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**IDnum** 365    **Language** English    **Country** United States    **State** NE

**Union** State Law Enforcement Bargaining Council

### Local

Occupations Represented
Police and detectives
Inspectors, testers, sorters, samplers, and weighers

**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.**

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***Labor Contract Between***

***The State of Nebraska***

***and***

***The Law Enforcement Bargaining Unit***

***represented by***

***The State Law Enforcement Bargaining Council  
(SLEBC)***

***JULY 1, 2001 - JUNE 30, 2003***

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## ARTICLE 1 - PREAMBLE

### 1.1 Objective

The parties mutually agree that their objective is for the good and welfare of the STATE OF NEBRASKA and COUNCIL members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The STATE OF NEBRASKA and COUNCIL regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

## ARTICLE 2 - DEFINITIONS

**Agency** - A Department of the State of Nebraska employing persons within the bargaining unit.

**Association** - Shall mean one of the Associations which make up the State Law Enforcement Bargaining Council.

**Association Officer** - Shall mean duly elected officer of an agency employee organization of bargaining unit members.

**Association Representative** - A member of the bargaining unit that has been designated by the Association to represent bargaining unit members in the grievance process.

**Bargaining Unit** - Those classifications, ranks, and jobs which have been determined by the Commission of Industrial Relations or agreement of the parties to be represented exclusively by the State Law Enforcement Bargaining Council.

**Bargaining Unit Member** - All sworn officers holding a rank which is within the bargaining unit, regardless of membership status in the Association.

**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.

**Classification** - A group of positions sufficiently similar as to the duties performed, degree of supervision exercised or required, minimum requirements of training, experience or skill and such other characteristics so the same title and the same tests of fitness may be applied to each position in the group and so the same salary grade may be assigned.

**Classification Seniority** - The amount of time in years, months and days which a bargaining unit member has continuously held a classification, including breaks in service one year or less.

**Council** - Bargaining unit employees represented by the State Law Enforcement Bargaining Council.

**Day/Workday** - A workday for suspensions, leave and holidays shall be 8 hours. For the purposes of grievance administration only shall exclude Saturday, Sunday, and State observed holidays.

**Director/Agency Head or Designee** - The Director/Agency Head of a Department employing persons within the bargaining unit or his/her designee.

**Emergency** - Escape, riot, fire, hostage situation, natural disaster, or other similar situation, declared by the Director, which threatens or may threaten the security of the institution, work area or safety of the public, employees and/or offenders, others.

**Employee** - An employee in a regular full-time or part-time position.

**Employer** - The State of Nebraska and shall not include any political subdivision thereof.

**Fiscal Year** - Shall mean the fiscal year of the State of Nebraska (July 1 - June 30).

**Patrol** - The Nebraska State Patrol.

**Personnel Files or Personnel Records** - The official personnel records of bargaining unit members which are maintained at the Agency.

**Policies and Procedures** - The formal, written policies and procedures of the employing agency.

**Service Anniversary Date** - The service date is the date of hire for a new employee. The service date for rehired employees shall be adjusted by the number of calendar days absent if reemployed within one year. Suspensions without pay and leaves of absence which exceed 30 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 one year shall be given credit for previous state service by having their service date reinstated minus the amount of time absent. The service anniversary date shall be the date used for calculating vacation and sick leave accumulation.

**Superintendent** - The Superintendent of the Nebraska State Patrol.

## ARTICLE 3 - COUNCIL RECOGNITION

### 3.1 Council Recognition

The Employer, hereinafter referred to as the STATE, recognizes the State Law Enforcement Bargaining Council, hereinafter referred to as the Council, as the exclusive representative of all bargaining unit members in classifications as listed below for the duration of this contract:

#### Classification

#### Class Codes

State Patrol Trooper	L641180
State Patrol Investigation Officer	L642180
State Patrol Sergeant	L641183
State Patrol Investigation Sergeant	L642181
Game & Parks Conservation Officer	L645180
Fire Marshal Deputy	L621182
Liquor Control Inspector	L627880
State Patrol Carrier Enforcement Officer	L629581

### 3.2 Information

- 3.2.1 The COUNCIL agrees to furnish to the STATE a complete list of all officers and representatives of the COUNCIL together with their titles, addresses, designation of responsibility, no later than July 1 of each year, and to keep such list current.
- 3.2.2 In the event that any new classes are developed, or significant revisions are made to existing classes, during the term of this Contract, the Agency will notify the COUNCIL as to whether it considers the class as included or excluded from the bargaining unit within one calendar quarter of the adoption of the classification by the State Personnel Division. If the COUNCIL does not agree with the Agency's position, a joint committee composed of two representatives of the Agency and two representatives of the COUNCIL will meet to make a good faith effort to determine the disposition of the classification.
- 3.2.3 If the parties are unable to reach agreement through the joint committee as to the inclusion or exclusion of new or existing classifications from the bargaining unit, they shall submit such classifications to the Commission of Industrial Relations or appropriate forum for unit clarification.

## ARTICLE 4 - MANAGEMENT RIGHTS

### 4.1 Retention of Rights

- 4.1.1 All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this Agreement are retained by the Employer and remain exclusively within the rights of the Employer. No right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement unless action is required per Article 30.

### 4.2 Certain Rights Specified

- 4.2.1 These rights, powers, and authority of the STATE included, but are not limited to, the following:
1. The right to determine, effectuate, and implement the objectives and goals of the STATE.
  2. The right to manage and supervise all operations and functions of the STATE.
  3. The right to establish, allocate, schedule, assign, modify, change, and discontinue STATE operations, functions, departments, work shifts, and working hours subject to the terms of this labor contract.
  4. The right to establish, modify, change, and discontinue work standards and enforce employee's quality and quantity standards subject to the terms of this labor contract.

5. The right to hire, examine, promote, train, transfer, assign, and retain bargaining unit members; suspend, demote, discharge, or take other disciplinary action against bargaining unit members for just cause; and to relieve bargaining unit members from duties due to lack of work or funds subject to the terms of this labor contract.
6. The right to increase, reduce, change and modify, the size of the work force subject to the terms of this labor contract.
7. The right to determine, establish, set, and implement policies for the selection, training, and promotion of bargaining unit members subject to the terms of this labor contract.
8. The right to establish, implement, modify, and change financial policies, accounting procedures, process of goods or services, public relations, and procedures and policies for the safety, health, and protection of STATE property and personnel.
9. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures, and policies which are not in direct conflict with any provision of this Agreement.
10. The right to contract out for goods and services.
11. The right to introduce new or improved methods, equipment, or facilities.

## ARTICLE 5 - COUNCIL SECURITY

### 5.1 Dues Check-Off

- 5.1.1 Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time on the prescribed form as set out in Article 5.1.4 below, the State agrees to deduct the regular monthly Council dues of such employee from his/her pay and remit such deduction by the 30th day of the succeeding month to the official designated by the Council in writing to receive such deduction. The Council will notify the Employer in writing of the exact amount of such regular membership dues to be deducted.
- 5.1.2 Such dues shall be authorized, levied and certified in accordance with the constitution and bylaws of the Council. Each Council member who is a member of the bargaining unit hereby authorizes the Employer to rely on and honor certifications regarding the amount to be deducted and the legality of the adopting action specifying such amounts of Council dues together with a copy of such authorization from the Council.

- 5.1.3 The Employer agrees to provide this service to the Council provided that if there is a change in the amount of dues, or some other change requires the processing of all or nearly all deduction authorizations, the Council shall provide assistance to the various agencies Personnel or Accounting Divisions in completing the necessary payroll deduction change forms required to accomplish the changes.
- 5.1.4 The authorization and revocation of authorization for payroll deductions shall be on approved forms attached hereto as Appendixes A and B.
- 5.1.5 The Council agrees to indemnify and hold the State harmless against any and all claims, suits, orders or judgments brought or issues against the State as a result of any action taken or not taken by the State under the provisions of this Article as a result of loss or improper use of Council funds due them from payroll deductions after the State has delivered said funds to a verified Council representative.

## 5.2 Non-Discrimination

- 5.2.1 The provisions of this Agreement shall be applied to all members in the bargaining unit without discrimination as to protected age, sex, marital status, race, color, creed, national origin, physical disability, or political affiliation. Each of the parties hereto recognize their individual responsibilities under this paragraph and agree to fulfill those responsibilities.
- 5.2.2 The Employer shall not discriminate against, interfere with, restrain, or coerce a bargaining unit member from exercising the right to join or not join the COUNCIL, or participate in an official capacity on behalf of the COUNCIL, which is in accordance with public law and the provisions of this Agreement. The COUNCIL shall not discriminate against, interfere with, restrain or coerce a bargaining unit member from exercising the right to join or not join the COUNCIL.
- 5.2.3 The parties recognize that the jurisdiction for the enforcement of Anti-Discrimination Laws is vested solely in the various state and federal agencies and the courts.
- 5.2.4 The parties hereby agree that no officers, agents, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of bargaining unit members to withdraw, revoke, or cancel COUNCIL membership.

## 5.3 Council Business

### 5.3.1 Association Representative

- 5.3.1.1 Management recognizes that one of the prime functions of the COUNCIL is to represent bargaining unit members and investigative complaints of members of the bargaining unit.
- 5.3.1.2 The Employer shall allow two (2) bargaining unit members to act as



COUNCIL Representatives and to carry out grievance representation activities in each Troop Area or District at the State Patrol. At the Game and Parks Commission the Employer shall allow one (1) bargaining unit member to act as a Council Representative and to carry out grievance representation activities in each District. At the State Fire Marshal's Office the Employer shall allow one (1) bargaining unit member to act as a Council Representative and to carry out grievance representation activities in each district and the one division covered. A total of thirty (30) representatives shall be allowed to represent bargaining unit members in the complaint or grievance process.

### 5.3.2 Investigating Grievances

5.3.2.1 At the request of a bargaining unit member, a representative may investigate a complaint of any bargaining unit member assigned to the same Troop Area or District as the representative. Each representative shall be allowed two (2) work hours per week, excluding reasonable travel time, to investigate complaints and represent bargaining unit members in meetings or hearings related to complaints.

5.3.2.2 Representatives shall not leave their assigned work area to investigate complaints or represent bargaining unit members without permission of their immediate supervisor who is outside the bargaining unit. The supervisor shall not unreasonably withhold approval if adequate coverage is available, assignments are covered, and no overtime is incurred. The representative shall inform his/her immediate supervisor outside of the bargaining unit upon his/her return to work.

5.3.2.3 No overtime shall be authorized for representatives when investigating complaints or representing bargaining unit members. No overtime shall be authorized for bargaining unit members while discussing grievances or attending grievance meetings, hearings, or appeals, except as provided in the Fair Labor Standards Act.

5.3.2.4 No representative shall be permitted to investigate complaints or represent a bargaining unit member who is assigned to a different Troop Area or District than the representative. Representatives shall not leave the Troop Area or District to investigate complaints unless they are using annual leave, holiday leave, or compensatory time. Representatives may represent bargaining unit members at meetings or hearings located in Lincoln at State Headquarters or before the State Personnel Board or at arbitration hearings. Nothing in this section shall preclude the Association or Council President or his designated representative from conferring with the appropriate agency official in the informal settlement of grievances.

### 5.3.3 Meetings

5.3.3.1 Meetings scheduled by the AGENCY relative to complaints or grievances

shall normally be scheduled Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.

5.3.3.2 Meetings and hearings may extend beyond 5:00 p.m., however, no overtime will be authorized for the representative's attendance at hearings or meetings relative to complaints or grievances.

#### 5.3.4 Third Parties

5.3.4.1 Bargaining unit members who are third parties to a complaint or grievance (e.g. witness) shall be allowed to discuss complaints or grievances with representatives of the bargaining unit members or the bargaining unit member for up to one-half hour during their regular shift. Such meetings shall be approved in advance by the bargaining unit member's commander or supervisor. Approval shall not be unreasonably denied.

#### 5.3.5 Bulletin Boards

5.3.5.1 The employer agrees to furnish adequate space on bulletin boards presently maintained by the AGENCY at post and work areas occupied by bargaining unit members. Such bulletin boards shall be limited to one per facility and shall be in areas reasonably calculated to reach bargaining unit members.

5.3.5.2 Material to be placed on the bulletin boards shall be limited to notices of COUNCIL recreational and social activity, charitable activity, pertinent information or news concerning bargaining, law enforcement information, survey information, thank you notes and photographs of the same, and other pertinent COUNCIL business, COUNCIL elections and results of such elections, COUNCIL appointments, notice of COUNCIL meetings and reports and minutes thereof or legislation affecting and of interest to the members of the bargaining unit. The COUNCIL further agrees that it will not post any material which is profane or derogatory to any individual or to the employer. All bulletins or notices shall be signed by the COUNCIL President or other authorized officer of the COUNCIL. The COUNCIL will be responsible for the proper use and care of the bulletin board.

#### 5.3.6 Recruit Camp

5.3.6.1 The STATE shall allow the COUNCIL to meet with State Trooper Candidates and other bargaining unit candidates, where applicable, once during each recruit camp or training period. Such access will be during the normally scheduled training day and limited to thirty (30) minutes. Scheduling of the authorized visit shall be made by the PATROL or AGENCY, and the COUNCIL shall be notified at least fourteen (14) calendar days in advance of the visit.

### 5.3.7 Association Officers - Attendance at Meetings

5.3.7.1 COUNCIL officers may use annual leave, holiday leave, or compensatory time off to attend to COUNCIL business, represent the COUNCIL at conferences, etc. Such leave shall be requested, in writing, at least five (5) calendar days in advance, and shall not be unreasonably denied.

5.4. The STATE will not abolish or change any bargaining unit classifications for the purpose of depriving the bargaining unit members of their benefits under this Agreement.

5.5. The Agency Head shall determine the amount of work time, if any, which may be provided to the Council President to conduct Council business.

## ARTICLE 6 - PROHIBITION OF STRIKES OR LOCKOUTS

Neither party shall hinder, delay, limit or suspend the continuity of any government service by lockout, strike, sympathy action, slowdown or other work or to coerce, instigate, induce, conspire with, intimidate or encourage any person to participate in any lockout, strike, sympathy action, slowdown or other work stoppage which would hinder, delay, limit or suspend the continuity or efficiency of any governmental service; or to aid or assist any such lockout, strike, sympathy action, slowdown or other work stoppage by giving direction or guidance in the conduct of any such lockout, strike, sympathy action, slowdown or other work stoppage or by providing funds for the conduct or direction thereof, or for the payment of strike unemployment or other benefits to those participating therein.

## ARTICLE 7 - DISCIPLINARY RIGHTS AND PROCEDURES

(Game and Parks and Fire Marshal's Office)

### 7.1 Discipline

7.1.1 Except as otherwise specifically provided herein, the Employer shall conduct all disciplinary matters in conformance with due process as provided for in this labor contract. Disciplinary action shall include one of the following:

1. written warning
2. disciplinary probation
3. suspension
4. demotion
5. reduction in pay
6. discharge

Except that disciplinary probation may be used in conjunction with any of the forms of discipline except written warning and discharge.

Demotion and reduction in pay may also be used as a combination for disciplinary purposes.

7.1.2 Disciplinary actions shall be based upon good faith for just cause for violations of:

- A. Policies and Procedures of the Agency,
- B. This agreement.

## 7.2 Imposition of Discipline

7.2.1 When imposing discipline, management shall not take into consideration any offense which is more than twenty-four (24) months old. Disciplinary action shall not be instituted against a bargaining unit employee when the alleged misconduct is or could have been discovered with reasonable diligence within a period of twelve (12) months from the date of alleged misconduct unless the offense would constitute a Class IV felony or higher grade of felony.

7.2.2 All complaints alleging misconduct of less than serious nature which are received more than ninety (90) days after the alleged incident took place, shall not result in discipline to the employee.

