the day on which the employee's designated holiday occurs. Absence on a scheduled holiday, when approved in conjunction with vacation leave approved through the posting process, shall not be denied if an employee with more seniority later requests leave on the same day.

C.12 UNIFORMS

- C.12.1 When the 24 hour facility deems it necessary for a employee to wear a uniform as a condition of employment, the 24 hour facility shall provide for the full costs of three uniforms as defined by the facility on a set annual basis. In the event uniforms cannot be supplied through the 24 hour facility's usual and customary process, then, at the 24 hour facility's discretion, the employee shall be reimbursed for the purchase of uniforms at a rate not to exceed the usual and customary rate paid by the 24 hour facility for the procurement of uniforms. Such reimbursement is subject to the submission of a clearly dated sales receipt, with payment processing for the reimbursement to be initiated by the 24 hour facility within two work weeks following submission of the receipt.
- C.12.2 The uniforms are considered the 24 hour facility's property and are subject to be returned by the employee upon employment termination in the same condition as initially provided to the employee (normal wear and tear excepted).
- C.12.3 Employees' last names shall not be required to be displayed on their persons. Use of initials for the last name is acceptable.

C.13 OVERTIME

- C.13.1 Any scheduled work shift which begins before, and ends after midnight, shall be considered as worked on the day on which it began.
- C.13.2 Each regularly scheduled work shift will have a regular starting and quitting time. Such hours will be consecutive and not split.
- C.13.3 Employees assigned to an 8 and 80 work schedule will have a fourteen consecutive day work period. Employees assigned to a 40 hour work schedule will have 7 consecutive day work period.

- C.13.4 In cases where employees have chosen compensatory time as the method of overtime compensation, the 24 hour facility will consult with and will consider the desires of the employee when compensatory time use is requested. If the compensatory time cannot be used within the succeeding 6 pay periods in which it was earned, the employee shall receive payment for said time.
- C.13.4a When an employee and manager mutually agree to a 40 hour work week, the 8 and 80 hour overtime provisions shall be waived, with new overtime computations to be in the waiver. A copy of the waiver shall be sent to the NAPE/ AFSCME Office.
- C.13.5 Seniority lists for overtime assignments will be posted in each work unit.
- C.13.6 (Voluntary Overtime) The 24 hour facility may "pass over" and not offer overtime to employees who have indicated in writing any scheduling problems, conflicts or personal commitments which make working overtime undesirable. Available overtime will be offered first, to the extent practicable, to qualified employees on duty within the classification and work unit on the shift preceding the shift during which the overtime is to be worked, on a rotating basis in order of declining seniority. The voluntary overtime assignment shall be specified when the request for volunteers is made. If voluntary overtime is rejected, off duty employees may be called.
- C.13.6a In cases where a request for voluntary overtime is posted a day or more in advance, the employee need not be on duty the prior shift.
- C.13.6b Where there is no preceding shift, the available overtime will be offered first to the extent practicable to the qualified employees within the classification and work unit on a rotating basis in order of declining seniority.
- The voluntary overtime assignment shall be specified when the request for volunteers is made.
- C.13.6c In the event overtime is accepted by an employee, the next time overtime is available, it shall be offered first to the next qualified employee on the seniority list for the classification and work unit. For purposes of determining overtime eligibility only, overtime offered, and refused, shall be considered overtime worked.
- C.13.6d In the event an employee is improperly bypassed for overtime, the employee or employees who were bypassed will be the first employees offered overtime at the next opportunity. A notation that said employee was bypassed, including the date of such bypass, shall be placed by the employee's name on the list.
- C.13.7 (Mandatory Overtime) If voluntary overtime is still rejected, or if off duty employees are unavailable or due to an emergency are not called, employee(s) on the shift preceding the shift during which the overtime is to be worked shall be required to work overtime. The mandatory overtime will be assigned in order of ascending seniority during each pay period. In the event an employee is bypassed for overtime due to absence, the employee or employees who were bypassed will be the first employee(s) held for the next mandatory overtime during that pay period. At the start of each new pay period, the rotation will begin again with the least senior employee. However, employees will not be required by management to work more than 2 overtime assignments (mandatory and voluntary combined) within the pay period unless the

employee agrees to do so or unless an emergency has been declared.

An employee who volunteers for overtime shall have this overtime count toward their mandatory overtime in the current rotation/pay period. An employee who volunteers for overtime will not be held for mandatory overtime on the next shift. For purposes of administering this provision, overtime shall mean 4 or more hours. The employer will not unreasonably work employees on mandatory overtime of less than four (4) hours in order to avoid the provisions of this section. Employees will not be required to work mandatory overtime if they are within their first 90 days of employment.

A system wide Labor Management Committee may be established for the purpose of addressing issues concerning the interpretation, clarification and evaluation of mandatory overtime provisions.

- C.13.8 An alternative method may be determined by a 24 hour facility with one employee vote per facility per department per contract period. The employee vote process and proposal must be mutually agreed to prior to the vote being conducted. The employee vote shall be a "yes" or "no" majority vote of employees affected and voting.
- C.13.9 No employee required to work overtime shall be required to return to work without first being granted at least seven and one-half (7 1/2) hours time off between the last hour worked during overtime and the first hour worked upon return, unless the employee agrees to return sooner or if emergency conditions exist. The employee will suffer no loss in pay if the employee elects not to return until those seven and one-half hours are up. Nothing herein shall preclude the 24 hour facility from releasing employees prior to the end of a shift in such situations to provide the required time off between shifts and allow the employee to return at the commencement of the next shift.

C.14 CALL IN FOR ABSENCES

- C.14.1 In cases of absence, essential employees as determined by the 24 hour facility shall provide a standard 60-minute advance call-in notice prior to the start of their shift. This standard notice may be lessened for a department at the discretion of the 24 hour facility and may be waived in individual emergency situations.

