

***Labor Contract Between
The State of Nebraska***

and

*The Health & Human Care Non-Professional Bargaining Unit
The Examining, Inspection and Licensing Bargaining Unit
The Health & Human Care Professional Bargaining Unit
The Engineering, Science & Resources Bargaining Unit
The Maintenance, Trades & Technical Bargaining Unit
The Social Services & Counseling Bargaining Unit
The Administrative Professional Bargaining Unit
The Administrative Support Bargaining Unit
The Protective Service Bargaining Unit*

represented by

***The Nebraska Association of Public Employees
Local 61
of the
American Federation of
State, County and Municipal Employees
(NAPE-AFSCME)***

JULY 1, 2003 - JUNE 30, 2005

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ARTICLE 1 - PREAMBLE

- 1.1 This Contract made and entered into 13th day of May, 2003, at Lincoln, Nebraska, pursuant to the provisions of Chapters 48 and 81, Reissue Revised Statutes of Nebraska, 1943 (R.R.S.) by and between the State of Nebraska (*hereinafter referred to as the Employer*) and the Nebraska Association of Public Employees, Local #61 of the American Federation of State, County, and Municipal Employees (*hereinafter referred to as the Union*), as representative of employees, except as modified by Article 2.2, employed by the State of Nebraska in classes assigned to the following bargaining units as certified by the Nebraska Commission of Industrial Relations (CIR):

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

For purposes of the 2003-2005 Labor Contract between NAPE/AFSCME, Local 61 and the State of Nebraska, the three agencies comprising the Health and Human Services System shall be treated as one agency.

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

- 1.5 Newly established work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven calendar days prior to the effective date of the rule. The Employer agrees to only establish or amend work rules in a reasonable manner. For purposes of this Article, work rules are defined as and limited to rules promulgated by the Employer within its discretion which regulate the job related personal conduct of employees. Work rules shall not conflict with the terms of this Contract. Work rules shall be available, upon request, to bargaining unit employees. Upon request specified work rules will be provided to the Union.
- 1.6 The Agency shall insure that all employees are equally treated with respect and dignity and are afforded the right of privacy when being counseled on performance issues.

ARTICLE 2 - RECOGNITION AND UNION SECURITY

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

their withdrawal. The Union will place the names of those withdrawing on the list of employees as described in 2.7 below.

- 2.6 Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the employing unit. Deductions shall be made only when the employee has sufficient earnings to cover deductions for social security, federal taxes, state taxes, retirement, health insurance, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.
- 2.7 Upon receipt of a list of employees for whom dues deductions are to stop, certified to the Employer in writing by an authorized representative of the Union, the Employer will discontinue the automatic payroll dues deductions from such employees.
- 2.8 No other employee labor organization shall be granted or allowed to maintain payroll deduction for employees covered by this Contract.
- 2.9 The Employer shall submit to the Union a monthly "Agency Deduction Report" listing employees with Union dues deductions both in paper and in floppy disk format.
- 2.10 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of section 2.5 through 2.9, and section 2.14.
- 2.11 **Bulletin Boards:** The Union shall be afforded space on accessible existing and new bulletin boards mutually agreed by the parties to be used for posting of general employee information.
- 2.12 Union Stewards, as defined in Article 6, whose names have been certified to the Employer in writing, may, during non-work time, post Union notices on such bulletin boards. Except in locations where stewards have been designated, the Union may also certify to the Employer certain bargaining unit employees, who shall be called Bulletin Board Representatives. Bulletin Board Representatives shall perform their sole function of posting Union information on bulletin boards on non-work time. Material to be placed on the bulletin boards shall be limited to notices of the Union's recreational, educational and social affairs, notices of Union elections, appointments and results of Union elections and notices of Union meetings. Notices not to exceed one typewritten page, meeting the criteria to be placed on bulletin boards, will be placed on office vision or a state authorized e-mail system, and sent to the appropriate users by the Employee Relations Division, when requested by the union. In situations where the notice is to be sent to a restricted group of users, the union will supply the Employee Relations Division with a list of such users and their office vision numbers. No more than two notices per week shall be published in this manner unless additional notices are approved by the Employee Relations Division. Employees may not respond to notices via office vision or any state authorized e-mail system. All notices other than those indicated above, shall be presented to the Agency Head and/or his/her Local Designee for approval. The agency shall provide notice of decision within one work day. Such notices, if approved, shall

indicate both posting and removal dates. The Union will be responsible for posting and removal of all Union notices.

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

- 3.10 The right to create, establish, change, modify and discontinue any State function, operation or division.
- 3.11 The right to establish, implement, modify and change financial policies, accounting procedures, contract for goods and/or services, public relations and procedures and policies for the safety, health and protection of property, personnel or client interests.
- 3.12 The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures or policies.
- 3.13 The right to determine and enforce employee quality and quantity standards.
- 3.14 The right to introduce new or improved methods, equipment, technology or facilities.
- 3.15 The right to develop alcohol and drug testing programs.