7.2.3 The parties agree that the progressive discipline techniques shall be used. The goal of progressive discipline is to apply the minimum level of discipline which will bring the employee's performance to the expected level.

## 7.3 Due Process

7.3.1 Discipline shall be conducted in accordance with due process, as provided for in this labor contract, and good faith for just cause.

7.3.2 Bargaining unit employees shall be entitled to a fair and impartial investigation when, in the course of the employee's scope of employment, the employer deems an investigation necessary. Employees will assist and expedite administrative investigations and, when requested by investigative officers, furnish information or give statements as witnesses within the guidelines specified in this Agreement.

7.3.3 An employee's immediate family shall not be interviewed unless party to the complaint or at the specific request of the bargaining unit employee.

7.3.4 An employee may request an administrative investigation pertaining to any allegations or rumors which may adversely affect his/her credibility, integrity, or reputation. However, nothing shall obligate the Agency to conduct such an investigation. The bargaining unit employee shall be notified as to the status of such request.

7.3.5 There shall be no "off the record" discussions with a bargaining unit employee.

7.3.6 The employee's supervisor shall not be the hearing officer if he or she is the

complaining party, a witness, or will provide any evidence against the employee.

7.3.7 Any supervisor of a bargaining unit employee shall not make an independent recommendation concerning the discipline of that employee if he or she was the investigating officer, hearing officer, or complaining party. This section shall not apply to the State Fire Marshal's Office.

#### 7.4 Notification

7.4.1 In the event that the consequences of the offense require immediate suspension, follow-up written notification will be provided within forty-eight (48) hours.

#### 7.5 Investigatory Suspension

7.5.1 A supervisor shall meet with a bargaining unit employee prior to the bargaining unit employee being placed on investigatory suspension. At such a meeting, the supervisor shall inform the bargaining unit employee of the reason for the investigatory suspension and the date and time the suspension shall commence and that the bargaining unit employee is not required to answer any questions.

7.5.2 Investigatory suspensions shall be reduced to writing as soon as practical after the meeting with the supervisor.

7.5.3 When the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation and the administrative processing of the case, the object of which is 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 twenty (20) work days have elapsed, whichever occurs first. However, the investigation may continue after the suspended employee returns to a paid status. The Employer agrees to pay the Employer's portion for group insurance during the period of suspension without pay.
- c. Suspend the employee from work with pay until the investigation is completed.

#### 7.6 Routine Supervisory Guidance

7.6.1 Day-to-day discussions, comments, criticisms, and guidance made by a supervisor to a bargaining unit employee shall not be construed as discipline. They shall be considered as routine supervisory guidance.

7.6.2 Any routine supervisory guidance which is placed into writing in the supervisor's working notes or supervisory files shall be destroyed after the date on which the supervisor and bargaining unit employee review and discuss the bargaining unit employee's next annual performance evaluation or within fifteen (15) months,

whichever occurs first.

- 7.6.3 The Supervisory Observation Form shall not be considered as supervisory working notes, but as documentation and justification for the performance evaluation covering a specific time period. The Supervisory Observation Form shall be initialed by the bargaining unit employee within fourteen (14) days of the date of occurrence. Supervisory Observation Forms shall be attached to the employee's annual performance evaluation when the annual performance evaluation is completed.

## INVESTIGATORY PROCESS

### 7.7 Procedures and Safeguards

- 7.7.1 The Agency may conduct investigations to discover the facts and circumstances surrounding any complaint, allegation, or suspicion of wrongdoing by a bargaining unit employee. However, the Agency will take precautions to protect the rights and privacy of personnel being investigated.
- 7.7.2 Investigations conducted by the Agency will not knowingly commit any act which would deprive the bargaining unit employee of any statutory or constitutional rights or privileges.
- 7.7.3 The Employer will provide the employee with copies of all personnel orders pertaining to bargaining unit employees as soon as the personnel orders are issued. As used in this section "personnel orders" shall be defined as all written notices of actual disciplinary actions (notices of intent to take disciplinary actions), transfer notices, promotion notices and termination notices.
- 7.7.4 A bargaining unit employee shall be required to answer only those questions specifically relating to such employee's duties and responsibilities within the scope of his/her employment, and acts or conduct (on or off the job) which adversely affects the employee's performance and/or the employing agency's performance or function.
- 7.7.5 The employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities.
- 7.7.6 The interview of the employee shall be during regular business hours. With the exception of telephone interviews, interviews shall take place at Employer facilities, or elsewhere if mutually agreed unless an emergency exists which requires the interview to be conducted elsewhere. No employee shall be scheduled for interviews on his/her day off; however, any employee who is interviewed off duty will be compensated.
- 7.7.7 The employee under investigation must, at the time of an interview, be informed of the name of the individual in charge of the investigation and the name of the individual who will be conducting the interview. At the State Fire Marshal's Office, the investigating officer and the individual who will be conducting the

interviews shall be one of the three District Chief Deputy's. A District Chief Deputy may do both duties. At any time an investigation of a complaint, allegation or suspicion of wrongdoing by a bargaining unit employee is determined to involve a violation of a criminal law, the investigation shall be turned over to the Nebraska State Patrol.

### INFORMAL RESOLUTION PROCESS

7.7.8 A "complaint inquiry" consists of discussion with a bargaining unit employee about allegations of misconduct. The purpose of the complaint inquiry is to provide an optional method to expeditiously resolve less serious complaints. Garrity warnings shall not be given and no advance notice requirements shall apply to the complaint inquiry or the informal complaint resolution process. The bargaining unit employee will be advised at the beginning of a complaint inquiry that he/she is not compelled to provide information. It is understood that an employee participating in a complaint inquiry or the informal complaint resolution process may request representation by the individual of his/her choice; however, the supervisor conducting the inquiry is not obligated to proceed further with the complaint inquiry process or the informal complaint resolution process. Complaint inquiries or the informal complaint resolution process may be conducted by telephone.

### MITIGATING CIRCUMSTANCE MEETING

7.7.9 A fact-finding meeting or disciplinary meeting shall be distinguished from and shall not include a complaint inquiry or the informal complaint resolution process. A fact-finding meeting shall be a meeting where the bargaining unit employee shall be called in person before a supervisor outside of the bargaining unit and will be compelled to provide information concerning the complaint or allegation for wrongdoing against him/her. The purpose of the fact-finding meeting or disciplinary meeting shall be to ascertain the facts and circumstances pertaining to the complaint or allegation. The employee shall be afforded an opportunity to refute the information or present mitigating circumstances. Every employee who becomes the subject of an internal investigation shall be advised at the time of the interview that he/she is suspected of: a. committing a criminal offense; or, b. misconduct that would be grounds for termination, suspension, or other disciplinary action. Garrity warnings shall be given in the appropriate circumstances on the form found at Appendix E.

7.7.10 Any bargaining unit employee compelled to attend a fact-finding meeting or disciplinary meeting shall be notified, in writing, at least seventy-two (72) hours in advance of the meeting. Such written notification shall contain:

1. The date, time, and place of the meeting.
2. The complaint or allegation against the bargaining unit employee.
3. A summary of the facts of the case as known to the Agency. Such summary should set forth the date(s) of the occurrence and sufficient details such that the bargaining unit employee may effectively refute any false information. Confidential sources need not be disclosed in the summary, but the bargaining

unit employee shall be notified that the source is confidential. The agency will provide the employee with a copy of any reports and records that will be used by the agency in the fact-finding meeting. The agency will provide the employee with a copy of all relevant reports and records which contain material facts and provide the basis for the fact-finding meeting. Records and reports not reduced to writing will not be considered at any fact-finding or disciplinary proceeding.

4. The right to be represented at the meeting by an attorney, Council representative, other bargaining unit employee, or any other individual of his or her choice.
5. The right to request witnesses and present documentary evidence in his or her behalf.
6. The representative of the bargaining unit employee as set out in paragraph 4 hereof shall not be disciplined for the act of representing a bargaining unit employee at a fact-finding meeting.

#### 7.7.11

1. Prior to such fact-finding meeting the employee or his representative shall be given the right to review all existing reports contained in the case file that forms the basis for the requested interview, including copies of any Complaint or Complaint form, but excluding documents containing confidential or privileged information, at least forty-eight (48) hours prior to such meeting. The employee may waive notice and access to the reports.
2. "Confidential or privileged" as used herein shall refer to the name or identity of a person providing information about an employee to the Agency and who otherwise fits within the definition of Chapter 27 of the Nebraska State Statutes. Information which the Agency intends to use to impose discipline in the administrative process shall be made available to the employee or his representative, but the name or identity of the person providing such information may be removed from the report if the same is deemed "confidential or privileged" as defined herein.

### 7.8 Citizen Complaint

- 7.8.1 Citizens' complaints shall not be investigated unless the applicable agency form has been completed and all provisions of the Agency's Policies and Procedures are complied with. A copy of said complaint will be provided to the affected bargaining unit employee. If the notice could hinder the investigation, the investigator assigned may request, in writing, permission from the Office of the Director not to give this notice.

Agency Complaint notices shall contain a list of policy and procedure violations which is limited to those provisions which are clearly, in good faith, relevant to the alleged misconduct.



## 7.9

- 7.9.1 Unless authorized by statute or policy, no bargaining unit employees shall be required to submit to a polygraph examination designed to measure the truthfulness of his or her responses during an investigation of a complaint or allegation of wrongdoing.
- 7.9.2 When a bargaining unit employee is questioned or interviewed concerning a complaint or allegation, he or she will be informed, prior to questioning of the nature of the investigation and whether he or she is a witness or subject at that time. All such interviews and questions shall be conducted in a professional manner.
- 7.9.3 The investigation shall be conducted and submitted to the appropriate Agency authority within thirty (30) calendar days of receipt of the complaint. The final decision on the matter will be given to the affected employee within a total of forty-five (45) calendar days of receipt of the complaint. EXCEPTIONS - Both parties recognize that the complexity and seriousness of allegations require a complete, thorough, and impartial investigation. In order to accomplish this, protect the employee's and the organization's interests, exceptions to the time limits may be necessary. Should an extension be required, the following steps shall be taken.
1. The appropriate investigating individual will request an extension in writing to the Director specifying the reasons.
  2. The employee shall receive a copy of such request for extension.
  3. The employee shall receive a copy of the approved extension.
- 7.9.4 A bonafide attempt to interview the complainant shall be made by the Investigator before a fact finding meeting is held, unless the complainant is anonymous.
- 7.9.5 A decision of an employee's appropriate supervisor to forward an allegation of misconduct to the Director or designee shall result in the appropriate supervisor not having further decision making involvement into such investigation although the supervisor may make a recommendation as to the appropriate discipline to be administered.
- 7.9.6 No materials or reports involving an allegation of misconduct which provide the basis for a complaint against an employee shall be entered into any official personnel file nor shall any such allegations be used to enhance discipline of the employee or otherwise be used against the employee in his/her employment where the investigation has exonerated the employee and/or the allegations were determined to be unfounded or not sustained.
- 7.9.7 Bargaining unit employees shall be allowed to obtain a copy of his or her statements made if such statements are reduced to writing or recorded. A copy shall be provided to the bargaining unit employee free of charge and as soon as possible.

7.9.8 All personnel data maintained by the Agency Personnel offices in computer data bases, microfilms, and personnel folders shall be secured in strict conformance with state law governing the confidentiality of information. Information concerning an employee's or former employee's name, position, gross salary, date of hire, date of separation, and agency where employed shall be considered public information. Non-public information may be released to the employee, the employee's supervisory chain of command, and/or agency administrative personnel. Non-public information shall be released to any requesting party provided the employee has signed a release authorization, or a subpoena, or a court order, or legal warrant is served requesting such information.

#### 7.10 Imposition of Discipline

A disciplinary conference shall be conducted between the employee and the agency director, or designee, prior to the imposition of the disciplinary action recommended by the Agency if requested by the employee and the recommended discipline is one of those listed as 3., 4., 5., or 6. in paragraph 7.1.1 (suspension and more serious). The employee shall have the right to be represented in the disciplinary conference by an individual of his/her choice or legal counsel. The employee shall be afforded an opportunity in such conference to address the findings of the agency authority or present mitigating circumstances with respect to its recommendations or findings, all of which shall be disclosed to the employee prior to such disciplinary conference for his/her review. The conference can be conducted either telephonically or in person by the Agency Director or if he/she is unavailable, the assistant agency director.

#### 7.11 Disposition

7.11.1 Bargaining unit employees under investigation shall be informed, in writing, of the disposition of the investigations conducted.

## ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 A grievance is a claimed breach, misinterpretation, or misapplication of the terms of this Agreement.

8.2 A grievant is a member(s) of the unit covered by this Agreement or the Union.

8.3 In instances in which a grievance directly concerns and is shared by more than one grievant, such group grievance may be initiated at the first level of supervision common to one of the grievants.

8.4 A grievance relating to a dismissal shall be filed at the lowest level which has authority to reinstate the employee. The Agency shall notify the employee and Council at which step such authority lies.

8.5 Procedure

Step 1 - Within fifteen (15) work days of the occurrence of the grieved action or from the day the grievant should have know of the action, the grievant shall present a formal written grievance to his/her immediate supervisor upon a mutually agreed upon form. A grievance shall contain a statement of the grievance by describing the issue involved, the date the incident or violation took place, if known, and the section or sections of the contract involved and the specific relief being sought. The grievance shall state the name of the grievant/grievants authorizing the filing of the grievance and shall be signed by the employee. The immediate supervisor shall make a decision on the grievance and communicate same in writing within five (5) work days to the grievant and the Council. In termination cases or in any other cases where the parties mutually agree, the original grievance shall be filed at Step 2. If the immediate supervisor 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 workdays, skipping any levels of intermediate supervision. The person to whom the grievance is forwarded shall make a decision on the grievance and communicate the same in writing within five (5) work days to the grievant and the Council.

Step 2 - In the event the grievance is not resolved at the first step, the grievance may be appealed to the appropriate Agency Head or his/her designee within ten (10) work days from the receipt of the answer in Step 1. The Agency Head or his designee shall file, in writing, an answer to the grievant within ten (10) days of the receipt of the grievance. A copy of the answer shall be provided to the Council.

Step 3 - If the grievance is not satisfactorily resolved at Step 2, the grievant within fifteen (15) work days shall notify the Employee Relations Division Administrator, in writing, that he/she is appealing the grievance to arbitration.

In selecting an arbitrator, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven names to serve as the arbitrator.

If the panel submitted by the FMCS is unacceptable to either party, the parties may request a second list of seven (7) names to select from. If the parties cannot mutually agree upon an arbitrator, both lists shall be combined and the parties will alternately strike names until one name remains. The remaining name shall be the arbitrator.

The arbitrator selected shall confer with the parties, hold a hearing, and issue a decision within thirty (30) days of the hearing. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and recommendations. The arbitrator shall not amend, modify, nullify, or add to the provisions of the agreement. The decision of the arbitrator shall be submitted to the Agency and the Council and shall be final and binding on both parties.

The costs of the services of the arbitrator shall be borne equally by the Agency and the Council. Any other expenses incurred shall be paid by the party incurring same.

8.6 Discovery Procedures. At any time after a formal, written grievance has been properly filed with an agency, the employee and/or the agency may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending appeal by utilization of one or more the following methods; requests for depositions; requests for

interrogatories; requests for production of documents or things; requests for permission to enter agency premises for purpose of inspection; requests for admissions. All discovery requests are subject to the following provisions:

Requests for discovery shall be addressed to the party from which the discovery is sought.

Discovery requests must be provided in writing within ten (10) work days of receipt of request, unless objections are entered. Objections to such requests may be made only to the hearing officer or arbitrator within five (5) work days of receipt of the request. The hearing officer or arbitrator shall affirm or deny such objections within ten (10) work days of receipt of the objections and shall establish time limits for response when objections are denied.

Within five (5) work days of receipt of the discovery requested, the requesting party shall notify the answering party of any failure on the part of the answering party to properly respond to the request.