APPENDIX D - DEPARTMENT OF ROADS

- D.1 Pursuant to Article 18 the following provisions shall apply:

When an employee has reason to believe that a vehicle, equipment, or tool(s) they are operating is unsafe, the employee shall report said condition to their immediate supervisor on DR Form 116-Equipment Problem Report. If the immediate supervisor chooses to take no action regarding repairs for said vehicle, equipment, or tool(s), the supervisor will state in writing that the vehicle is safe.

On the days the temperature is expected to exceed 80 degrees, the supervisor will make arrangements to have ice added as needed to the Agency provided 3 gallon water coolers and disposable cups at the beginning of the day.

The Agency will change air filters in the main building according to the computer monitoring system in an effort to provide some degree of relief for allergy sufferers.

- D.2 NAPE/AFSCME will be afforded space on existing magazine racks in break rooms and cafeterias for distribution of NAPE/AFSCME newsletters and/or approved material.
- D.3 Vacations will not be unreasonably denied. Limitations on numbers of days off, or numbers of employees on vacation will be based on workload.
- D.4 The Union and the Agency have entered into this agreement in order to facilitate the filling of vacancies, without in any manner diminishing an individual's rights and protections accorded by Article 9 of the labor agreement.
1. A vacant position will not need to be posted, if a qualified employee of the Agency is placed in the position, when such placement is the result of any of the following:
 - a. The employee so placed is currently assigned to the division/district and by virtue of previous assignment is uniquely suited for such position;
 - b. The employee so placed has had such action taken as a result of disciplinary action;
 - c. When the placement of said employee is for the purpose of protecting or otherwise related to the health of an employee (in such instance, the action must be voluntary);
 - d. In a case of lateral transfers only, when the placement is the result of Agency organizational changes which did not result in the establishment of a new position;
 - e. Nothing herein shall be construed as preventing the Agency, in emergency situations, from filling a position on a temporary basis without posting the position. Such temporary assignment shall not exist for a period longer than sixty days;
 - f. When the position is filled by an employee displaced by other personnel action (i.e., layoff, non-disciplinary demotion).
 2. When a vacant position is filled without posting, a notice of such promotion or position selection shall be posted on the appropriate district/division bulletin boards for a period of seven calendar days.
 3. The parties hereto recognize that the selection of an individual is subject to all other provisions of Article 9, and that the time periods as provided in Article 4, Section 6 shall be subject to Section 2 above, or in the case of non-access to a posting, when the employee knew or should have known of the promotion or position selection.
- D.5 The Department of Roads shall provide a new employee group orientation at its Central Complex or District Offices for all new employees at a minimum of once per quarter. Union representatives may be present pursuant to Article 6.8.
- D.6 Where the Agency requires employees to wear safety toe shoes/boots, the Agency will reimburse the employee fifty dollars, toward the purchase of safety toe work shoes/boots. This will be limited

to one reimbursement per contract year, July 1 – June 30, and made upon evidence of purchase.

- D.7 The Agency will provide reflective rain gear, seasonal leather work gloves and the appropriate gloves for welding, working with chemicals or other hazardous materials. As new reflective rain gear, seasonal leather work gloves or appropriate gloves for welding, working with chemicals or other hazardous materials are needed, the employee will exchange (turn in) the old item for a replacement. If the item is lost, the employee will turn in a written statement detailing what happened to the item.
- D.8 The parties agree the Department of Roads Human Resources Policies and Procedures Policy on Alcohol and Drug Testing is intended to comply with the Omnibus Transportation Employee Testing Act of 1991 and relevant Department of Transportation regulations. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession, or use of a controlled substance in the workplace is prohibited. An employee assistance program is available to employees with personal problems, including those associated with alcohol or controlled substances use. The Agency and the Union will aid such employees who request assistance with such problems. The Agency and the Union will encourage and/or direct the employee to seek professional assistance where appropriate as it applies to Section D.8 of this appendix.
- D.9 Upon evidence of payment, the Department of Roads will reimburse the employee the difference in cost between a required Commercial Drivers License and a regular drivers license. Time spent acquiring or renewing a CDL will be considered work time.
- D.10 Snow Removal - If the State places employees in a paid status in an area because of inclement weather and requires its Department of Roads employees to work at snow removal, those employees shall receive an equivalent amount of paid time which shall be paid as compensatory time.
- D.11 All hours worked on Christmas, Sundays (except when Sunday is a regularly scheduled workday), or in excess of twelve hours in any one work day, shall be considered overtime and shall be paid at one and one-half times the regular hourly rate. This includes all bargaining unit employees except those bargaining unit classifications or pay grades identified in the main labor contract as being not eligible for overtime. Work schedule changes shall not be adjusted for the purpose of avoiding overtime.
- D.12 Because employees of the Department of Roads normally work during the day, they will not normally qualify for shift differential. However, bargaining unit members on duty and working between the hours of 6:00 p.m. and 6:00 a.m. shall receive sixty cents per hour shift differential for all hours worked between 6:00 p.m. and 6:00 a.m.
- D.13 When vacancies occur the Union and the Agency agree to provide either a labor or management replacement for the Safety Committee or the Employee Suggestion Committee within 15 workdays of written notification from the Roads Human Resources Division. The Union will provide a list of union contacts to the Human Resource Administrator for notification of committee vacancies.
- D.14 District employees, maintenance employees, construction employees, information technology employees and electronics technicians may be subject to being called 24 hours per day to respond to emergency situations. Emergency response situations requiring employees to respond without

having been placed in an on-call status are: accidents, weather (that was not predicted in advance), State Patrol or other law enforcement calls, or emergency assistance calls.