Except where objections to discovery requests are sustained, the failure to respond to any discovery requests may result in the answering party being denied the right to introduce the requested evidence or such other remedy as is deemed appropriate.

Disputes concerning the discovery process shall be decided by the Employee Relations Division Administrator or where applicable by the hearing officer or other duly appointed person if so appointed at the time of the dispute. Such person shall have the authority to make rulings on objections to discovery by the parties, to issue subpoenas for testimony of witness or for the production of documents.

Disputes or objections concerning discovery or the discovery process shall be decided by reference to the Nebraska Supreme Court Discovery Rules, the Nebraska Rules of Evidence, and Nebraska Supreme Court case law.

## 8.7 General Provisions

The parties may agree to a meeting at any step of the grievance procedure.

Any time period established herein may be extended upon the mutual written agreement of both parties.

Failure of the employee/grievant to file a grievance or to appeal a decision within the time periods shall result in withdrawal of the grievance.

Failure of the agency to respond to a grievance within the established time periods shall result in the grievance being denied at that level and automatically moved to the next level.

An employee filing a grievance shall not be discriminated against, harassed, retaliated against or in any manner singled out by reason of exercising his/her right of filing a grievance under this contract.

Work days as referenced in the process shall refer to days on which the person responsible for

processing the grievance is scheduled to be at work excluding days of approved sick leave, vacation, compensatory time off, or other approved absence.

The grievant shall have the right to be represented by a person of his/her choice at Step 1. The Council shall have the right to be present at any meeting above Step 1. Only 1 person may speak on behalf of the grievant at any grievance meeting.

## ARTICLE 9 - SENIORITY

### 9.1 Calculating Seniority

9.1.1 Seniority for bargaining unit members in Game & Parks, Fire Marshal and Liquor Control Inspectors assigned to the State Patrol shall commence upon the last date hired into positions covered by the SLEBC Contract in each agency. Copies of the new hire letter will be sent to the SLEBC Office.

9.1.2 A Carrier Enforcement Officer employed prior to September 1, 1998, who is or has been appointed to State Patrol Trooper position, will retain his/her seniority from the date of hire as a Carrier Enforcement Officer provided, however, that if said date is earlier than July 1, 1985, it shall be adjusted to July 1, 1985.

9.1.3 The seniority for the Patrol Trooper and State Patrol Investigation Officer, shall be the date he/she became a sworn officer. For Carrier Enforcement Officers who become Troopers see 9.1.2.

### 9.2 Seniority Upon Transfer

9.2.1 A bargaining unit member's classification seniority shall be retained upon transfer to another geographic area, division, or section. Seniority shall not be lost for any lateral transfer, voluntary or otherwise, subject to the provisions of Section 9.1.1.

### 9.3 Seniority Upon Promotion

A State Patrol Trooper or State Patrol Investigation Officer who is promoted to Sergeant on or after July 1, 1997, shall receive a seniority date for that classification from the last (most recent) date of promotion to a Sergeant.

### 9.4 Transfers Outside Bargaining Unit

9.4.1 Bargaining unit members who transfer to positions outside the bargaining unit in the same agency and transfer back into the bargaining unit within one year shall not lose the seniority they had accrued under this contract when they return to the bargaining unit.

### 9.5 Breaks In Services

9.5.1 An employee who has a break in service of one year or more who is rehired will not

have his/her previous accrued seniority reinstated. An individual who is rehired within one year from his/her resignation shall be placed two steps lower on the salary schedule than he/she was on when he/she resigned and lose two years of classification seniority.

## 9.6 Uses of Seniority

9.6.1 Classification seniority shall be used in granting bargaining unit members preference in days off, shift preference, starting time, holiday leave, and annual leave. For the purposes of this Article, preference shall mean choice of available time off. All days off, annual leave, and holiday leave shall be as requested by the employee subject to adequate coverage which shall not be applied arbitrarily.

## 9.7 Ties in Seniority

9.7.1 When two or more unit members have the same classification seniority date, classification seniority shall be determined by:

- 1<sup>st</sup> Service Anniversary date
- 2<sup>nd</sup> Coin toss officiated by the Council

## 9.8 Work Areas

9.8.1 For the purposes of this Article, work area shall be determined as follows:

All bargaining unit members who report directly to and are immediately supervised by a common person shall be considered to be in the same work area (e.g., all State Patrol Troopers who have the same supervisor shall be considered as in the same work area; all Sergeants who are supervised by the same Lieutenant are in the same work area). Officers assigned to Traffic who work permanent shifts shall bid against officers who work in the same geographical work area. These work areas shall be determined by mutual agreement of the Troop Area Commander and S.T.A.N.

## 9.9 Seniority Lists

9.9.1 The State and the Council shall jointly develop a bargaining unit member seniority list. On July 1<sup>st</sup> of each year the State shall submit a seniority list to the COUNCIL for verification of accuracy. The COUNCIL shall either agree with the contents of the list or identify discrepancies on the list and notify the DAS-Employee Relations Office of such agreement or disagreement. Should discrepancies be identified by the COUNCIL, the parties shall meet as soon as practicable to resolve those discrepancies. The seniority list shall be finalized no later than July 31<sup>st</sup>, of the same calendar year. Should the parties be unable to resolve discrepancies by July 31<sup>st</sup>, the State shall utilize the list they believe to be the most accurate.

## 9.10 Seniority Date – Lower Pay Grade

- 9.10.1 A bargaining unit member in the State Patrol who is demoted or laid-off to a lower pay grade classification shall have the seniority date he/she obtained prior to leaving that classification.

A bargaining unit member who is promoted to a position from which he/she was removed either voluntarily or involuntarily (for a period in excess of one year) shall have a new seniority date for the date of entry to that classification except a bargaining unit member who is subsequently recalled to a classification from which he/she was laid off shall retain the seniority date he/she held at the time of such layoff.

## 9.11 Filling Vacancies

- 9.11.1 Seniority shall be the prime consideration in filling vacancies in field station positions or other duty stations for bargaining unit members; however, personnel with less than two (2) years experience in their position/duty station shall be ineligible for lateral transfer, unless the Superintendent or Division Administrator waives this restriction.

- 9.11.2 At the State Patrol, in order to give adequate notice of duty assignment to new trainees, seniority shall not be used to fill vacancies once a list of vacancies has been compiled for assignment from a training camp. However, it is agreed that there shall be two postings prior to the positions being filled by new trainees from camp.

# ARTICLE 10 - HOURS OF WORK AND DAYS OFF

## 10.1 Work Period

- 10.1.1 The work period for bargaining unit members shall be as follows for the term of this contract:

Game and Parks	160 hours/28 days
Fire Marshal Investigator	80 hours/14 days
Fire Marshal Inspector	40 hours/7 days
Patrol	80 hours/14 days
Carrier Enforcement	40 hours/7 days

Such work periods may be changed during this contract with mutual agreement of the parties.

- 10.1.2 The work period of each bargaining unit member shall be documented, in writing, and maintained by the member's commander or supervisor.
- 10.1.3 The employer shall provide five work days written notice to affected employees prior

to making changes to a bargaining unit member's beginning and ending times of the work period necessitated by assignment of days off per section 10.1.8.

10.1.4 Each bargaining unit member shall be assigned 2 days off during their work period if they are on a 7 day period, 4 days off during their work period if they are on a 14 day period and shall be assigned 8 days off during their work period if they are on a 28 day period. A bargaining unit member's days off may be temporarily changed to accommodate unforeseen events such as court appearances, provided the bargaining unit member is given 36 hours notice. This notice can be less than 36 hours when an emergency exists. "Temporarily" shall mean the time necessary to deal with such an event.

10.1.5 In assigning days off, each Division, Section, and Troop Area Commander or District Supervisor shall utilize six (6) of the seven (7) calendar days each week as days off; except where the small size or operational needs of the unit dictates the use of fewer days off.

10.1.6 Days off for all bargaining unit members, except Fire Marshals and Carrier Enforcement employees, shall be assigned for the periods of August 1, 2001 through January 31, 2002; February 1, 2002 through July 31, 2002; August 1, 2002 through January 31, 2003; and February 1, 2003 through July 31, 2003.

10.1.7 On June 15, 2001, State Troopers and Liquor Inspectors shall specify, in writing, to his or her commander or supervisor, his or her first, second, and third preferences of days off for the period beginning August 1, 2001 and ending January 31, 2002. On December 5, 2001, each bargaining unit member shall specify, in writing, to his or her commander or supervisor, his or her preference of days off for the period beginning February 1, 2002 and ending July 31, 2002, etc.

10.1.8 At the State Patrol, except for Carrier Enforcement Officers, if a bargaining unit member transfers to a different Division, Section, Troop Area, Sergeant Area, or District, he or she shall maintain his or her previously assigned days off for the remainder of the current six (6) month period, regardless of his or her seniority as compared to the other officers assigned to the Division, Section, Troop Area, Sergeant Area, or District, subject to adequate coverage.

10.1.9 If a bargaining unit member is promoted and transferred to a different Division, Section, Troop Area, Sergeant Area, or District, he or she will be assigned days off by the new commander or supervisor which best fit in with the prevailing work schedules and which do not require other officers to switch days off.

10.1.10 The normal work period for Fire Marshal Deputies is Monday through Friday during the State's normal business hours. This does not prohibit the Agency Director, Division, or District Supervisor from assigning a bargaining unit member or requiring a bargaining unit member to work a weekend or evening. These hours shall be scheduled in advance by the Director or supervisor and shall not be regularly scheduled shift assignments.

## 10.2 Meal Period



10.2.1 A meal period, if taken, shall be considered as time worked, except at the Fire Marshal's Office, as all officers are considered as on duty from the beginning of their shift until they finish their shift. Meals taken shall be expeditious and only the amount of time reasonable and necessary to eat shall be used. Due to the constant variable and unpredictable nature of a bargaining unit member's day, no set time limit shall be established, except at the Fire Marshal's Office. However, the COUNCIL agrees that the STATE shall monitor officers' meal periods and shall ensure that meal periods are not abused by an individual. When bargaining unit employees are attending training out of state in civilian clothes and are not subject to call, meal periods will not be counted as work time.

### 10.3 Workday

10.3.1 The scheduled starting and ending times or days off of a bargaining unit member may be temporarily changed, provided thirty-six (36) hours notice is given to accommodate unforeseen events such as court appearances, or when an emergency exists. "Temporarily" shall mean the time necessary to deal with such an event. If the thirty-six (36) hour notice is not provided, the bargaining unit member shall work his/her normal shift and be compensated for the additional work. Nothing in this section shall preclude the officer from requesting that he/she be allowed to go off duty at the end of eight (8) hours worked or at the end of his/her regular work shift if the regular work shift is other than an eight hour shift, or to change his/her days off by mutual agreement with the supervisor. Bargaining unit members shall immediately notify the Agency when they become aware that their work requirement is not within their regularly scheduled starting and ending times, or on their normal days off. The notice provisions outlined above shall apply. At the Game and Parks Commission and the Fire Marshal's Office employees are not assigned to shifts. At the Fire Marshal's Office employees are expected to work the number of hours necessary on any particular day in order to get the job completed and will adjust their schedules for the remainder of the period accordingly. Employees of the Fire Marshal's Office shall notify the Agency immediately if they ascertain that it will be necessary to put in overtime hours during any pay period and shall be required to receive permission to work the overtime hours before working such hours.

### 10.4 Extra Duty Pay

#### 10.4.1 Detached Duty Pay

The Employer and Council recognize that, at times, the work of bargaining unit members at the State Patrol requires them to be away from their city of residence for extended periods of time, and that such occurrences often create financial and psychological hardships upon the bargaining unit members and their families. Therefore, it is the intent of the Employer and the Council to work together to pursue available avenues to attempt to receive authorization to compensate bargaining unit members for detached duty which is not associated with in-service training, schools, seminars, or conferences.

#### 10.4.2 Hazardous Duty Pay

The Employer and the Council recognize that bargaining unit members serving as

Bomb Squad Officers, Hazardous Material Handlers, and E.S.T. Members are subject to substantially greater risks, and that the consequences of error inherent in such functions are significantly greater than those associated with the duties of other bargaining unit members.

## 10.5 Shift Designation/Patrol

### 10.5.1 Permanent Shifts

10.5.1.1 Troopers and Sergeants, in each Troop Area, assigned to road operations and Carrier Enforcement Officers assigned to permanent scales on Interstate 80 shall have an option of voting to implement permanent shifts. A simple majority of all eligible votes will be necessary to implement permanent shifts. Where approved, permanent shifts shall be implemented the following first day of February or August 1st following such approval.

10.5.1.2 If the Troopers and Sergeants involved in the area and Carrier Enforcement Officers assigned to permanent scales on Interstate 80 opt for permanent shifts, they shall bid their preference for shift, and once assigned a shift, then bid days off. Bidding for shift and days off shall be on the basis of seniority as provided in Article 9 hereof.

10.5.1.3 At the end of each six-month cycle, bargaining unit members involved will rebid shifts and days off as set out in Section 10.5.1.2.

10.5.1.4 Shift assignments may be changed temporarily, to accommodate unforeseen events such as court appearances provided the bargaining unit member is given at least 36 hours notice. This notice can be less than 36 hours when an emergency exists. "Temporarily" shall mean the time necessary to deal with such an event.

## 10.6 Compensatory Time

10.6.1 Bargaining unit members shall be allowed to accumulate up to 120 hours of compensatory time. Members who have accumulated 120 or fewer hours of compensatory time shall not be required to use compensatory time off by the Agency. However, members may request to utilize such compensatory time off at times of their own choosing. The Agency shall not unreasonably deny such requests.

10.6.2 Overtime hours earned over 120 hours, will be paid in cash, unless the overtime is earned while attending the recruit training program or in the event of a declared emergency as defined in Article 2. Overtime earned while attending the recruit training program or in the event of a declared emergency as defined in Article 2, will be taken as compensatory time within the next twelve months or will be paid out at the end of eighteen months from the date of graduation from recruit training program. Members with compensatory balances in excess shall submit a request to his or her supervisor indicating the date(s) on which he or she would prefer to utilize the excess compensatory time off. The supervisor shall not unreasonably deny the dates requested.

- 10.6.3 Compensatory time in excess of 120 hours shall be used in amounts of not less than one (1) hour at a time, unless specifically requested by the member and approved by the AGENCY.
- 10.6.4 Bargaining unit members have the right to request the use of compensatory time off within a reasonable period of time after making the request if the use of such time off does not unduly disrupt the operations of the AGENCY.
- 10.6.5 In the event that the employer is unable to pay cash for overtime hours in excess of 120 hours as stated in 10.6.2 due to a shortage in general funds budgeted for overtime compensation, bargaining unit members will earn compensatory time. Bargaining unit members shall be required to use the excess compensatory time within a six (6) month period from the date of the notice from the agency. Members with compensatory time balances in excess of 120 hours shall submit a request to his or her supervisor indicating the date(s) on which he or she would prefer to utilize the excess compensatory time off. The supervisor shall not unreasonably deny the dates requested.
- 10.6.6 Bargaining unit members, once notified of compensatory time balances in excess of 120 hours as stated in Section 10.6.5 who fail to schedule or refuse to schedule such excess time off, shall have time off scheduled by the agency on a date(s) determined by the Agency. Employees ordered to take compensatory time off shall be provided at least 72 hours advance notice, unless a shorter notice is mutually agreed to. Nothing in this section shall prohibit a bargaining unit member from requesting to change scheduled compensatory time off, however the decision of the Agency shall be final.
- 10.7 Nothing in this section shall preclude the payment of compensatory time in the bargaining unit member's compensatory time bank in cash, by the Employer, at the Employer's discretion, with the agreement of the bargaining unit member.

## ARTICLE 11 - LEAVE PROVISIONS

### 11.1 Holidays

- 11.1.1 The following holidays are compensated holidays for employees in the bargaining unit and are scheduled on the dates indicated below:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

Fourth Thursday in November  
Friday following Thanksgiving  
December 25

#### 11.1.2 Holiday Leave for Part-time Employees

Employees working part-time schedules shall receive paid time off for holidays on a pro-rated basis.

#### 11.1.3 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 last day of an employee's weekend, it shall be observed on the following day. Normally, a weekend is two consecutive days off, whether they be Saturday/Sunday, Tuesday/Wednesday, Friday/Saturday, etc.

For employees whose normal schedule provides for a three day weekend, when a holiday falls on the second day of the employee's weekend, it shall be observed on the first working day following the weekend.

#### 11.1.4 Work on a Holiday

In addition to normal holiday pay/hours counted in a bargaining unit employee's overtime calculation, when employees are required to work on their designated holiday they shall be compensated at the employer's discretion in the form of premium pay or holiday compensatory time at a rate of time and one half for hours actually worked on the holiday. Such hours shall not count towards the calculation of overtime for the pay period. All hours worked on a holiday in excess of an employee's normally scheduled work day shall be compensated at two times the employee's normal hourly rate, in cash. When such holiday compensatory time is to be granted, it shall be taken at the request of the employee with the approval of the immediate supervisor. Bargaining unit employees will provide their immediate supervisor with at least 72 hours notice of their intent to use holiday compensatory time. All requests for the use of holiday compensatory time will be granted except where minimum staffing requirements prohibit the approval of such requests. The employee will have twenty-four (24) months from the date such holiday compensatory time is earned to use such compensatory time. The employer will notify all bargaining unit members on a quarterly basis of the holiday compensatory time schedule and the ending dates for the twenty-four (24) month period pertaining to each holiday. Holiday compensatory time is granted for the purpose of allowing bargaining unit members time off for working on a holiday. Holiday leave bank totals will not be paid out upon resignation for the purpose of retirement. For further information on Work on a Holiday, see section 24.1.3.

#### 11.1.5 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:

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

11.1.6 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. For the Game and Parks Commission vacation leave and holiday compensatory time policy for Conservation Officers see Appendix G.

11.1.7 Balancing of Vacation Leave

An employee's accumulated vacation time in excess of thirty-five days shall be forfeited as of December 31st of each calendar year.

11.1.7.1 Conservation Officer's accumulated vacation time which is in excess of thirty-five days shall be forfeited as of February 28, of the following calendar year.

11.1.8 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.

11.1.8.1 Other than set out as in Section 10.1.6, when an employee requests time off on vacation leave such approval or denial will be given in writing within at least 48 hours from the time the supervisor receives the request. This will be documented in writing to the employee.

11.1.9 Sick Leave

Full time employees shall earn 13.5 days (108 hours) of sick leave per calendar year.

11.1.10 The following conditions are valid reasons that sick leave may be used.

- 11.1.10.1 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.
- 11.1.10.2 When the illness, disability, or injury of an immediate family member demands the employee's presence. The immediate family shall be considered as: spouse, children, and parents (or persons bearing the same relationship to the spouse). At the agency head's discretion, the definition of immediate family may be broadened.
- 11.1.10.3 When an employee pre-schedules medical, surgical, dental or optical examinations or treatment, or when the employee must seek emergency medical treatment as set out in Section 11.1.10.2. A reasonable attempt must be made to schedule such appointment during non-work times.
- 11.1.10.4 The employer agrees that absence due to treatment related to alcoholism or drug abuse, if medically diagnosed by a licensed health care provider, shall constitute legitimate sickness.

11.1.11 Request for Sick Leave

Sick leave shall be requested in advance when possible. The employee will make contact with his/her shift supervisor, to report his/her illness, at least two hours prior to the start of a shift. It is understood that there will be times when this notice is not possible because of sudden illness, but the intent is to allow adequate notice for shift coverage. In the case of illness, injury, emergency or any other absence not approved in advance, the employee should inform the first level of supervision 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.

- 11.1.12 There shall be no maximum limit on accumulation of sick days.
- 11.1.13 All sick leave shall be forfeited upon separation from employment, except that an employee who retires or dies shall be paid for one quarter of his/her accumulated sick leave not to exceed 50 days.
- 11.1.14 Employees returning to work after a break in service of less than one calendar year shall have their accumulated unused sick leave balance reinstated. Service date shall be adjusted for the period of absence. Employees returned to work after a break in service of more than one calendar year shall start with a zero sick leave balance and shall be considered to be new employees for service date purposes.

## 11.2 Funeral Leave

11.2.1 Up to five days of funeral leave may be granted to employees for death in the immediate family. For purposes of this section, immediate family shall mean spouse, father, mother, grandfather, grandmother, sister, brother, child, grandchild, spouse of any of these, or someone who bears a similar relationship to the spouse of the employee. Step-persons 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.

## 11.3 Injury on Duty

11.3.1 When a bargaining unit member is injured on duty and a bargaining unit member is able to perform light duty, the AGENCY shall make every reasonable effort to place said bargaining unit member in an assignment of light duty so as to not cause him/her to expend his/her sick leave account. The AGENCY may require the bargaining unit member to provide a Physician's Certificate regarding his fitness to return to his or her regular duty assignment at anytime.

11.3.2 Any disablement contracted in the course of employment shall be reported to the proper Agency authority as soon as possible. The Employer shall report all necessary information to the State's Worker's compensation authority.

11.3.3 All employees who are disabled as a result of a job-related injury or disease may be granted injury leave not to exceed a maximum of forty hours for any particular injury. A workday is counted even if an employee is absent for any portion of their assigned shift. Disabled shall mean unable to perform the tasks usually encountered in one's employment due either to an injury/disease or to treatment for an injury/disease.

11.3.3.1 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.

11.3.3.2 No employee shall receive a salary (workers' compensation plus regular pay) in excess of his or her normal wage.

## 11.4 Military Leave

11.4.1 Employees who are members of the Nebraska National Guard or any other reserve component who perform their military obligation by participating for fifteen workdays or less in annual training and instruction prescribed by Section 55-160 R.R.S., Nebraska 1943 or by federal regulation, when such training is performed pursuant to orders or authorization of competent authority, shall be entitled to receive their state pay in addition to their military pay without using any accumulated leave time. Such orders shall be from the Adjutant General's office of the Nebraska National Guard or from a reserve component which has specific authority to issue military orders.

- 11.4.2 The above mentioned fifteen leave days are permitted only for annual training exercises or active duty assignments and shall not be used for weekend drill.
- 11.4.3 Employees who are members of the Nebraska National Guard or any other reserve component and are ordered to duty under emergency conditions shall receive state compensation equal to the amount necessary to bring them to the level of their regular state pay, beginning with their military pay as the base amount. Pay vouchers shall be retained at the Agency level in the employee's personnel file.
- 11.4.4 Annual Training. Members of the bargaining unit who are members of the Nebraska National Guard or any other reserve component who perform their military obligation by participating for 15 workdays or less in annual training and instruction prescribed by Section 55-160 R.R.S., Nebraska 1943 or by federal regulation, when such training is performed pursuant to orders or authorization of competent authority, shall be entitled to receive their full state pay in addition to their military pay without using any accumulated leave time. Such orders shall be from the Adjutant General's office of the Nebraska National Guard or from a reserve component which has specific authority to issue military orders.

Emergency Duty. Members of the bargaining unit who are members of the Nebraska National Guard or any other reserve component and are ordered to duty under emergency conditions shall receive state compensation equal to the amount necessary to bring them to the level of their regular state pay, beginning with their military pay as the base amount. Pay vouchers shall be retained at the agency level in the bargaining unit member's personnel file.

Sick and vacation earnings and holiday pay are continued during the authorized absence.

Enlistment or Extended Duty. Members of the bargaining unit who leave their positions to undergo military training or extended duty with the armed forces of the United States or undertake military duty in the active service of the state shall be entitled to a leave of absence for a period of such training and/or service, not to exceed 5 years of cumulative service, and shall be without loss of pay during the first 15 workdays of the leave of absence. This shall not be in addition to the 15 days pay mentioned in the section on Annual Training.

Upon return from training and/or service within 5 years of cumulative service, members of the bargaining unit shall be entitled to be reinstated in their former position or a similar position at a salary level they would have been entitled to had they not been on leave of absence, according to the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994. The bargaining unit member's service date shall not be adjusted due to this type of leave of absence.

Copies of Orders. Proper documentation including copies of orders for all military leave absences, shall be retained at the agency level in the bargaining unit member's personnel file.



## 11.5 Civil Leave

- 11.5.1 Civil Leave: All employees shall be eligible for paid civil leave under the following conditions:
- 11.5.2 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.
- 11.5.3 Election Board Duty: If an employee is appointed as a clerk or judge on an election or counting board, he/she shall be entitled to paid civil leave.
- 11.5.4 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.
- 11.5.5 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.
- 11.5.6 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.

## 11.6 Leave of Absence

- 11.6.1 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 (i.e. leave for maternity, paternity), educational purposes, newly adopted children 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.
- 11.6.2 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.
- 11.6.3 No benefits will accrue during a leave of absence.
- 11.6.4 Sick and vacation leave earned but unused prior to leave of absence will be carried

forward upon the employee's return.

11.6.5 The employee's service date shall be adjusted for non-pay absences in excess of thirty calendar days, except when an employee is still eligible for worker's compensation payments.

11.7 Leave for Part-Time Employees: All types of leave are granted in proportional amounts for part-time employees.

## 11.8 Family Leave

11.8.1 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.

11.8.2 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.

11.8.3 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.

11.8.3.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.

- 11.8.4 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.
- 11.8.5 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.
- 11.8.6 Family Leave Not Cumulative. Family Leave cannot be carried forward beyond the twelve month period and banked for future use.
- 11.8.7 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).
- 11.8.8 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.
- 11.8.9 Service Date Adjustments. The employee's Service Date shall be adjusted when an unpaid absence due to Family Leave exceeds 30 consecutive calendar days.
- 11.8.10 Family Leave Denials. DAS State Personnel shall be notified by the Agency of any requests for Family Leave which are denied.

## 11.9 Catastrophic Illness Donation

- 11.9.1 Conditions for Contributing Vacation Leave. The provisions of this section are nongrievable. Employees may contribute accrued vacation leave to benefit another State employee in the same agency suffering from a catastrophic illness. Vacation

leave shall be donated in no less than one day (8 hours) increments. The contributing employee must identify the specific amount of time donated and the name of the recipient for 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.

11.9.2 Conversion of Leave. 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 six months of donated leave may be received by an employee during a twelve month period.

11.9.3 Eligibility of Recipient. The Recipient must meet all of the conditions listed below:

- a. Must be suffering a serious illness or injury resulting in a prolonged absence of at least thirty work days during the past six months.
- b. Must produce satisfactory medical verification.
- c. Must have completed original probation.
- d. Must have exhausted all earned paid leave time including compensatory time off, sick leave, and vacation leave.
- e. Must not have offered anything of value in exchange for the donation.

11.9.4 Eligibility of Donor Employee. The donor employee must meet all of the conditions listed below:

- a. Only whole days (8 hour increments) may be donated.
- b. Must not have solicited nor accepted anything of value in exchange for the donation.
- c. Must have remaining to his/her credit at least 40 hours of accrued vacation leave.

## ARTICLE 12 - OUTSIDE EMPLOYMENT

- 12.1 A bargaining unit member may engage in outside employment during off duty hours, provided that such employment is not illegal, not in conflict with the bargaining unit member's duties or the interests of the State, nor if it would bring discredit or disrepute upon the officer, or the State. In general, security work such as night watch, crowd control, or guarding private property is not prohibited.
- 12.2 Bargaining unit members on original probation shall not be permitted to engage in outside employment.
- 12.3 If outside employment in the opinion of the agency is affecting the bargaining unit member's employment, the agency will so notify the individual they might want to rethink outside employment or risk disciplinary action.
- 12.4 At the State Patrol bargaining unit members are prohibited from engaging in some types of outside employment. Such employment includes, but is not limited to:
- A. Sale or distribution of alcoholic beverages;
  - B. Dance hall or tavern security during hours of operation of the dance hall or tavern;
  - C. Driving tow trucks or working for a wrecker service;
  - D. Selling automobile insurance;
  - E. Investigating, adjusting, or settling automobile accident claims;
  - F. Collection work for insurance companies, collection agencies, attorneys, bail bond agencies, or similar activities;
  - G. Investigative work of a law enforcement nature;
  - H. Investigative or adjusting work for insurance companies;
  - I. Any job which could reasonably be assumed to require appearance in civil or criminal court against a law enforcement agency.

Security work at University of Nebraska home football games in Lincoln, Nebraska and at the State Fair shall not be considered outside employment when these services are provided pursuant to a written agreement between the Nebraska State Patrol and the University of Nebraska or the State Fair Board providing that the contracting entity shall reimburse the Nebraska State Patrol for all salaries and all other costs incurred for such purpose. Such work shall be voluntary on the part of the bargaining unit member and shall be outside of the normal work schedule of those bargaining unit members selected to participate.

Participation in work at the home football games or the State Fair shall be on a voluntary basis and those participating shall be selected on a rotational basis with the most senior volunteer

being selected first and rotating through all volunteers in descending seniority.

Travel time to Memorial Stadium or the State Fair Park shall not be compensable time.

This provision shall be applicable to Carrier Enforcement Officers after they have gained full arrest powers.

## 12.5 Requests for Authorization of Outside Employment

12.5.1 Bargaining unit members shall make written request for authorization for outside employment to the Director. Such requests shall contain the name of the employer, the nature of the business, and the specific nature of the job to be performed. Requests shall be forwarded to the Director through the chain-of-command.

12.5.2 Bargaining unit members shall not commence outside employment without written authorization from the Director except as provided in Section 12.5.4.

12.5.3 Authorization to undertake or continue outside employment shall not be unreasonably denied. However, in the event that the Director is of the belief that the outside employment or continued outside employment is or will create a conflict of interest or validly bring discredit upon the bargaining unit member or the STATE, he shall deny or rescind the authorization for outside employment. The bargaining unit members shall immediately terminate outside employment upon the written notification from the Director.

12.5.4 Temporary employment to be undertaken for no more than two weeks may be verbally authorized by the Troop, Division, or Section Commander or appropriate Supervisor, provided it meets the provisions of this Article and that the individual granting approval does not occupy a class contained in the bargaining unit. The Director shall be notified of such authorization. Bargaining unit members denied outside employment or that have authorization rescinded may appeal the decision to the Director.

12.5.5 A bargaining unit member shall notify his/her commander, in writing, of termination of outside employment.

12.6 Patrol employment in the following designated areas shall be considered specialized outside employment and may be authorized on a case by case basis by the Superintendent.

1. Accident reconstruction or photography;
2. Operating polygraph or other instruments to determine truthfulness; and
3. Conducting hypnosis.

Employment in the areas of accident and fire reconstruction or photography shall be considered specialized outside employment for members of the bargaining unit employed by the Fire Marshal's Office and may be authorized on a case by case basis by the Director.

- 12.6.1 A written request must be made in the manner set forth in section 12.5.1. Such request must also contain specific information concerning the involvement of any other law enforcement agency or law enforcement officer. The bargaining unit member shall not undertake any such employment if there is a likelihood of having to testify against another law enforcement officer.
- 12.6.2 Outside employment in which a State Patrol employee uses, wears, or carries a weapon shall be considered as Specialized Outside Employment. State Patrol Troopers may use, wear, or carry their agency approved Backup/Secondary Weapon (firearm) while engaged in Specialized outside Employment, provided that employees comply with all provisions of past practices and all provisions in this article. In addition, officers must conform to all provisions of the State Patrol's policy on the Carrying of Weapons (010-06, II, C & D – effective August 1, 1977).
- 12.6.3 Prior to authorizing outside employment in which the employee uses, wears, or carries a firearm, the prospective employer must sign an agreement to hold harmless the State of Nebraska, the Nebraska State Patrol, and their employees, officials, and representatives for any and all liability associate with or arising from the officer's actions while performing the outside employment. It is the employee's responsibility to obtain such an agreement and submit it to their first line supervisor outside of the bargaining unit prior to beginning employment.
- 12.7 No uniforms, weapons, equipment, material, or supplies belonging to the State shall be used while engaging in outside employment.
- 12.8 The Director reserves the right to suspend, modify, or withdraw approval of off-duty employment in the event of emergencies.