- D.15 Pursuant to Articles 7.9 - On Call/Standby Pay and Articles 12.8, & 12.10 to 12.13 Overtime/Compensatory Time shall be consistently applied by all Districts and Divisions across the State in the Department of Roads.
- D.16 The Parties agree to the establishment of a statewide Labor/Management Committee to address the possibility of training opportunities and pay differentials for proper compensation for Roads Employees.
- D.17 The Agency shall provide an initial issue of six orange or yellow/green t-shirts or orange button shirts to employees in the Maintenance Trade and Technical Bargaining Unit. As new t-shirts or button shirts are needed, the employee will exchange (turn in) the old shirt for a replacement.
- D. 18 When requested by the employee, uniforms and cleaning will be provided to employees in the following classifications: Automobile Mechanic I, Automobile Mechanic II, Automotive /Diesel Mechanic, Automotive/Diesel Mechanic Lead. The uniform and any components of said uniform remain the property of the State of Nebraska and shall be turned in by the employee to the employee's immediate supervisor either when damaged or in need of replacement or upon the termination of employment.
- D.19 Emergency response situations requiring employees to respond without having been place in an on-call status will be in a paid status from the time they are notified to report to work. Employees shall be notified in order of seniority. Employees must make every reasonable effort to report for duty at their assigned work-site.

APPENDIX E - GAME AND PARKS COMMISSION

- E.1 Pursuant to section 18.5 the following provisions shall apply to Game & Parks employees covered by this Contract:
- E.2 Where the employees are required by the Employer to wear uniforms, the Game and Parks Commission will follow the current adopted department policy for uniform distribution, replacement, and maintenance during the Contract period. No item or part of the prescribed uniform issued will be worn or used during off-duty hours nor shall items be worn or used for any non-duty purpose.
- E.3 Game and Parks Commission employees required to live in Employer provided housing shall continue to have their rent and utilities fully paid by the Employer, and shall not be eligible for shift differential, on-call, or call-back premiums.

APPENDIX F - NEBRASKA STATE PATROL

- F.1 Pursuant to section 18.5 the following provisions shall apply to State Patrol employees covered by this Contract:

Where the Agency requires the wearing of uniform, identifiable clothing, the Agency shall provide such articles of clothing on an as needed basis to include slacks, shirt and belt. Necessary alterations will be made at the expense of the Agency. Maintenance of issued clothing will be at the employee's expense.

Protective clothing which is reasonable and necessary to the job will be provided by the Agency.

- F.2 The Patrol shall request suggestions from Communications Specialists as to the nature of training needed to perform the work in a uniform, efficient, and professional manner. The Patrol agrees to provide necessary training for Communications Specialists. Training needs shall be determined annually, and scheduled accordingly. The Patrol shall provide an opportunity for up to seven (7) Communications Specialists to attend both the fall and spring training sessions sponsored by the Nebraska Emergency Service Communication Association. One Communications Specialist from each Troop Area and two Communications Specialists from State Headquarters shall be permitted to attend each session. Determination as to the availability of funding to provide for attendance at such training shall be at the discretion of the agency's Training Committee.

The Patrol shall establish and maintain a standard training program for all new Communications Specialists.

The Patrol shall provide or arrange for the provision of stress management training for Communications Specialists. Such training shall be provided as soon as practical, and during the period this Contract is in effect.

- F.3 The Patrol supports the concept of physical fitness and encourages all employees to maintain healthy life styles.

The Patrol shall contact the State of Nebraska's Wellness Program coordinator, and request all available information on existing or anticipated Wellness Programs in cities where State Patrol communications facilities are located. Such information shall be provided to communications personnel.

Employee participation in organized Wellness Programs is encouraged by the Patrol. Participation in such programs shall be conducted at the employee's expense and on off-duty time.

- F.4 State Patrol Communications Specialists will be provided the fifteen minute rest period as specified in the labor agreement for the day shift (7:00 a.m. to 3:00 p.m. or similar period) and the mid shift (3:00 p.m. to 11:00 p.m. or similar period).

There will be no specific rest period taken during the graveyard shift (11:00 p.m. to 7:00 a.m. or similar period), but the Communications Specialists working will be given the latitude to leave the radio console as traffic dictates for an unspecified rest period at their discretion. If there is radio or telephone traffic, it will be handled by the Communications Specialists.

In order to facilitate this freedom of movement and flexible relief periods, the State Patrol shall insure adequate quality of speakers so that radio traffic can be heard at locations other than the radio room.

APPENDIX G - COMMISSION ON LAW ENFORCEMENT & CRIMINAL JUSTICE

- G.1 Pursuant to section 12.10 the following provisions shall apply to Commission on Law Enforcement and Criminal Justice employees eligible for overtime covered by this Contract:
- G.2 No employee eligible for overtime is authorized to accumulate more than 16 hours of compensatory time during any pay period unless such additional overtime is approved by the Executive Director. The employee shall use this compensatory time within 140 days (10 pay periods) of the date earned, unless such period is extended by the Executive Director for an additional specific number of workdays. Employees who do not use their earned compensatory time off during the 140 days shall be paid for such time at the hourly rate currently being earned.
- G.3 Pursuant to section 18.5 the following provisions shall apply to Commission on Law Enforcement and Criminal Justice employees covered by this Contract:
- G.4 Employees required to wear uniforms will be issued clean uniforms at the beginning of each shift. The employee will return his/her uniform at the end of each shift. The Agency will provide a clean uniform each day and will be responsible for reasonable upkeep and maintenance. Administrative Professional and Administrative Support Staff shall be responsible for reasonable cleaning and maintenance of clothing provided by the agency.

APPENDIX I - DEPARTMENT OF AGRICULTURE

- I.1 Pursuant to section 18.5 the following provisions shall apply to Department of Agriculture employees covered by this Contract:
- I.2 Where the Department of Agriculture requires the wearing of safety and protective clothing, the Department shall provide and maintain such items. No such items shall be worn or used during non-work hours or for any non-work purpose.