## ARTICLE 13 - RESIDENCY

### 13.1 Residence Limitation

- 13.1.1 Bargaining unit members employed by the State Patrol, excluding Carrier Enforcement Officers, shall be allowed to reside within ten (10) miles of the city limits of the assigned duty town, provided that such residence is on an all-weather road.
- 13.1.2 Bargaining unit members employed by the State Patrol, excluding Carrier Enforcement Officers, may be allowed to reside ten (10) to twenty (20) miles outside the city limits of the assigned duty town under the same conditions as set out in Section 13.1.1 of this Article upon approval of the Superintendent. Such permission shall not be unreasonably denied. The decision of the Superintendent shall be final and not appealable after being presented with the necessary information by the applicant.



## ARTICLE 14 - MOVING EXPENSES

### 14.1 Moving Expenses

14.1.1 Bargaining Unit members relocated to another geographical location in the state at the request of the Agency shall be reimbursed for moving expenses pursuant to the provision of Appendix C.

## ARTICLE 15 - PROMOTIONS

- 15.1 The promotional process in which bargaining unit members compete for SLEBC bargaining unit positions shall be job related, maximize utility, and minimize adverse impact. All elements of the promotional process shall be administered, scored, evaluated, and interpreted in a uniform manner.
- 15.2 Each bargaining unit member at the State Patrol will be notified of their own ranking on the promotional list.
- 15.3 For State Patrol Officers, when offers are made for promotions to the rank of Sergeant, the Superintendent or designee(s) shall interview and have the option of offering promotion to any of the top five (5) candidates on the final promotion list possessing the requisite qualifications. The qualifications shall be determined by the Superintendent.
- 15.4 An officer may turn down an offer of promotion with no effect on his/her ranking on the promotional list.
- 15.5 Competition for promotion at the State Patrol shall be conducted up to at least every 24 months. However, the exact date may be shorter if all candidates have been offered and rejected the current vacant position.
- 15.6 The Promotional process shall be conducted in accordance with Nebraska State Patrol Policies and Procedures or the appropriate Agency Policies and Procedures.
- 15.7 Agencies not having a formal system for promotion to other positions within the law enforcement unit within their agency shall adopt such a system. Such system shall consider written, objective job-related factors appropriate for the job, and including, but not limited to training, education, experience of the applicant in the area of the position applied for.
- 15.8 The State Patrol will develop a written promotional system for all employees in the bargaining unit which will list the criteria which shall be objective in nature, that will be considered when promotions are made.

## ARTICLE 16 - POLICY CHANGES AND PERSONNEL RECORDS

## 16.1 Policies and Procedures

16.1.1 The AGENCIES may prepare, issue, and enforce policies, procedures, and safety regulations necessary for the safe, orderly, and efficient operation of the agency which shall not conflict with the terms of this agreement.

## 16.2 Policy and Procedure Changes

16.2.1 The Employer agrees to post additions, modifications, and deletions to the Agency Policies and Procedures at least 10 work days prior to the date such changes shall become effective. At the Fire Marshal's office and Game and Parks Commission changes will be distributed to all members. At the Patrol, changes will be posted at Headquarters and all sergeant area offices. A copy of same will be sent to the COUNCIL office one (1) day prior to posting.

16.2.2 In the event that a matter is of an emergency nature, or the result of a court decision any applicable policy may be changed. Officers will be notified by their supervisor or radio message as soon as possible. The Council will be notified immediately for the reasons for such emergency changes.

16.2.3 All bargaining unit members and the Council shall be provided with copies of all policies and procedures which could result in discipline being imposed.

16.2.4 No employee shall be required to use or operate unsafe equipment or equipment which is not in proper working condition which poses a safety hazard to the employee. Neither shall employees be required to work under unsafe conditions. The employee shall notify the Employer of the improperly maintained equipment, unsafe equipment or unsafe working conditions.

## 16.3 Personnel Records

16.3.1 The official personnel records of the Bargaining Unit members shall be maintained by the Personnel Office at each agency Headquarters, and shall be confidential, as set out in Section 16.3.2 of this Agreement.

16.3.2 Division, Troop Area, and Section Commanders or Supervisors may maintain copies of personnel records at their work locations. Such records shall be for reference purposes only and shall not be considered as an official copy of the AGENCY'S personnel records.

The confidentiality, restrictions, and requirements for access to commanders' or supervisors' personnel files shall be the same as those for the official files located at State Headquarters.

16.3.3 The bargaining unit member shall be given a copy of any material to be entered in his/her official personnel record.

16.3.4 Length of retention of personnel records shall be in accordance with the requirements

of the Department of Administrative Services, State Auditor, and Department of Personnel, except that documentation of disciplinary action shall be removed from the bargaining unit member's personnel file twenty-four (24) months after the imposition of the action.

16.3.5 The two most recent annual performance evaluations shall be maintained in the personnel file. All previous annual performance reports, other than the two most recent, shall not be used for disciplinary purposes but may be retained by the agency for the defense of discrimination charges.

16.3.6 In the event the employer requires any bargaining unit member covered by this Agreement to take a polygraph examination in accordance with existing personnel rules of the employer relating to such polygraph examinations, the polygraph and the report shall be made available to the bargaining unit member at the time when the employer determines to discipline, demote, suspend, reprimand, or otherwise take any action adverse to the bargaining unit member's interest. If the employer determines that no disciplinary action is necessary, the polygraph and the report shall remain confidential and shall be destroyed after one (1) year. The bargaining unit member will be immediately notified as to the results of any investigation in which the bargaining unit member is required to take a polygraph examination.

## ARTICLE 17 - COMMITTEES

### 17.1 Labor-Management Committee

17.1.1 There is hereby established a joint committee for the purpose of discussing common problems within each agency. The Council and Agency may each designate two (2) persons (one of which may be a non-employee Council official) to serve on the committee.

17.1.2 The committee shall meet no more than three times a year upon the request of either party. The State agrees to compensate bargaining unit members of the Labor-Management committee at their current straight time salary, including reasonable travel time from the bargaining unit member's normal site of duty, for participation in such committee meetings which occur during the bargaining unit member's normal work time. Attendance of additional personnel may be authorized by agreement of the parties.

17.1.3 Each party shall exercise good faith in determining if such meetings are necessary. The party requesting such meeting shall submit an agenda for said meeting.

17.1.4 When the problem affects a single troop or district area, division, or section, then the COUNCIL may designate a representative from that troop or district area in addition to employee COUNCIL official to serve on the committee. These representatives may meet with the Troop Commander or Supervisor and any other person he/she designates.

17.1.5 The parties agree to establish a separate Labor Management Committee at the Game and Parks Commission for the purpose of identifying and discussing concerns related to overtime that bargaining unit members have. Each party shall have the ability to appoint three members to the committee. Either party shall have the ability to invite experts to make special presentations. The committee shall meet when it is mutually agreed upon by both parties.

## 17.2 Safety Committee

17.2.1 There shall be a joint Safety Committee established in each troop area or district, consisting of one representative designated by the Troop Area Commander or District Supervisor and one member of the bargaining unit assigned to the troop area selected by the COUNCIL who shall, if necessary, meet to discuss safety problems and, if necessary, tour the appropriate premises.

17.2.2 All questions relating to safety, including equipment and procedures, shall be considered proper subjects for discussion.

17.2.3 Any safety question not resolved by the work of this committee shall be presented to the Troop Area Commander or District Supervisor by the committee. After conferring, the committee report, along with the recommendation of the Troop Area Commander or District Supervisor will be forwarded to the appropriate Agency Director for any action he/she may consider necessary.

## ARTICLE 18 - LAYOFFS-RECALL-REINSTATEMENT

18.1 Layoff shall be defined as elimination of a position or reduction in hours. Such layoffs shall be the result of economic reasons, reduction in workload or reorganization of an agency.

18.1.1 At least five (5) work days prior to announcing a layoff the Agency shall meet with and discuss the impending layoff with the Council. The Agency Head shall determine when and where layoffs are necessary and which classifications shall be affected.

18.2 Layoffs shall occur in the following class groupings:

Game and Parks Conservation Officers  
Deputy Fire Marshals  
Liquor Control Inspectors  
State Patrol Sergeant/State Patrol Investigation Sergeant  
State Patrol Trooper/State Patrol Investigation Officer  
State Patrol Carrier Enforcement Officer

18.3 Early Retirement/Resignation

Prior to initiating a layoff the agency shall make an announcement that a layoff is imminent.

Retirements and/or resignations could eliminate or reduce the impact of anticipated layoffs. The Agency shall afford employees the opportunity to retire or resign prior to the layoff in hopes that such voluntary separations will eliminate or reduce the impact of anticipated layoffs.

#### 18.4 Notification of Layoff

A bargaining unit member to be laid off shall be notified, in writing, at least fifteen (15) work days prior to the effective date of layoff, except that when emergency funding situations exist, this notification period can be shortened. The notification shall include:

1. reasons for the layoff
2. effective date of the layoff
3. seniority list of bargaining unit members
4. list of vacancies
5. bumping rights as identified in 18.7 & 18.8
6. locations and positions affected

#### 18.5 The order of reduction in affected class groupings shall be:

1. Temporary employees
2. Trainees
3. Part-time employees
4. Original probationary unit members
5. Permanent unit members

#### 18.6 Layoff shall be by reverse seniority in the affected class groupings (last in first out). Seniority for layoff purposes is defined in Article 9. Bargaining unit members with the least seniority in the affected positions and work location to be reduced shall receive reduction in force notifications prior to more senior members in the same classification and work location.

#### 18.7 A bargaining unit member who is laid off as a Game and Parks Conservation Officer, Fire Marshal Deputy, or Liquor Control Inspector shall have the following options: (1) fill any vacancy in their classification within their agency; (2) bump a bargaining unit member in the same class grouping with the least seniority agency wide; or (3) accept layoff.

#### 18.8 A bargaining unit member who is laid off in the State Patrol shall have the following options: (1) filling any vacancy in his/her class grouping unless the position requires special certification or licensure, i.e. pilot or polygraph; (2) bump employees with the least seniority agency wide in that current class grouping unless the position requires special certification or licensure, i.e. pilot or polygraph; (3) bump to a previously held lower salary grade class grouping; or (4) accept layoff.

#### 18.9 A unit member shall have minimum of seven (7) work days from receipt of the written layoff notification to exercise his/her rights or accept layoff. Such notice shall be in writing to the Agency head. Failure to respond within the seven (7) work day limit shall be acceptance of layoff.

#### 18.10 Reduction of Pay

A bargaining unit member who elects to bump to a position in a lower salary grade shall be placed on the appropriate step of that pay line which corresponds with his/her classification seniority.

#### 18.11 Reinstatement and Recall

A bargaining unit member who is bumped to a lower salary grade position in lieu of layoff shall be offered any vacancy in his/her former position before officers on the existing promotion list are offered promotion. An offer of reinstatement shall be made based upon seniority. Such an offer shall be for a period of twenty-four (24) months or for the life of the existing promotion list, whichever is greater.

18.12 A bargaining unit member laid off shall be recalled in the reverse order in which he/she was laid off. The most senior laid off employee shall have the first right of refusal of vacant positions. Such rights shall be for a period of twenty four (24) months from the effective date of layoff provided the bargaining unit member meets the minimum standards for the position which existed at the time of the layoff.

18.13 A laid off unit member refusing recall to a position and location from which he/she was laid off shall forfeit all future rights of recall.

18.14 A bargaining unit member recalled to his/her former position shall be placed on the pay line which corresponds to his/her classification seniority. The unit member shall notify the agency in writing of the acceptance or refusal of the position within ten (10) calendar days.

18.15 A unit member who had not completed his/her original probationary period prior to layoff shall complete same upon recall.

18.16 A notice of recall to a unit member shall be in writing specifying the terms of such recall and mailed by registered mail to his/her current address, which the unit member shall keep on file with the Agency.

18.17 No new unit members can be hired into the classes affected by layoff until all laid off unit members are recalled or have had the opportunity for recall and refused same.

#### 18.18 Moving Expenses

Reference Appendix C regarding payment for moving expenses. For purposes of reduction in force, employees voluntarily filing vacancies in lieu of layoff shall be considered to have moved for the benefit of the employing agency and shall be reimbursed for moving expenses. Employees moving as a result of bumping another bargaining unit member shall not receive payment of moving expenses.

#### 18.19 Ties in Seniority

When two or more unit members have the same classification seniority date, seniority shall be determined:

1<sup>st</sup> by service anniversary date which is the date used to calculate an employee's sick and vacation leave earnings.

2<sup>nd</sup> coin toss officiated by the Council.

## ARTICLE 19 - WORKING OUT OF CLASSIFICATION

### 19.1 Assignment of Responsibility

19.1.1 When any employee of the bargaining unit performs the majority of the duties of a position in a classification higher than the classification currently held by the employee, the employee shall receive a five percent temporary salary increase. 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. Such assignments shall be in writing. When the employer knows higher level duties will be temporarily assigned for more than thirty consecutive calendar days no employee shall be arbitrarily required to work out of class for periods of less than 15 consecutive calendar days in order to avoid paying the employee the salary for performing the higher level position.

## ARTICLE 20 - UNIFORMS AND EQUIPMENT

### 20.1 Uniforms

20.1.1 The STATE shall provide and replace sufficient uniforms for all bargaining unit members, who are required to wear uniforms, to meet the reasonable needs of the officers.

20.1.2 In the case of damage or destruction to bargaining unit member's clothing, glasses, watches or other personal property sustained while the bargaining unit member is performing his/her duties without negligence, the STATE will make every reasonable effort to expedite the process at the State Claims Board level.

20.1.3 The STATE shall provide an allowance of \$30.00 per month to be paid to non-uniformed officers for the purpose of maintaining civilian attire.

20.1.4 Body armor shall be provided to all bargaining unit members, who are sworn law enforcement officers, desiring the same.

20.1.5 Footwear shall be provided to Conservation Officers. The Labor-Management Committee shall review the specifications that the footwear provided must meet by January 1 of each year. Those Conservation Officers not wishing to wear the

footwear provided by the Agency may provide their own footwear, with the bargaining unit member bearing the cost, as long as this footwear is in compliance with agency guidelines.

20.1.6 The agency shall provide each Conservation Officer within the bargaining unit with a 35mm camera equipped with flash capability.

20.1.7 The State shall provide all Carrier Enforcement Officers covered by the SLEBC labor agreement at the Nebraska State Patrol a cleaning expense reimbursement to compensate them for cleaning expense necessitated by the dry-clean only uniforms. Only the actual amount expended for dry cleaning Carrier Enforcement uniforms, up to a maximum of twenty dollars (\$20) per month, may be reimbursed. Dry cleaning receipts must be submitted with an Expense Reimbursement Document. If no other expenses are being submitted, the cleaning expense shall be submitted more frequently if included on a monthly submittal with other expenses.

## ARTICLE 21 - WAGE ADMINISTRATION

### 21.1 Wages – July 1, 2001 through June 30, 2002.

21.1.1 Effective July 1, 2001, the pay rates of each pay line are established in Appendix E. Each pay line shall consist of fifteen (15) steps. Bargaining unit members whose salary is above the fifteenth step on the new pay line shall not receive a wage increase.

On July 1, 2001, each bargaining unit member will be placed on the appropriate pay line established in Appendix E, on the step which corresponds to their current step placement. Upon being placed on the new pay line, movement will occur as outlined below.

Fire Marshal Deputy – Remain on current step  
 Liquor Control Inspector – Advance one step  
 State Patrol Carrier Enforcement Officer – Advance two steps  
 State Patrol Trooper – Advance one step  
 State Patrol Sergeant – Advance two steps  
 State Patrol Investigation Officer – Advance one step  
 State Patrol Investigation Sergeant – Advance two steps  
 Game and Parks Conservation Officer – Advance one step

Bargaining unit members who have been demoted or have their salary decreased due to discipline between April 1, 2001, and June 30, 2001, shall not receive the step increase until 90 days from the effective date of the demotion or salary decrease.

21.1.2 Bargaining unit members classified as State Patrol Investigation Officers and Liquor Control Inspectors shall receive \$275 per month stipend while performing



investigative duties. State Patrol Investigation Sergeants shall receive a \$325 per month stipend while performing investigative duties. The stipend will be pro-rated for partial months of service in these classifications. The stipend shall not continue in the event that the employee is transferred back to a State Patrol Trooper or State Patrol Sergeant classification. This stipend will be considered as wages for overtime and retirement purposes. A separate pay line shall be created in the Nebraska Employee Information System (NEIS) for State Patrol Investigation Officers, Liquor Control Inspectors and State Patrol Investigation Sergeants, incorporating the appropriate stipend amount paid under this section.

## 21.2 Wages – July 1, 2002 through June 30, 2003.

21.2.1 Effective July 1, 2002, the pay rates of each pay line will be adjusted in accordance with Appendix E.

On July 1, 2002, each bargaining unit member will advance one step on their designated pay line. Bargaining unit members with salaries equal to the fifteenth step of the pay line shall have their pay adjusted to the new July 1, 2002, rate for that step. Bargaining unit members on the fifteenth step who have a salary above the new pay rate for the fifteenth step shall not receive a wage increase.

Bargaining unit members who have been demoted or have their salary decreased due to discipline between April 1, 2002, and June 30, 2002, shall not receive the step increase until 90 days from the effective date of the demotion or salary decrease.

21.2.2 Bargaining unit members classified as State Patrol Investigation Officers and Liquor Control Inspectors shall receive a \$300 per month stipend while performing investigative duties. State Patrol Investigation Sergeants shall receive a \$375 per month stipend while performing investigative duties. The stipend shall be pro-rated for partial months of service in these classifications. The stipend shall not continue in the event that the employee is transferred back to a State Patrol Trooper or State Patrol Sergeant classification. This stipend will be considered as wages for overtime and retirement purposes. A separate pay line shall be created in the Nebraska Employee Information System (NEIS) for State Patrol Investigation Officers, Liquor Control Inspectors and State Patrol Investigation Sergeants, incorporating the appropriate stipend amount paid under this section.

## 21.3 New Hires/Promotions/Demotions

21.3.1 A new hire in this bargaining unit shall be placed on the appropriate pay schedule on Step 1 and will receive scheduled step increases in accordance with this Article.

21.3.2 A State Patrol Trooper or State Patrol Investigation Officer who is promoted to Sergeant or Investigation Sergeant shall move to the lowest step on the new pay line which represents at least a five (5) percent promotional increase.

21.3.3 A State Patrol Trooper who transfers to a State Patrol Investigation Officer, shall retain current step placement on the new pay line.

- 21.3.4 A State Patrol Sergeant who transfers to a State Patrol Investigation Sergeant, shall retain current step placement on the new pay line.
- 21.3.5 A State Patrol Carrier Enforcement Officer who transfers to a State Patrol Trooper, shall move to step one on the Trooper pay line. If the Carrier Enforcement Officer was employed as a Carrier Enforcement Officer prior to September 1, 1998, then the employee shall be placed on the step corresponding to their date of hire as a Carrier Enforcement Officer (see Section 9.1.2).
- 21.3.6 A bargaining unit member, who is demoted either voluntarily or involuntarily, from a higher pay line to a lower pay line, shall be placed on the step in the new pay line which results in a 5% salary reduction, but in no case will the new rate of pay be above the rate assigned to the 15<sup>th</sup> step of the new pay line.
- 21.3.7 A Carrier Enforcement Officer who is transferred to Trooper who does not successfully complete the Trooper probationary period and is subsequently transferred back to a Carrier Enforcement Officer, shall be returned to the step on the Carrier Enforcement Officer pay line from which they were transferred.

#### 21.4 Expense Allowance

Each sworn employee of the State Patrol except Carrier Enforcement Officers shall receive an expense allowance as provided in Nebraska Revised Statute Section 81-2002.

#### 21.5 Merit and bonus increases will not be given to bargaining unit members.

## ARTICLE 22 - INSURANCE

#### 22.1 Health Insurance

Effective July 1, 2001, through December 31, 2001, the State shall provide group health insurance programs with the same benefit levels effective January 1, 2001. The State will continue to make a monthly payment of 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.

Effective January 1, 2002, through June 30, 2003, the State shall provide a group health insurance program. The P.P.O. plan shall include the following deductibles, out-of-pocket maximums, coinsurance after deductible provisions, and prescription drug card:

#### Annual Deductible

\$400 – Individual – In Network

\$800 – Family – In Network

Annual Out of Pocket Maximum (includes deductibles)

\$1400 – Individual – In Network

\$2800 – Family – In Network

Coinsurance (for covered services after deductible)

80% - In Network

70% - Out-of-Network

Prescription Drug Plan (for covered prescriptions)

Generic - \$15 Co-pay per 30 day supply

Brand Name - \$30 Co-pay per 30 day supply

Mail Order - \$70 Co-pay per 180 day supply

Fertility

Not a covered charge

The State will continue to make a monthly payment of 79% of the total premium cost of the plan, option, and coverage chosen by the bargaining unit member. Group health insurance coverage will be continued for bargaining unit members who retire during the term of this Contract. The retiree shall pay the entire premium for the health insurance together with an administrative fee consistent with prevailing federal law regarding similar provisions for continuation of health insurance. If a retiree elects this option, this benefit will be continued until the earliest of the following occurrences:

- a. this provision is changed in a subsequent labor contract
- b. the retiree reaches the age of 65
- c. the retiree fails to pay the monthly charge for this coverage on time.

It is the intention of the State to seek competitive bids that would provide for retention of the current HMO and/or POS health insurance coverage. If it becomes necessary for the State to accept changes in the HMO and/or POS plan options to retain that coverage, SLEBC shall be included in the RFP recommendation process. Should the State be unable to secure acceptable bids for such plans, the State may choose to delete one or both programs.

## 22.2 Life Insurance

The employer will provide a \$23,000 group life insurance policy for each full-time bargaining unit member. The full cost will be borne solely by the Employer. Optional life insurance will be made available to bargaining unit members at the employee's cost.

## 22.3 Dental Insurance

The Employer agrees to provide a group dental insurance program to bargaining unit members and their dependents. From July 1, 2001, through June 30, 2003, the Employer shall contribute \$7.50 per month toward single coverage; \$12.15 per month for two-four party coverage; and \$16.81 per month for family coverage. Employees may participate in this program by participating in the employer's open enrollment process.

#### 22.4 Long Term Disability

The employer agrees to provide a long term disability insurance program for bargaining unit members. Beginning July 1, 2001, through June 30, 2003, the benefit shall be 57% of the bargaining unit member's monthly base salary until age 65. The waiting period shall be 180 days. The employer will pay 100% of the premium for long term disability coverage.

22.5 SLEBC shall have the option of withdrawing from the State's Health Insurance Program to purchase health insurance independently as a separate group beginning January 1, 2002. Should SLEBC withdraw from the State Health Insurance Program, such group shall include current employees covered by the law enforcement bargaining unit, early retirees, lifetime retirees (lifers) and former employees covered by the law enforcement bargaining unit who have elected coverage under COBRA. Former and current bargaining unit members who are eligible for "lifetime" participation in the State Health Insurance Program, shall sign a waiver relinquishing "lifetime" rights to the State Health Insurance Program, prior to departing the State Health Insurance Program.

22.6 Should SLEBC notify the State of its intent to withdraw from the State Health Insurance Program, representatives from the State and SLEBC shall meet to finalize the administrative details associated with such a departure, if necessary, no later than October 1, 2001, for a January 1, 2002, departure. If SLEBC withdraws from the state sponsored plan on January 1, 2002, the state's contribution shall be 79% of the state sponsored plan option chosen by the employee during the 2001 open enrollment, or 79% of the SLEBC sponsored plan, whichever is less.

22.7 Should SLEBC determine to withdraw from the State's life, dental and/or long term disability programs, the State will remit to SLEBC, the State's share of the monthly contributions in effect at the time of such withdrawal.

22.8 The employer agrees to extend coverage of the "Section 125 Plan" in accordance with federal law to Law Enforcement Bargaining Council Members. This plan would be limited to the bargaining unit member's contribution toward health, vision or dental insurance with pre-tax dollars and flexible spending account plans. In the event that the law enforcement bargaining unit chooses to withdraw from the State Health and Welfare Insurance Program, the share of any premium paid by the employee will no longer be tax deferred under the State's Section 125 Plan.

## ARTICLE 23 - ORIGINAL PROBATIONARY PERIOD

23.1 Bargaining unit employees shall be required to serve an original probationary period of six months and shall be so notified. At the Fire Marshal's Office this probationary period shall commence on the date of hire. Conservation Officers will serve an original probationary period after graduation from the law enforcement training center. State Patrol Troopers and Carrier Enforcement Officers will serve an original probationary period of six (6) months after the date they become sworn law enforcement officers. Employees who transfer from one

agency to another may be required by the Agency Head and/or his/her Designee to serve an 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 of extension or separation by the Agency Head and/or his/her Designee.

23.2 The notification of extension shall include the specific period of extension. In cases of extension for performance reasons the employee shall be provided specific performance improvement requirements.

23.3 An Agency Head and/or his/her Designee may extend the original probation of an employee for reasons of performance, transfer, and promotion for a period not to exceed a total of one calendar year from the date of hire, rehire or transfer.

23.4 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.

23.5 Lateral Transfer/Promotion Probationary Periods. An employee who is promoted to a position or laterally transferred within the bargaining unit may be required by the Agency Head to serve a promotion probationary period which shall not exceed six months from the date of promotion. This is not another original probationary period and does not effect the grievance rights of the employee. If the employee does not perform satisfactorily in the position, the employee may exercise his/her rights to fill any vacancy in a position(s) he/she held within the bargaining unit before his/her promotion. Should no position be vacant or the employee does not exercise his/her rights to claim a vacancy, he/she shall elect lay-off and be eligible to exercise his/her recall rights under Article 18, Section 18.11.

## ARTICLE 24 – OVERTIME

24.1 The following items will be regarded as hours worked for the purpose of computing overtime:

24.1.1 Hours worked.

24.1.2 Rest periods.

24.1.3 Holidays. (For further information on work on a holiday, see section 11.1.4.)

24.1.4 Job required court appearance.

24.1.5 When an employee is required to attend training sessions on state premises on his/her off-duty time, such time shall be considered time worked and subject to compensation.

24.1.6 Travel between job sites during or after the regular work day.

24.1.7 Meal periods of less than thirty (30) minutes where an employee is not relieved of

his/her post, station or duty.

- 24.2 The Employer shall use prevailing Fair Labor Standards Act (FLSA) criteria to determine the exempt or non-exempt overtime status of all employees covered by this Labor Contract.
- 24.3 Bargaining unit members who work in excess of 40 hours per 7 day pay period, those who work in excess of 80 hours per 14 day pay period and those who work in excess of 160 hours per 28 day pay period, shall receive a premium rate of one and one-half times their regular rate for those hours worked in excess of 40, 80, or 160, as appropriate.
- 24.3.1 At the Fire Marshal's Office, Fire Marshal Deputies performing investigation work shall adjust their schedules such that they do not work more than 80 hours during a 14 day period, and Fire Marshal Deputies performing inspection work shall adjust their schedules such that they do not work more than 40 hours during a 7 day period, except where authorization is obtained from the first level of supervision outside the bargaining unit.
- At the Game and Parks Commission the bargaining unit members shall adjust their schedule such that they do not work more than 160 hours during a 28 day period, except in emergency situations or where authorization is obtained from the first level of supervision available. Bargaining unit members shall notify the appropriate supervisor immediately if they ascertain that it will be necessary to put in overtime hours during any pay period and shall be required to receive permission to work the overtime hours before working such hours except in emergency situations or where prior approval is not possible.
- 24.3.2 An employee who has approved vacation leave shall not have that leave returned to them when the employee receives prior authorization to earn more than 160 hours combined leave or work time in a 28 day period.
- 24.4 Bargaining unit members who are credited (due to receipt of leave time during the pay period) with hours in excess of 40, 80, or 160, whichever is appropriate, shall receive the regular rate for those hours.
- 24.5 Overtime compensation in Sections 24.2 and 24.3 shall consist of either paid time off or cash payment, at the discretion of the Employer.
- 24.6 All overtime must be approved in advance.
- 24.7 Bargaining unit members called to duty outside of their scheduled shift without 2 hours notice, when the time worked does not merge with their scheduled shift, will be guaranteed a minimum of two hours work at the straight rate of pay. Conservation Officers who return to their home while on duty shall remain on duty while answering telephone messages. Any telephone call they receive relative to State business shall be considered work time and

compensated for the actual amount of time spent. Conservation Officers shall maintain a log of all calls for which they are compensated. The form of the log will be prescribed by the Game and Parks Commission. These logs may be audited by the Employer.

24.8 Daylight savings time. Non-exempt employees required to work more time than their regular shift due to the change from daylight savings time to standard time shall be paid for the additional time worked at the rate of time and one half if this time constitutes overtime for this work period. Otherwise this time shall be compensated at the straight hourly rate of pay. Employees required to work less than eight (8) hours on an eight (8) hour shift, or less than 8.5 hours on a 8.5 hour shift due to the change from daylight savings time to standard time shall be paid for the actual time worked. Employees may use vacation time or compensatory time to make up for the time lost. Employees on the first six (6) months of employment who would be eligible to accrue vacation may be advanced vacation time which shall either be deducted from their vacation leave balance or deducted from their last paycheck if the employee is separated prior to accruing vacation.

#### 24.9 Meal Allowance

24.9.1 At the State Patrol bargaining unit employees working in excess of their scheduled shift (at least 12 1/2 hours) shall be allowed a reasonable meal period or the expense for that meal, within the perimeters as set out by the State for meals, without the loss of overtime. Bargaining unit members in other agencies shall continue to follow their present practices.

24.9.2 Income tax on meal reimbursements shall be deducted from the bargaining unit member's salary quarterly after the total meal reimbursement for the calendar year exceeds one hundred dollars.

## ARTICLE 25 - LEGAL DEFENSE AND LIABILITY CLAIMS INDEMNIFICATION

25.1 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.

## ARTICLE 26 - TUITION ASSISTANCE

26.1 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. The Agency Head and/or his/her Designee, where practicable, may allow bargaining unit employees to use vacation, compensatory time or leave without pay for attendance during regularly scheduled working hours.

26.2 Tuition may be reimbursed at up to 100% at the Agency Head and/or his/her Designee's

discretion for all job related courses. Job relatedness shall be determined by the Agency Head and/or his/her Designee in accordance with Agency standards. Eligibility for reimbursement requires a course grade of "C", or equivalent, or better, or pass for pass/fail courses.

26.3 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.

26.4 Employees who receive tuition assistance may be asked to reimburse the Employer if they leave their employment within one year of the course completion date.

## ARTICLE 27 - EMPLOYEE ASSISTANCE PROGRAM

27.1 Each agency which is a party to the Contract by having employees who are members of the Law Enforcement Bargaining Unit shall maintain an employee assistance program.