APPENDIX J - DEPARTMENT OF ENVIRONMENTAL QUALITY

Pursuant to section 18.5 the following provisions shall apply to Department of Environmental Quality employees covered by this Contract:

- J.1 Where the Department of Environmental Quality requires the wearing of safety and protective clothing, the Department shall provide such items and shall provide for the maintenance of safety equipment in proper working condition. Employees shall not use such items for personal use.
- J.2 The Department of Environmental Quality shall continue the past practice of making available phones for use by field staff.
- J.3 The Department of Environmental Quality shall make first aid kits available.

- J.4 The Department of Environmental Quality shall provide appropriate training regarding safety and the use of protective equipment.
- J.5 The Department of Environmental Quality agrees to establish an agency Labor-Management Committee to address Health and Safety concerns.

APPENDIX L - DEPARTMENT OF LABOR

- L.1 The State agrees to maintain the current Division of Employment Life Insurance Plan for all participants currently enrolled in the plan. The contribution ratio provided to these employees by the Employer shall remain unchanged.

The Employer agrees to keep the participants in the Division of Employment Group Life Insurance Plan within the actuarial parameters of the total State Employees Group Life Insurance Plan for rating purposes.

The Employer contribution toward the premium for current Nebraska Workforce Development Department of Labor participants enrolled in the State Employees Group Life Insurance Plan, and new employees who are provided this coverage, shall be the same monthly dollar amount as the Employer contributes for all other State employees covered by the State Employees Group Life Insurance Plan.

- L.2 The Nebraska Workforce Development Department of Labor shall continue to provide for all employees authorized absences to attend approved educational and training activities subject to limitations imposed by numbers of staff required to keep an office, section, unit, etc., operative. All requests for training or educational activities shall be forwarded through Supervisors to Division Directors for approval. Division Directors are requested to contact the Department's Office of Finance and Human Relations to assure consistent application of this Article. Requests for training or education should not be unreasonably denied, subject to procedures stated in Article 20.1 of the Collective Bargaining Agreement.
- L.3 The Nebraska Workforce Development Department of Labor shall provide a new employee orientation for all new employees. The timing of such meetings will be held every biweekly pay period in which a new employee is scheduled to commence work with the Department. The Department will provide notice of the orientation schedule to the union and will comply with Section 6.9 of the labor contract.
- L.4 The Department shall make basic first aid kits, meeting OSHA recommendations, available at each Department work location. In One-Stop locations where there are multiple partners that are outside of Nebraska Workforce Development Department of Labor, this expense will be negotiated through a Memorandum of Understanding (MOU) as a shared cost.
- L.5 The Agency shall provide to all employees, based on the availability of funds, in-service training programs, specifically applicable to the work the employees perform or to individual career development. Employee suggestions or requests for subject matter will be encouraged.

APPENDIX M - DEPARTMENT OF CORRECTIONAL SERVICES**PROTECTIVE SERVICES BARGAINING UNIT EMPLOYEES****M.1 DEFINITIONS**

- M.1.1 Unless the context is shown to intend otherwise, words and phrases in this Appendix are used in the following sense:
- M.1.2 **AGENCY SENIORITY** – Total months of continuous service with an Agency as identified by Agency records.
- M.1.3 **CLASSIFICATION SENIORITY** – Total amount of service in each job classification as listed:
- | | |
|----------------------|------------------------|
| Corrections Officer | Corrections Sergeant |
| Corrections Corporal | Corrections Caseworker |
- M.1.4 **EMERGENCY** – Escape, riot, fire, hostage situation, natural disaster, or other unusual situation, declared by the Director and/or designee, which threatens, or may threaten the security of the institution, work area or safety of the public, employees, inmates and/or others.
- M.1.5 **JOB CLASS SPECIFICATION** – The official written description of a class of work which defines the classification, lists some of the more typical tasks of the classification and the supervision exercised and received.
- M.1.6 **PRIMARY POST ASSIGNMENT** – The post assignment which is given the employee on an official form. This assignment is permanent and dictates assignment of class, grade, etc. This is subject to the Agency providing ten work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency as defined in M.1.4.
- M.1.7 **STATE SENIORITY** – Total months of service with the State adjusted by leave or break in service of more than 14 days as provided in M.1.8 and less than five years as indicated by the service date on the NEIS document.
- M.1.8 **STATE SERVICE ANNIVERSARY DATE** – The state service date is the date of hire for a new employee. The State service date for rehired employees shall be adjusted by the number of calendar days absent if re-employed within five years. Suspensions without pay, unauthorized leaves of longer than one day, and leaves of absence which exceed 14 calendar days (except military leave) also require adjustment of the service date. Employees who left state service for other than disciplinary reasons and return within five years shall be given credit for previous state service by having their service date reinstated minus the amount of time absent. The State service anniversary date shall be the date used for calculating vacation and sick leave accumulations.
- M.1.9 **PROMOTION** – Reassignment of an employee from one class to another class of a higher salary grade, with increased duties and responsibilities.

M.2 SEARCHES OF EMPLOYEES

M.2.1 When Management determines that employees should be subject to pat or strip searches, those searches shall be conducted in such a manner as to afford the employee dignity. Strip searches shall only be conducted upon reasonable suspicion and the supervisor will, prior to the search, provide the employee written notice authorizing the search, signed by the CEO, or designee outside the bargaining unit.

M.3 HOURS OF WORK

M.3.1 Employees scheduled work day shall ordinarily be eight (8) hours. A meal period shall be considered time worked, as shift employees are considered on duty from the beginning of their shift until they finish their shift. Meals shall be expeditious and only the amount of time reasonable and necessary to eat shall be used.

M.3.2 Employees shall not be unreasonably denied rest periods not to exceed a total of thirty (30) minutes during each work day. The Employer retains the right to respond to emergency situations by not allowing a rest period. Lack of relief staffing is considered a reasonable reason for denying rest periods.

M.3.3 No employee shall be required to work any shift that does not ensure at least eight (8) hours between one tour of duty and the beginning of the next. This labor contract shall not apply to emergency situations or situations in which the employee has volunteered to work for an entire shift.

M.3.4 Work Schedules and Changes - Correctional Officers, Correctional Corporals, and Correctional Unit Caseworkers will be assigned to permanent shifts and permanent days off. This is subject to the Agency providing ten work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency as defined in M.1.4.

Correctional Sergeants will not be assigned to permanent shifts and will not be assigned to permanent days off, except in facilities where they currently have permanent days off. This is subject to the Agency providing ten work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency as defined in M.1.4. In facilities and situations where post rotation is employed, implementation shall be in a fair and equal manner.

M.4 SENIORITY

M.4.1 Where jobs are reclassified or renamed, employees therein will retain their seniority.

M.4.2 Classification seniority for Protective Services Bargaining Unit members will be the prime consideration in personnel actions taken within the Agency. This includes bidding on post/job assignment, permanent days off, the bidding of vacancies on permanent shift, except when the Agency needs an employee with certain identified qualifications. In the event the employee believes seniority was not taken into consideration, an internal complaint or a written request may be made of the personnel action. This request must be made within five (5) days from the date of

notification the personnel action was taken. The decision maker will have five (5) work days in which to answer the employee in writing. Grievance time limitations will not begin to run until the process has been completed.

M.4.3 State seniority shall be the prime consideration in the assignment of vacation, overtime and lateral transfers.

M.4.4 The Employer shall prepare and place in the time sheet books, a classification and state seniority list. The list shall be updated semiannually and contain each employee's name, classification, and seniority date. A copy of the seniority list shall be furnished to a Facility Union Representative upon completion.

M.5 UNIFORMS

M.5.1 The basic uniform issued to an employee shall be stated in the Regulations of the Agency.

M.5.2 The Agency shall replace any portion of the uniform which has become worn out or has been damaged in the line of duty.

M.5.3 The Department of Correctional Services shall continue the program where Correctional Officers may purchase required shoes at group or reduced prices.

M.5.4 The State will reimburse Correctional Officers, Corporals and Sergeants in the Protective Services Bargaining Unit up to \$150 per contract year for uniform cleaning, alteration and repairs, and the purchase of authorized uniform articles (from vendors under contract with the Agency or from other vendors approved by the Agency) which are not readily available, as determined by the Agency Director or his designee. Such payments shall not accumulate one fiscal year to another.

M.5.5 Seasons for uniform wear shall be the same for all facilities and no facility shall deviate from this schedule.

- (1) The summer uniform will be worn starting April 15th of each calendar year.
- (2) The winter uniform will be worn starting October 15th of each calendar year.

M.5.6 The following applies for Custody Staff: Short sleeve shirts may be worn with the summer uniform, without a tie. Short or long sleeved shirts may be worn with the winter uniform with a tie. The uniform jacket may be worn year round as a part of the summer or winter uniform. Caseworkers will not be required to wear ties with their uniform polo-type shirts.

M.5.7 For Custody Staff, parkas and raincoats shall be made available at all facilities. Various sizes will be on hand to accommodate most personnel.

M.5.8 For Custody Staff, dickies and turtlenecks, in a style and color approved by the Department and purchased by the employee, may be worn as a part of the winter uniform, in place of the issued clip-on tie.

M.6 DISCIPLINARY ACTION

M.6.1 When an incident calls for the application of discipline, the discipline may be imposed only once for that incident.

M.6.2 Disciplinary action shall consist of only one form of discipline, subject to progressive disciplinary standards.

M.7 OVERTIME

M.7.1 A standard work week shall be 40 hours plus roll call time. All hours in excess of this standard work week shall be considered overtime and compensated at one and one-half times the regular hourly rate for all members of the bargaining unit. The Agency will continue to provide roll call time at the facilities where it now exists during the fiscal years for which this Contract is in effect.

M.7.2 When a Correctional employee is required to work into the next shift on overtime for four (4) hours or more, and the employee is not provided an opportunity to eat or obtain a meal, the State will furnish a meal to the employee at no cost to the employee.

M.7.3 Employees in this Unit shall have the choice of taking compensatory time for overtime worked, with the exception, that the Employer has the right to pay for Holidays worked, when the budget permits.

M.7.4 With employee and Employer agreement, employees may take reasonable amounts of compensatory time off.

M.7.5 At the time of bidding for exempt posts, holidays concerning that post will be designated, on the bid sheet, as holidays worked or holidays not worked on that post.

M.8 WORKING OUT OF CLASS

M.8.1 Employees who are assigned to a position of a higher salary grade for more than four (4) days in any pay period, who meet the minimum qualifications of said position, shall receive five percent (5%) additional compensation over and above that employee's present rate of pay for the hours worked in the higher salary grade. Time worked out of class shall be documented to the nearest tenth of an hour. It shall be the responsibility of the supervisor to identify those hours worked out of class for pay purposes.

M.8.2 At the Department of Correctional Services no employee shall be required to work out of his/her class if such employee does not have the requisite qualifications to perform such work, nor shall any employee be required to work out of class for the purpose of avoiding pay, to the employee, the salary for the higher salary grade.

M.8.3 New hires shall not be allowed to work out of class until their original probation period is successfully completed, except in either of these two (2) situations: (1) Emergency situations as provided in Section M.1.4, or (2) new hires who have been trained and endorsed in writing by a first line supervisor outside the bargaining unit, and approved by the appropriate department head.

M.8.4 The Department of Correctional Services will implement a policy which will require the documentation of working out of class experience, so appropriate work experience records can

be presented to the promotion boards for review and consideration.