27.2 Each program must meet the following qualifications:

27.2.1 Can be "in-house" or under contract to an outside firm.

27.2.2 Must maintain the confidentiality of the employee using the services of the program.

## ARTICLE 28 - PRINTING

The State will furnish six (6) copies of the final contract to the Council.

## ARTICLE 29 - DISCIPLINARY RIGHTS AND PROCEDURES (STATE PATROL ONLY)

29.1 Discipline

29.1.1 Except as otherwise specifically provided herein, the Employer shall conduct all disciplinary matters in conformance with due process as provided for in this labor contract. Disciplinary action shall include one of the following:

1. written warning
2. disciplinary probation
3. suspension
4. demotion
5. reduction in pay
6. discharge



Except that disciplinary probation may be used in conjunction with any of the forms of discipline except written warning and discharge.

Demotion and reduction in pay may also be used as a combination for disciplinary purposes.

29.1.2 Disciplinary actions shall be based upon good faith for just cause for violations of:

- A. policies and procedures of the agency,
- B. this agreement.

29.1.3 At the State Patrol, the parties recognize that poor work performance and/or incompetence is not misconduct, but rather the result of an employee's inability to perform the duties assigned to the position in a competent manner. As such, the Agency shall not conduct an Internal Affairs Investigation, nor shall the procedures set forth in this Article be followed in cases involving unsatisfactory work performance. The procedures regarding Performance Improvement Plans as set forth in Personnel SOP 20-1, Part 35-0, Section 011 shall be used to correct poor work performance with actions up to and including termination. However, an employee who is subject to any action as outlined in 29.1.1 for poor work performance shall be entitled to a hearing before the Agency Head.

29.1.4 A "complaint inquiry" consists of discussion with a bargaining unit member about allegations of misconduct. The purpose of the complaint inquiry is to provide an optional method to expeditiously resolve less serious complaints. Garrity warnings shall not be given and no advance notice requirements shall apply to the complaint inquiry or the informal complaint resolution process. The bargaining unit member will be advised at the beginning of a complaint inquiry that he/she is not compelled to provide information. It is understood that a member participating in a complaint inquiry or the informal complaint resolution process may request representation by the individual of his/her choice; however, the supervisor conducting the inquiry is not obligated to proceed further with the complaint inquiry process or the informal complaint resolution process. Complaint inquiries or the informal complaint resolution process may be conducted by telephone.

## 29.2 Imposition of Discipline

29.2.1 When imposing discipline, management shall not take into consideration any prior discipline which is more than twenty-four (24) months old in determining the appropriate level of discipline. Disciplinary action shall not be instituted against a bargaining unit member when the alleged misconduct is or could have been discovered with reasonable diligence within a period of twelve (12) months from the date of alleged misconduct unless the offense would constitute a Class IV felony or higher grade of felony.

29.2.2 All complains alleging misconduct of less than serious nature which are received more than ninety (90) days after the alleged incident took place, shall not result in

discipline to the officer.

29.2.3 The parties agree that the progressive discipline techniques shall be used. The goal of progressive discipline is to apply the minimum level of discipline which will bring the employee's performance to the expected level.

### 29.3 Due Process

29.3.1 Discipline shall be conducted in accordance with due process, as provided for in this labor contract, and good faith for just cause.

29.3.2 Bargaining unit members shall be entitled to a fair and impartial investigation when, in the course of the member's scope of employment, the employer deems an investigation necessary. Members will assist and expedite administrative investigations and, when requested by investigative officers, furnish information or give statements as witnesses within the guidelines specified in this Agreement.

29.3.3 A member's immediate family shall not be interviewed unless party to the complaint or at the specific request of the bargaining unit member.

29.3.4 A member may request an administrative investigation pertaining to any allegations or rumors which may adversely affect his/her credibility, integrity, or reputation. However, nothing shall obligate the Agency to conduct such an investigation. The bargaining unit member shall be notified as to the status of such request.

29.3.5 There shall be no "off the record" discussions with a bargaining unit member.

29.3.6 The employee's commander shall not be the hearing officer if he or she is the complaining party, a witness, or will provide any evidence against the employee.

29.3.7 Any supervisor of a bargaining unit member shall not make an independent recommendation concerning the discipline of that employee if he or she was the investigating officer, or complaining party.

### 29.4 Notification

29.4.1 In the event that the consequences of the offense require immediate suspension, follow-up written notification will be provided within forty-eight (48) hours.

### 29.5 Investigatory Suspension

29.5.1 A supervisor shall meet with a bargaining unit member prior to the bargaining unit member being placed on investigatory suspension. At such a meeting, the supervisor shall inform the bargaining unit member of the reason for the investigatory suspension and the date and time the suspension shall commence and that the bargaining unit member is not required to answer any questions.

29.5.2 Investigatory suspensions shall be reduced to writing as soon as practical after the meeting with the supervisor.

- 29.5.3 No employee under investigation shall be loaned or reassigned to the Internal Affairs Section, except when such employee is to be interviewed, and then only for such time as is reasonably necessary to conduct such interview.
- 29.5.4 When the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation and the administrative processing of the case, the object of which is 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 twenty (20) work days have elapsed, whichever occurs first. However, the investigation may continue after the suspended employee returns to a paid status. The Employer agrees to pay the Employer's portion for group insurance during the period of suspension without pay.
  - c. Suspend the employee from work with pay until the investigation is completed. The status of an employee suspended with pay may subsequently be changed to a reassignment under Section 29.5.4(a) or a suspension without pay subject to the twenty (20) work day limitation in 29.5.4(b) if the investigation circumstances warrants such a change in status.

## 29.6 Routine Supervisory Guidance

- 29.6.1 Day-to-day discussions, comments, criticisms, and guidance made by a supervisor to a bargaining unit member shall not be construed as discipline. They shall be considered as routine supervisory guidance.
- 29.6.2 Any routine supervisory guidance which is placed into writing in the supervisor's working notes or supervisory files shall be destroyed after the date on which the supervisor and bargaining unit member review and discuss the bargaining unit member's next annual performance evaluation or within fifteen (15) months, whichever occurs first.
- 29.6.3 The Supervisory Observation Form (NSP 207), for Patrol employees, shall not be considered as supervisory working notes, but as documentation and justification for the performance evaluation covering a specific time period. The Supervisory Observation Form shall be initialed by the bargaining unit member within fourteen (14) days of the date the agency becomes aware of the occurrence, unless the Agency Director orders that an incident be handled through routine supervisory guidance. Supervisory Observation Forms (NSP 207) shall be attached to the employee's annual performance evaluation when the annual performance evaluation is completed. No negative Supervisory Observation Form (NSP 207) shall be written upon any employee unless the same constitutes poor work performance or a violation of current Nebraska State Patrol policy or procedure.

## 29.7 Procedures and Safeguards

- 29.7.1 The Agency may conduct investigations to discover the facts and circumstances surrounding any complaint, allegation, or suspicion of wrongdoing by a bargaining unit member. However, the Agency will take precautions to protect the rights and privacy of personnel being investigated.
- 29.7.2 Investigations conducted by the Agency will not knowingly commit any act which would deprive the bargaining unit member of any statutory or constitutional rights or privileges.
- 29.7.3 The Employer will provide the employee with copies of all personnel orders pertaining to bargaining unit members as soon as the personnel orders are issued. As used in this section “personnel orders” shall be defined as all written notices of actual disciplinary actions (notices of intent to take disciplinary actions), transfer notices, promotion notices and termination notices.
- 29.7.4 An employee under investigation may be interviewed by an investigator for Internal Affairs or by a supervisor assigned to investigate as to a matter under investigation. The employee may be compelled to provide information concerning the complaint or allegation of wrongdoing against him/her. Garrity warnings shall be given in the appropriate circumstances on the form found at Appendix D. Counsel or other representative may accompany the employee to the interview.
- 29.7.4.1 A bargaining unit member shall be required to answer only those questions specifically relating to such member’s duties and responsibilities within the scope of his/her employment, and acts or conduct (on or off the job) which adversely affects the employee’s performance and/or the employing agency’s performance or function. An employee shall only be compelled to respond to questions directly related to the subject matter under investigation by Internal Affairs.
- 29.7.4.2 Prior to such interview the employee or his/her representative shall be given the right to review all existing reports contained in the case file that forms the basis for the requested interview, including copies of any Complaint Control Form (NSP 801 and 801A) but excluding documents containing confidential or privileged information, at least forty-eight (48) hours prior to such interview. The employee may waive notice and access to the reports.
- 29.7.4.3 “Confidential or privileged” as used herein shall refer to the name or identity of a person providing information about an employee to the Agency and who otherwise fits within the definition of Chapter 27 of the Nebraska State Statutes. Information which the Agency intends to use to impose discipline in the administrative process shall be made available to the employee or his/her representative, but the name or identity of the person providing such information may be removed from the report if the same is deemed “confidential or privileged” as defined herein.

- 29.7.5 The employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities.
- 29.7.6 The interview of the employee shall be during regular business hours. With the exception of telephone interviews, interviews shall take place at Employer facilities, or elsewhere if mutually agreed unless an emergency exists which requires the interview to be conducted elsewhere. No employee shall be scheduled for interviews on his/her day off; however, any employee who is interviewed off duty will be compensated.
- 29.7.7 The employee under investigation must, at the time of an interview, be informed of the name of the officer in charge of the investigation and the name of the officer who will be conducting the interview.
- 29.7.8 Unless authorized by statute or policy, no bargaining unit members shall be required to submit to a polygraph examination designed to measure the truthfulness of his or her responses during an investigation of a complaint or allegation of wrongdoing.
- 29.7.9 When a bargaining unit member is questioned or interviewed concerning a complaint or allegation, he or she will be informed, prior to questioning of the nature of the investigation and whether he or she is a witness or subject at that time. All such interviews and questions shall be conducted in a professional manner.
- 29.7.10 A bonafide attempt to interview the complainant shall be made by the Investigator before a Conduct And Procedures Review Meeting is held, unless the complainant is anonymous.

## 29.8 Citizen Complaint

- 29.8.1 Citizens' complaints shall not be investigated unless a Complaint Control Form (NSP 801), or applicable agency form, has been completed and all provisions of the Agency's Policies and Procedures are complied with. A copy of said Complaint Control Form will be provided to the affected bargaining unit member in compliance with Section 29.9.3 hereof unless previously provided. The notice shall be in the form of an NSP 801 & 801A or current form showing alleged violations of policy.
- 29.8.2 NSP 801A shall contact a list of policy and procedure violations which is limited to those provisions which are clearly, in good faith, relevant to the alleged misconduct.

## 29.9 Disciplinary Process

- 29.9.1 A decision of an employee's appropriate supervisor to forward an allegation of misconduct to the Director or designee shall result in the appropriate supervisor not having further decision making involvement into such investigation although the supervisor may make a recommendation as to the appropriate discipline to be administered.
- 29.9.2 Upon completion of the investigation, the completed investigatory file shall be sent

to an impartial supervisor along with a recommendation as to whether the allegations appear to be founded or unfounded. This supervisor shall be unconnected to the investigation, outside of the bargaining unit, and not a witness, investigator for Internal Affairs, complainant. The supervisor shall normally be the Troop or Division Commander, or his/her designee, of the employee whose conduct is under investigation. If the recommendation is that the case is founded, the supervisor will schedule a Conduct and Procedures Review Meeting.

29.9.3 A bargaining unit member scheduled for a Conduct and Procedures Review Meeting shall be notified, in writing, at least fourteen (14) calendar days in advance of the meeting. Such written notification shall inform the employee of:

1. The date, time, and place of the meeting.
2. The complaint or allegation against the bargaining unit member as set forth in any Complaint Control Form (NSP 801 and 801A).
3. The right to receive a copy of his/her interview.
4. The right to review and receive copies of all reports, excluding confidential or privileged information, contained in the case file that may be used against the employee or utilized on his/her behalf at least seven (7) days in advance of the Conduct and Procedures Review Meeting.
5. The right to be represented at the meeting by an attorney, Council representative assigned to the Troop Area, or bargaining unit member assigned to the Troop Area, or any other individual of his or her choice.
6. The right to request witnesses and present documentary evidence in his or her behalf to refute information in the file or to present mitigating circumstances.
7. The right to present further information bearing on any aspect of the disciplinary proceeding in writing within five (5) days after the meeting for consideration and inclusion in the file.
8. The right to waive the Conduct and Procedures Review meeting if the employee elects to do so in writing.

29.9.4 Any written material submitted by a bargaining unit member at a Conduct and Procedures Review Meeting shall be included in the file. Any oral information presented by or on behalf of a bargaining unit member at a Conduct and Procedures Review Meeting shall be recorded on tape by the supervisor conducting such meeting and the tape shall be included in the file. All such information shall be considered by the Agency Director. If a summary or synopsis is prepared by the supervisor or any other new material or report is added to the file after the Conduct and Procedures Meeting, the same shall be presented to the employee and he/she or his/her representative shall have the right to present further written material in response thereto, or a synopsis or summary to rebut or clarify that prepared by the supervisor. This right shall exist until a disciplinary conference is scheduled with the agency

director or until discipline is imposed if no conference is requested. Written or oral information presented by the employee shall not be deliberately withheld for presentation at this late stage of the proceedings.

29.9.5 The current personnel file of the affected bargaining unit member shall accompany any Internal Affairs file or investigatory file forwarded to the Agency Director if so authorized by the affected bargaining unit member to be used as mitigating evidence on his/her behalf. Before making a decision to place an employee on investigatory suspension without pay, the employee shall be given an opportunity to meet with the Superintendent or his/her designee to present information bearing on the propriety of a suspension without pay. The employee may elect to waive this opportunity.

29.9.6 A disciplinary conference shall be conducted between the employee and the agency director prior to the imposition of the disciplinary action if requested by the employee and the recommended discipline is one of those listed as 3., 4., 5., or 6. in paragraph 29.1.1 (suspension and more serious). The employee shall have the right to be represented in the disciplinary conference by an individual of his/her choice or legal counsel. The employee shall be afforded an opportunity in such conference to address the facts or present mitigating circumstances to the Agency Director or designee. The conference can be conducted either telephonically or in person by the Colonel, or if he/she is unavailable, the Lieutenant Colonel. Any discipline ordered or imposed shall be administered to the employee by the Troop or Division Commander or his/her designee.

29.9.7 The Internal Affairs investigation shall be conducted and submitted to the Agency Director within forty-five (45) calendar days of receipt of the complaint at State Headquarters. The final decision on the matter will be given to the affected employee within a total of sixty (60) calendar days of receipt of the complaint at State Headquarters. EXCEPTIONS - Both parties recognize that the complexity and seriousness of allegations require a complete, thorough, and impartial investigation. In order to accomplish this, protect the employee's and the organization's interests, exceptions to the time limits may be necessary. Should an extension be required, the following steps shall be taken:

1. Internal Affairs (or appropriate investigating officer) will request an extension in writing to the Director specifying the reasons.
2. The employee shall receive a copy of such request for extension.
3. The employee shall receive a copy of the approved extension.

29.9.8 No materials or reports involving an allegation shall be entered into any official personnel file nor shall that allegation be used to enhance discipline of the member where the investigation has exonerated the member and/or the allegations were determined to be unfounded or not sustained.

29.9.9 Bargaining unit members shall be allowed to obtain a copy of his or her statements made if such statements are reduced to writing or recorded. A copy shall be provided to the bargaining unit member free of charge and as soon as possible.

29.9.10 All personnel data maintained by the Agency Personnel offices in computer data bases, microfilms, and personnel folders shall be secured in strict conformance with state law governing the confidentiality of information. Information concerning an employee's or former employee's name, position, gross salary, date of hire, date of separation, and agency where employed shall be considered public information. Non-public information may be released to the employee, the employee's supervisory chain of command, and/or agency administrative personnel. Non-public information shall be released to any requesting party provided the employee has signed a release authorization, or a subpoena, or a court order, or legal warrant is served requesting such information.