M.9 PROMOTION BOARDS

- M.9.1 Candidates eligible to appear before the Promotion Board will meet the minimum qualifications and requirements. All qualified candidates will be interviewed. No employee will be interviewed, who has not submitted an application.
- M.9.2 The Promotion Board will consist of not less than three (3) members, one of which shall be a member from another facility/program. This Board will be utilized to promote Corrections Officers and Corrections Corporals.
- M.9.3 At least ten (10) days prior to the convening of the Promotion Board, a dated notice shall be posted on bulletin boards to communicate the following information:
- 1) The date of the Promotion Board.
 - 2) The classification (rank) to be interviewed.
 - 3) The date and place of any testing or examinations for the classification (rank) being interviewed.
- M.9.4 The Promotion Board will rank all candidates who were selected by the Board for promotability.
- M.9.5 All candidates shall be informed of their ranking, in writing, ten (10) work days after the conclusion of the Promotion Board. Promotion Board ranking shall be made available for review to the affected candidates upon request.
- M.9.6 Vacancies in the rank interviewed for, shall be filled, within twenty one (21) calendar days, in compliance with the promotion list, subject to appropriate administrative approval.
- M.9.7 An employee who turns down an offer of promotion will have his/her name removed from the list entirely.
- M.9.8 Promotion Boards will be held at least twice a year, or as needed.
- M.9.9 All effective promotions shall be posted on the appropriate bulletin boards and read at roll call.

ALL DEPARTMENT OF CORRECTIONAL SERVICES CONTRACT COVERED EMPLOYEES EXCEPT IN SECTIONS WITH RESTRICTIONS LISTED (M.11 WORK RULES; and M.13 BIDDING ON OPEN POST/JOBS)

M.10 HOSTAGE LEAVE

- M.10.1 In the event employees of the Department of Correctional Services have been determined, by the Director or other appropriate official, to have been taken hostage, the employee may be eligible for a paid leave of absence up to ninety (90) days. The Director or Designee of the Director will determine the number of days allowed, after consultation with the Department's Medical Team and/or a consulting Psychologist or Psychiatrist. If the employee is not in agreement with the

decision, they may obtain a second opinion, at the employee's expense. If there is a conflict in the Department and the employee's second opinion, a third opinion can be obtained, at Department expense. The third opinion, gained from an independent and mutually agreed upon professional, will be final and non-grievable. Such paid leave shall not be charged against the employee's sick leave account.

M.11 WORK RULES

M.11.1 This section applies to all Department of Correctional Services employees covered by the Protective Services bargaining unit, the Maintenance, Trades and Technical bargaining unit, and the Recreational Specialist positions in the Health and Human Care Professional bargaining unit. An employee shall not be required to staff a post for a period of longer than two (2) hours if that post is as a roving patrol, tower duty, or yard duty, where the vehicle used in conjunction with the post is without air conditioning and where the employee does not have access to an approved area with air conditioning when the temperature reaches 88 degrees Fahrenheit or above. When outside temperature is below 15 degrees Fahrenheit, employees assigned to outside posts will be given access to heated areas.

M.12 DRESS CODE

M.12.1 The dress code shall be a proper subject for discussion by the Labor-Management Committee.

M.13 BIDDING ON OPEN POST/JOBS

M.13.1 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 as soon as appropriate.

M.13.2 All open post/job assignments will be posted within five (5) days after the assignment becomes vacant. The opening will be left posted for five (5) workdays, opening and closing will be those same five (5) workdays. The posting will include the appropriate job location, open post/job vacancy, shift, days off and rank, where applicable. Job postings will include a closing date and all applicants will submit an application to the appropriate authority by the closing date as posted.

M.14 ANNUAL VACATION SCHEDULING

M.14.1 Each facility or work unit will post a vacation request schedule once a year beginning November 1st, for a period of thirty (30) days, for vacation preferred between January 1st and December 31st of the following year. Each employee shall have the opportunity to select, based entirely upon their state seniority, the entire amount or any part of vacation time earned in the current year, prior to the schedule being filled in by the next senior person. To receive priority, vacation leave requests must be for three (3) days or more. Vacation leave requests for less than three (3) days will be considered, but with no priority. Upon completion of current year scheduling, employees may be allowed to schedule any carry over vacation, on a first come, first served basis.

- M.14.2 The facility will prepare and place in the time sheet books the results of vacation scheduling, for the bargaining unit members, no later than thirty (30) days after December 1st of each year.
- M.14.3 Once the schedule has been approved, an employee's vacation period will not be changed by the Agency, except during periods of emergency or by mutual consent of the Agency and employee. Employee initiated actions, such as bidding or promotion, which causes changes in days off and/or shift, may be cause for adjustment in vacation schedule depending upon staffing levels. In such cases, the employee will be permitted to select alternative vacation periods, which will not affect the security of the facility.
- M.14.4 State seniority will be the prime consideration in determining choice of vacation time.
- M.14.5 The purpose of this section is to guarantee that all hours spent away from work during this time period will be charged against accrued vacation, unless the parties mutually agree to substitute compensatory time for any portion of the time period.
- M.14.6 Employees must submit a written request to cancel scheduled vacation, to the immediate supervisor outside the bargaining unit, no later than seven (7) calendar days prior to the start of the vacation to be canceled. To retain any portion of scheduled vacation, the employee must take at least two (2) consecutive work days of scheduled vacation.
- M.14.7 OTHER LEAVE REQUEST - When an employee requests vacation or compensatory leave, approval or denial will be given at least seven (7) calendar days prior to the date the leave is to be taken. Applications for leave will be accepted up to thirty (30) days in advance of the date requested.

M.15 DISCIPLINARY ACTION

- M.15.1 When a Department of Corrections employee has been charged with a criminal offense that is directly related to the workplace which could reasonably be expected to result in a significant disruption of the workplace, the Department of Corrections Director, in consultation with the DCS Human Resources Administrator, may suspend the employee without pay until there is a trial court disposition of the criminal charges. A final disposition of the pending charges is not necessary prior to discipline, but may be considered by an arbitrator or hearing officer if a grievance is filed. The employee reserves the right to file a grievance on the Agency Director's decision to suspend.

APPENDIX N - EDUCATIONAL TELECOMMUNICATIONS COMMISSION

Work Schedules - Network Operations

- N.1 Prior to the implementation of a new Network Operations work schedule, Management will provide notice of the planned revision including reason for the work schedule change, operating parameters for developing a new work schedule and at least two work schedule proposals. This information will be presented to the Network Operations employees at least fourteen days prior to the proposed work schedule change. Network Operations employees will then have seven days to provide input

and/or submit their own proposals for review and consideration before the schedule is implemented.

- N.2 Employees may submit, through the NAPE/AFSCME steward, proposed Network Operations work schedules. Management shall respond within fourteen days. Such employee initiated schedules shall be limited to one per fiscal year unless by mutual agreement.
- N.3 The exception to these procedures will occur when required by short notice changes to the television, radio broadcast and/or non-broadcast program schedules or services. When necessary for an exception, Management will utilize the above process within 30 days to allow employee input.
- N.4 Management reserves the right to make temporary changes in work schedules to accommodate vacations, leaves, and vacancies as necessary in order that Network Operations can meet the Network schedules and services.
- N.5 Employees may select schedule shift assignments based on seniority and qualifications. Management will first respect seniority, as long as a fully qualified engineer is available for each shift.

Vacation - Network Operations

- N.6 Beginning January 15 each year, employees may designate preferred vacation time in the vacation book. Vacation requests will be accepted on a seniority basis until March 15. After that date all requests will be on a first come basis. Once vacation is confirmed, it will be honored, except the scheduled vacation may be adjusted and/or canceled in cases of extended sick leave and/or vacancies.

Holidays

- N.7 Educational Telecommunications Commission employees observe the same holiday schedule as is observed by University employees. When a holiday falls on an employee's day off, it shall be observed by that employee on a work day closest to the actual holiday.

APPENDIX O - NEBRASKA EQUAL OPPORTUNITY COMMISSION

- O.1 In conformity with Article 21 of the Master Contract, the Agency and the Union agree to establish a labor/management committee to discuss issues of common concern. Said committee shall be constituted in conformity with Article 21.2 of the Master Contract and comprised of management staff and bargaining unit employees from both major offices of the Agency.
- O.2 The Agency reaffirms its commitment to give thoughtful and appropriate consideration to the suggestions and views of employees on any subject of mutual or individual concern. Any such views or suggestions may be expressed in any reasonable manner at any reasonable time to any official of management, including proposals in writing and/or verbal suggestions at staff meetings.
- O.3 The Agency reaffirms its commitment to conduct all performance evaluations and corrective or disciplinary actions in a manner consistent with applicable provisions of the Master Contract. The Agency further reaffirms its commitment to the principles of sound personnel management and employee confidentiality. The Agency further reaffirms its commitment to prompt and appropriate resolution of employee complaints and concerns.

- O.4 The Agency agrees to provide all employees at least three in-service training programs per year, of at least two hours duration each. Employee suggestions or requests for subject matter will be encouraged. Such suggestions may be made at any reasonable time in writing, to any member of management.

APPENDIX P - DEPARTMENT OF ADMINISTRATIVE SERVICES

UNIFORMS

- P.1 The basic uniform issued to an employee shall be stated in the Standard of Operations of the Agency. Uniforms for all security personnel shall be the same. No item listed under P.2 or purchased under P.3 shall be used for outside employment or any other unofficial business.
- P.2 DAS shall furnish the following items as standard uniforms for all security personnel covered by this labor contract:
- a. Trousers - four (4) pair
 - b. Shirts - six (6) long or short sleeve to be determined at the employee's discretion
 - c. Security Patches - one (1) for each shirt as necessary
 - d. Shoes - 1 pair
 - e. Belt - 1
 - f. Tie - 3
 - g. Badges - 2
 - h. Nameplates - 2 and rank designations
 - i. Jacket - 1 (for each security guard having to perform duties outside)
 - j. Additional uniform accessories, such as radio/belt swivel, belt/key holder, belt keepers, flashlight holder, etc., will be issued in accordance with individual duty requirements.
- P.3 DAS shall make arrangements for an employee to purchase, at his/her own expense, additional uniform items as listed in P.2 at a cost comparable to that paid by DAS. DAS shall replace or repair any portion of the uniform which has become worn out or has been damaged in the line of duty.
- P.4 DAS agrees to consult with representatives of the Union prior to changing the existing uniforms of any of the facilities under DAS's responsibility or prior to establishing uniform requirements at any facility not presently having uniforms.
- P.5 All uniform materials issued are washable in standard automatic home-type machines with minimum care. Such routine cleaning of uniforms is the responsibility of each employee. Each employee shall try on each uniform component immediately upon issuance and, within 30 days, notify his/her supervisor if the uniform needs to be altered or returned to the vendor. Alterations after this time period will be the responsibility of the employee.
- P.6 All uniform components issued by the Department of Administrative Services remain the property of the State of Nebraska and shall be turned in by the employee to the employee's immediate supervisor either when damaged or in need of replacement or upon the termination of employment.