29.9.11 Copies of any documents obtained by an employee or his/her representative from an Internal Investigation file shall be used solely for the purpose of the disciplinary proceeding or appeals therefrom, and shall not be released to parties outside of the Nebraska State Patrol without the express written approval of the Superintendent and the employee. Any remaining copies not used as evidence shall be returned to the Internal Affairs Division at the conclusion of the disciplinary proceeding or any appeal therefrom. This provision shall not prohibit the employee or his/her representative from employing an expert to review the file for testimonial or evidentiary purposes.

#### 29.10 Disposition

29.10.1 Bargaining unit members under investigation shall be informed, in writing, of the disposition of the investigations conducted.

## ARTICLE 30 - EMERGENCY CONDITIONS

### 30.1 Emergency Conditions

30.1.1 In the event that the Agency Director determines that civil emergency conditions exist, the Agency Director may take whatever reasonable actions may be necessary to carry out the missions of the State in said situations of emergency.

## ARTICLE 31 - SAVINGS CLAUSE

### 31.1 Savings Clause

31.1 If any provision of this Labor 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 this Labor Contract shall remain in full force and effect for the duration of this Labor Contract. The parties shall meet as soon as possible to agree on a substitute provision should any provision of this Labor



Contract be declared unlawful, unenforceable or not in accordance with applicable statutes. If the parties are unable to agree on a substitute provision within 30 days following commencement of the initial meeting, the provision becomes inoperative and the matter shall be postponed until Labor Contract negotiations are reopened.

## ARTICLE 32 - MISCELLANEOUS

The State will provide an opportunity to employees to voluntarily participate in a flexible spending account. Employees may choose to set aside an amount from their paychecks which is not taxed. This money can be set aside in a medical and/or child care account for payment of eligible expenses.

## ARTICLE 33 – VOLUNTARY AND INVOLUNTARY TRANSFER AND RESIGNATIONS

### 33.1 Voluntary Transfer

The Agency will notify personnel where vacancies must be filled. A unit member may volunteer to relocate to fill such a vacancy. When two or more unit members volunteer to move, the most senior unit member shall be granted the position.

33.1.1 At the State Patrol, the Superintendent may grant an officer's request for transfer for reasons of personal hardship to another duty location for reasons of personal hardship. The request shall be made in writing and shall clearly and completely describe the hardship. Hardship transfers will not be granted when another bargaining unit member has previously requested a transfer to a vacancy at the same location based on the provisions of 33.1. The decision of the Superintendent shall be final.

### 33.2 Involuntary Transfer

In the event requests for voluntary transfer do not elicit sufficient response to fill the vacancies of the troop area or district to be increased in strength, the Agency may temporarily transfer the least senior unit member in the troop area or district to fill a vacancy. Temporary shall mean until a permanent assignment can be made.

33.2.1 Bargaining unit members may be transferred to or from the Executive Protection/Capitol Detail Division at the discretion of the Superintendent. Such transfers shall not be subject to Sections 33.1, 33.2 or other provisions of this labor agreement. The decision of the Superintendent shall be final.

### 33.3 Resignation

To resign in good standing, an employee must give written notice to the Agency Head and/or his/her Designee, at least ten (10) work days before separation, unless the Agency Head and/or his/her Designee agrees to a shorter period.

- 33.4 Bargaining unit positions assigned to specialty divisions/positions, and positions in which the primary responsibility is other than traffic or motor carrier enforcement, shall not be governed by Section 33.1 and 33.2 of this agreement. Specialty divisions/positions shall be defined as: Air Wing, Alcohol and Tobacco; Capitol Detail; Carrier Enforcement Hazardous Materials, Safety Review and Training; Communications; Criminal Behavior and Sexual Offender Registry; Criminal Investigations; Criminal Laboratory; Drug Investigations; Executive Protection; Inspections; Intelligence; Internal Affairs; Legislative Liaison; LEIN Coordinator/bomb Coordinator; Liquor Investigations; Police Service Dog Handlers (K9); Policy and Accreditation; Professional Standards; STAN President/Liaison; Training Academy; and Vehicle and Fuel Fraud.

In the event that additional specialty divisions/positions are created in the future, the State and SLEBC shall jointly review the positions and mutually agree as to whether or not the positions should be exempted.

## ARTICLE 34 - DURATION OF AGREEMENT

- 34.1 This Agreement shall be effective on the first day of July, 2001, and shall remain in full force and effect until the 30th day of June, 2003. This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement and shall be extended until such time as a new or modified Agreement is approved by both parties or any other required authority in the manner set forth in the State Employees Collective Bargaining Act except that no salary increases shall be granted under this agreement subsequent to the 30<sup>th</sup> day of June, 2003.

34.1A Joint Survey Information. The Employer agrees to meet with the representative of the Council to further discuss the possibility of a joint survey, the data to be collected, which duties each party would be responsible for, and how the costs would be allocated.

34.1B Demographic Information for Insurance. The Employer will provide demographic information on health insurance sufficient to allow the Council to obtain bids from health insurance carriers in sufficient time to be available for contract negotiations for the contract period of July 1, 2001 through June 30, 2003 if this demographic information can be obtained free of charge from the health insurance carrier or developed from records on file in the State Personnel Department without the development of a data processing program. If any expense or charge will be incurred in procuring the information from the health insurance carrier or if it is necessary to

have the Department of Administrative Services develop a computer program then the Council will pay all of such costs if it determines that it still desires to procure this demographic information under these circumstances.

34.1C The employer shall make available to SLEBC, upon its reasonable request, any information and records relevant to negotiations or as necessary for proper enforcement of the terms of this Labor Contract.

34.2 Negotiations for a new Labor Contract shall be conducted in compliance with the terms of the State Employees Collective Bargaining Act (Neb. Rev. Stat. Sections 81-1369 to 81-1390). Negotiations for the successor Contract shall be conducted utilizing the following procedure:

34.2.1 On or before September 1, 2002, the Council and State shall initiate bargaining for a successor contract. By mutual agreement of the parties the date for the exchange of proposals may be modified.

34.2.2 The time frames contained in this Article may be modified by mutual agreement between the parties.

34.3 It is agreed that this Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue except for substitute provisions as provided in the Savings Clause (Article 31). All subjects referred to in the Management's Rights Clause shall likewise be deemed to have been raised and bargained to a conclusion. All terms of this Agreement are subject to budgetary and/or legislative limitations or changes.

## APPENDIX A

### AUTHORIZATION FOR PAYROLL DEDUCTION STATE LAW ENFORCEMENT BARGAINING COUNCIL

I hereby authorize the deduction of \$\_\_\_\_\_ from my monthly paycheck to be forwarded to the State Law Enforcement Bargaining Council as monthly dues and to ensure benefits as a member in good standing.

Name \_\_\_\_\_ Badge # \_\_\_\_\_  
(Please print) (if appropriate)

Social Security Number \_\_\_\_\_ Date \_\_\_\_\_

Duty Station or Location \_\_\_\_\_ Troop Area or Division \_\_\_\_\_

This authorization will be forwarded to the appropriate agency's accounting office where NEIS Form H-3 will be completed and sent to the Nebraska Employee Information System program office.

Signature

-----

Name \_\_\_\_\_ Badge # \_\_\_\_\_  
 (if appropriate)

Home Address \_\_\_\_\_

Home Telephone Number \_\_\_\_\_

Spouse's Name \_\_\_\_\_

Please complete both portions of this form and return to:

State Law Enforcement Bargaining Council  
237 South 70th Street, Suite 216  
Lincoln, NE 68510

APPENDIX B

REVOCATION OF PAYROLL DEDUCTION  
STATE LAW ENFORCEMENT BARGAINING COUNCIL

I hereby revoke my written authorization for payroll deduction for membership in the State Law Enforcement Bargaining Council.

Name \_\_\_\_\_ Badge # \_\_\_\_\_  
(Please print) (if appropriate)

Social Security Number \_\_\_\_\_ Date \_\_\_\_\_

Duty Station or Location \_\_\_\_\_ Troop Area or Division \_\_\_\_\_

This revocation will be forwarded to the Agency Accounting Office where NEIS Form H-3 will be completed and sent to the Nebraska Employee Information System program office.

\_\_\_\_\_  
Signature

-----  
REVOCATION OF PAYROLL DEDUCTION

Name \_\_\_\_\_ Badge # \_\_\_\_\_  
(if appropriate)

Please complete both portions of this form and return to:

Appropriate Agency Accounting Office

### APPENDIX C - MOVING EXPENSES

Employees who are relocated to another geographical location for the benefit of the employing agency shall be reimbursed for moving expenses. Employees relocating to another geographical area at their own request, for their personal benefit need not be reimbursed for expenses incurred.

Whether or not a relocation is for the benefit of the employing agency shall be determined on an individual basis by the agency head. The decision of the agency head is a non-grievable issue. Promotions may be considered as a benefit to the employing agency.

Payment of moving expenses shall be made only with the prior written approval of the agency head. The written agreement shall include a listing of the items that will be reimbursed.

- a. Eligibility For Reimbursement - The employee's new job location must be 50 miles farther from the employee's old residence than the old residence was from the old job location. If deemed necessary, the agency head may make a request to the Director of Administrative Services for a waiver of this requirement. In order to be reimbursed for any expenses under this policy, the expenses must be incurred by the employee on or after the effective date of this policy and no later than one year from the date the employee is officially transferred to the new duty station.
- b. Taxability of Reimbursement - Certain reimbursements for Qualified moving expenses are excluded from income as Qualified fringe benefits under IRS Section 132. Non-Qualified reimbursed expenses are wages subject to withholding and payroll taxes. Expenses listed under c. (below) have been classified as either Qualified moving expenses (not reportable) or as Non-Qualified (reportable and subject to withholding) expenses. Although Qualified moving expenses are not reportable as income, they must be reported on the employee's W-2.
- c. Expenses Qualifying for Reimbursement -

- 1) Qualified Moving Expenses (*not reportable*)
  - a) Transportation of Household and Personal Goods.
    - i) Actual and reasonable costs of moving household and personal goods defined as furniture, appliances, dishes, cooking utensils, bedding, clothing, lawn and garden tractors/implements, etc. and other items of unusual weight, bulk or value as determined by the Agency Head shall be reimbursed for the costs of a commercial mover (including packing and transit insurance) and temporary storage facilities for up to thirty days. The payment for the type of items moved will be at the agency head's discretion.
    - ii) Actual, reasonable costs may be paid for a self-move at the agency head's discretion including rental of personal property (van, trailers, two-wheel carts, etc.); temporary storage facilities for up to thirty days; and necessary incidentals incurred with the move.

NOTE: When a commercial carrier is to be used in 1) or 2) above, the employee is to obtain firm bids from a minimum of two (2) commercial carriers. Acceptance of a bid will be at the agency head's discretion. Changes incurred for obtaining bids are reimbursable under 1) or 2) above.

- b) Travel to the New Location. Transportation costs and reasonable lodging (excluding meals) as approved by the agency head shall be reimbursed for the employee and all family members living with the employee at the time of the move. Transportation costs may be actual cost or \$.29 per mile for up to 2 cars except that reimbursement in excess of \$.09 is considered taxable income and should be treated as a Non-Qualified moving expense.

NOTE: At the agency head's discretion, reimbursement may be made for reasonable taxable expenses as listed below, limited to no more than \$3,000 in total.

- 2) Non-Qualified Moving Expenses (*reportable and subject to withholding*).
  - a) Travel to the New Location. Meal expenses may be reimbursed for the employee and all family members living with the employee at the time of the move.
  - b) Pre-move House Hunting Trips. Transportation costs (actual cost or \$.29 per mile), reasonable lodging and meal expenses may be reimbursed for the employee and spouse for a maximum of two pre-move house hunting trips.
  - c) Temporary Lodging. Reasonable expenses of occupying temporary lodging (excluding meals) in the new job location may be reimbursed for up to 30 consecutive calendar days or until permanent lodging is established, whichever is earlier.

NOTE: The mileage reimbursement rate of \$.29 is effective for all employees not covered under a collective bargaining agreement, or in which the bargaining agreement does not specify a mileage rate.

- d) Miscellaneous Expenses of Principle Residence Sale/purchase. Usual and

customary expenses may be reimbursed, which may include:

- i) Actual realtor's commission for the sale of the employee's principle residence in the old job location
- ii) Recording Fees
- iii) Title/Abstract Fees
- iv) Documentary Stamp Tax
- v) Appraisal Fee
- vi) Credit Bureau Fee
- vii) Survey Fee
- viii) Inspections
- ix) Utility hook-ups (excluding deposits)

NOTE: No reimbursement shall be made for home improvements, points, loan fees, interest, taxes, liens, etc.

- d. New Employee - The state may reimburse a newly appointed employee, excluding temporary employees, for moving expenses or a portion of these expenses, at the agency head's discretion, provided the employee agrees in writing to remain in the employment of the State for a period of one year.
- e. Resignation - If an employee, whose moving expenses (all or part) have been paid, resigns within 1 year of the move, the agency head may require the employee to reimburse the agency for a portion of the moving expenses, based on the length of time the employee worked for the agency after the move.
- f. Personnel Record - Payment of taxable moving expenses shall be recorded in the NEIS payroll system on an Income Adjustment Form and made a part of the employee's permanent personnel record. The fact that such payment was made shall be signed by the agency director and the employee.
- g. Receipts - Original receipts are required in order to be reimbursed; including closing statement and invoices from vendors (except for meals).

## APPENDIX D - GARRITY WARNING

I wish to advise you that you are being questioned as part of an official internal affairs investigation of the Nebraska State Patrol (or appropriate agency). You will be asked questions specifically directed and narrowly related to the performance of your official duties or fitness for office. You are entitled to all the rights and privileges guaranteed by the laws and the constitution of this State and the Constitution of the United States, including the right not to be compelled to

incriminate yourself. I further wish to advise you that if you refuse to testify or to answer questions relating to the performance of your official duties or fitness for duty, you will be subject to disciplinary action which could result in your dismissal from the Nebraska State Patrol (or appropriate agency). If you do answer, neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in any subsequent criminal proceeding. However, these statements may be used against you in relation to subsequent disciplinary action.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

## [APPENDIX E - PAY PLAN \(ARTICLE 21\)](#)

## APPENDIX F - SALARY PAY LINE ASSIGNMENTS (ARTICLE 21)

<u>Classification</u>	<u>Class Code</u>	<u>Salary Pay Line</u>
Fire Marshal Deputy	L621182	321
Game & Parks Conservation Officer	L645180	323
Liquor Control Inspector	L627880	322/622*
State Patrol Carrier Enforcement Officer	L629581	320
State Patrol Investigation Officer	L642180	322/622*
State Patrol Investigation Sergeant	L642181	324/624*
State Patrol Sergeant	L641183	324



State Patrol Trooper

L641180

322

\*Used in Nebraska Employee Information System (NEIS). See Article 21, Section 21.1.2 and Section 21.2.2.

## APPENDIX G FIRE MARSHAL'S OFFICE

1. At the Fire Marshal's Office, vehicles provided to uniformed Deputies in the bargaining unit shall be uniform in color, preferably red.
2. The State Fire Marshal shall provide a separate business phone for bargaining unit member's home offices. The State Fire Marshal will pay the cost of initial installation and any reinstallation costs for moves that are required by the agency.

IN WITNESS WHEREOF, the parties hereto have set their hands this 18<sup>th</sup> day of May, 2001.

FOR THE COUNCIL

FOR THE STATE

---

Harvey Wiltsey, Chief Negotiator  
State Law Enforcement Bargaining Council

---

Mike Johanns, Governor  
State of Nebraska

---

John Shelton, President  
State Law Enforcement Bargaining Council

---

William J. Wood, Chief Negotiator  
State of Nebraska

---

Sherri Collins-Wimes  
DAS Special Projects Manager  
  
State of Nebraska

---

Sue Dedick  
Labor Relations Representative

State of Nebraska

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