- P.7 A copy of the applicable operating procedures manual shall be available for each employee to review. Bargaining unit employees will have an opportunity for input into the development of operating procedures manuals.
- P.8 DAS shall furnish the uniforms, patches, alterations, cleaning, and replacement of all uniforms worn by Transportation Services Bureau (TSB) garage and maintenance employees.
- P.9 DAS shall furnish the shirts, patches, alterations, and cleaning of Material dock and mail room personnel, and said employees shall wear these shirts when on duty.
- P.10 IMServices (computer processing unit) will post, in a 24 hour accessible area, a list of employees in the order of being called for overtime, also indicating the next person required to work overtime.
- P.11 Management representatives from the DAS State Building Division, and no more than two employee representatives from NAPE, agree to meet to develop a joint survey for DAS 24-hour facility employees. The joint survey will address employee interest levels regarding making changes to the current vacation leave approval process, specifically bidding for vacation leave. The date and time of the meeting to discuss the survey will be jointly determined by both parties and initiated by NAPE.

APPENDIX Q - NEBRASKA MILITARY DEPARTMENT

SECURITY SPECIALIST

- Q.1 The initial issue and replacement of basic uniform and equipment, for the Military Department State Security Specialists and the Security Administrative Assistant, shall be prescribed in agency policies and procured only if appropriate federal funds are available.

MILITARY FIREFIGHTERS

- Q.2 The initial issue and replacement of basic uniform and equipment, for the Military Department Firefighter personnel, shall be prescribed in agency policies and procured only if appropriate federal funds are available.
- Q.3 In the selection of applicants for vacant Driver/Crew Chief positions, initial consideration will be given to on board Firefighters who are qualified and certified for selection.
- Q.4 Contingent upon mission changes which would require expanding fire protection services to a 24 hour a day operation, the Agency agrees to meet with the Union at least 60 days prior to the implementation of the new schedule to discuss relevant proposals which would pertain to such operations.
- Q.5 Vacation and sick leave will be accrued at a rate commensurate with the amount of regularly scheduled hours worked during the pay period.
- Q.6 Based upon the availability of appropriate federal funds provided for said purpose, the Agency

agrees to make every reasonable effort to implement NFPA 1500, Section 8-3.

- Q.7 The earning of holiday leave by bargaining unit employees begins immediately upon employment. Full-time employees earn eight hours of holiday leave for each of the dates indicated in Article 14, Section 14.1. Holiday leave will be requested in advance by the employee and will be used only after approval is received from the Agency Head or his/her designated representative. Accrued holiday leave must be used within 30 days of the holiday for which it was accrued. Employees may be advanced holiday leave. Advanced holiday leave may not exceed the amount which will be accrued at the next scheduled holiday.

The parties agree that for Firefighters and Firefighter Driver/Crew Chiefs, the holiday shall be deemed to fall on the day on which the holiday occurs. Management may choose to schedule a training day for the total of seven hours within the same pay period where a holiday occurs, for the shift which employees are not scheduled to work on the holiday. If management chooses to schedule such training days, the parties agree that this is not to be considered precedent setting nor considered a past practice. Attendance for training days will not be mandatory. Training will not be held unless a minimum of five (5) Firefighters pre-register at least fourteen (14) calendar days in advance of the proposed training day. Management shall not be obligated to continue the scheduling of such training days.

LIQUID FUELS MAINTENANCE

- Q.8 Each employee will be furnished locker space to store personal protective equipment, hazardous duty clothing, and inclement weather gear which is required for the performance of their duties.
- Q.9 Employees working under conditions covered under CFR 532 will receive appropriate Environmental and Differential Pay payments. If differential is authorized for a particular category and payment is approved by the authorizing official, the employee is entitled to that differential.

APPENDIX R - DEPARTMENT OF REVENUE

- R.1 Prior to making any proposed changes in the Flex Time Policy dated December 11, 1992, the Employer agrees to discuss said proposed changes with a Labor-Management Committee.
- R.2 The Employer agrees that all procedures for phone monitoring shall be a proper topic of a Labor-Management Committee. This article shall not restrict the Employer from implementing phone monitoring at any time.

APPENDIX S - DEPARTMENT OF MOTOR VEHICLES

- S.1 Where the Driver License Examiner is required by the Employer to wear uniforms, the Department of Motor Vehicles will follow the current adopted department policy in effect January, 1997, for uniform distribution, replacement, and maintenance during the Contract period.
- S.2 No item or part of the prescribed uniform issued will be worn or used during off-duty hours nor shall items be worn or used for any non-duty purpose.

S.3 Labor-Management Committee members shall be allowed paid work time, not to exceed the employee's normal work day, to travel to and from Labor-Management Committee Meetings.

APPENDIX T - DEPARTMENT OF INSURANCE

T.1 Premium Pay: Employees occupying positions classified as Examiner I, Examiner II, and Examiner III should receive premium pay in the amount of twenty percent of their regular salary when he/she works on a work assignment, made by his/her employing agency, outside of the State of Nebraska, when such assignment lasts for twenty consecutive business days or longer. This premium pay shall only apply to hours worked outside of the State of Nebraska. The twenty consecutive business day requirement must be met for each out of state assignment. The purpose of the premium pay is to compensate employees in these classes for the added expense and inconvenience involved in spending long periods away from home.

APPENDIX U - NEBRASKA STATE FIRE MARSHAL

U.1 At the Nebraska State Fire Marshal's Office, approved overtime earned by Training Specialists while receiving employee requested training shall be compensated as paid time off, or as a cash payment, at the Employer's discretion. If the overtime is compensated as paid time off, the employee shall have up to 60 days to use the paid time off from the date the overtime was worked.

In witness whereof, the parties hereto have set their hands this ____ day of April, 2001.

FOR THE UNION

FOR THE STATE

Nebraska Association of Public Employees,
Local 61, of the American Federation of
State, County and Municipal Employees

Mike Johanns, Governor
State of Nebraska

William J. Wood, Chief Negotiator/
Labor Relations Administrator
State of Nebraska

Sue Dedick, Labor Relations Representative
State of Nebraska

Gail Broliar, Administrative Assistant

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