(Department of Correctional Services employees covered by this Contract see Appendix M for alcohol and drug testing provisions.)

(Department of Roads employees covered by this Contract see Appendix D for alcohol and drug testing provisions.)

ARTICLE 4 - GRIEVANCE PROCEDURE

- 4.1 A grievance is a written complaint alleging a violation involving the application and interpretation of the provisions of this labor contract.
- 4.2 A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Contract involved. The grievance shall be presented to the first level of supervision outside the bargaining unit and will be typed or printed legibly (on forms mutually agreed upon by the Employer and the Union, and **furnished by the Union**). The grievance form will state the name of the employee(s) authorizing the filing of the grievance and all grievances shall be signed by at least one aggrieved employee. An aggrieved employee shall have the right to a Union Representative appointed by the Union. Nothing contained herein shall prevent an aggrieved employee from filing a grievance on behalf of a class of similarly situated employees.
- 4.3 Any bargaining unit employee shall have the right to meet and resolve his/her individual complaint with the Employer.
- 4.4 Failure to file a grievance at any of the three steps within the established time limits shall cause the employee to forfeit grievance rights on the issue in question unless the Employer, in its discretion, extends the time limit. Should an employee fail to properly file a grievance form, the first level of supervisor on duty and outside the bargaining unit shall notify grievant of such failure and stay the time limit for filing a grievance for no more than two additional work days beyond the day the supervisor informed the employee that the grievance had been improperly filed. Failure to answer a grievance shall be deemed a denial of the relief requested and the grievant may forward the grievance to the next step.

- 4.5 **STEP 1.** Within fifteen workdays of the occurrence of the grieved action (or from the day the employee should have known about the action) the employee shall present a formal written grievance (on the grievance form) to the first level of supervision outside the bargaining unit, by delivery of the grievance to an individual in the supervisor's office or through the U. S. Postal Service. In termination cases or in cases of mutual agreement between the parties, the original grievances shall be filed at Step 2.
- 4.6 If the first level supervisor on duty outside the bargaining unit is the person who made the decision causing the grievance, that supervisor on duty shall confer, unless the employee is unavailable, with the grievant either in person or by telephone, and prepare a written reply on the grievance form within ten (10) workdays of receiving the grievance. If the first level supervisor on duty outside the bargaining unit did not make the grieved decision, he/she shall note that fact on the form, sign it, and forward it to the person who made the decision within two (2) workdays, skipping any levels of intermediate supervision on duty. When the agency head is the decision maker and the first level supervisor has been by-passed, the agency head will issue a decision in fifteen (15) workdays from the agency head's receipt of the grievance.
- 4.7 The decision-maker shall confer, unless the employee is unavailable, with the grievant either in person or by telephone, then reply in writing on the grievance form (or an attachment) within ten (10) workdays of delivery of the grievance. The decision-maker shall be responsible for consulting with all necessary levels of supervision in preparation of his/her written response to the grievant.
- 4.8 **STEP 2.** If dissatisfied with the decision maker's reply, the grievant has ten workdays to appeal the decision to the Agency Head and/or his/her Designee.
- 4.9 The Agency Head or Designee shall confer, unless the employee is unavailable, with the grievant either in person or by telephone, and issue a decision within fifteen work days of receipt of the grievance. Telephone conferences shall only be conducted by mutual agreement of the parties.
- 4.10 **STEP 3.** Within fifteen workdays of receipt of the decision in Step 2, the grievant may appeal said decision through the Administrator of the DAS - Employee Relations Division. At the time said appeal is filed, the grievant and/or representative and the Administrator of the DAS Employee Relations Division may mutually agree to submit the dispute to voluntary binding arbitration otherwise the dispute shall be submitted to the State Personnel Board as established by NEB. REV. STAT. 81-1318 - 1319 (Reissue 1987). The Administrator of the DAS Employee Relations Division retains the discretion to order that individual cases be processed through the State Personnel Board procedure.
- 4.10.1 Cases in which the grievant chooses not to participate in voluntary binding arbitration shall be processed through the State Personnel Board procedure.
- 4.10.2 **MINI HEARING PROCESS.** When an appeal has been submitted to the Administrator of the DAS Employee Relations Division, and before a hearing officer/arbitrator is appointed, the Administrator of the DAS Employee Relations Division or his/her designee may confer with the Union representative, or grievant, if the grievant chooses

not to be represented by NAPE/AFSCME or any other representative, and the Agency representative to discuss and attempt to informally resolve the grievance. In cases where the grievant is not represented by the union, a union representative may attend the hearing and observe. A copy of the written decision shall be sent to the union. Cases pending at the third step which have not been assigned to a hearing officer or set for hearing shall proceed through this process. This conference (mini-hearing) shall be informal and the rules of evidence shall not apply. All exhibits that the Agency or Grievant want the Administrator of the DAS Employee Relations Division/Designee to consider must be received by the DAS Employee Relations Division and the opposing party a minimum of three days before the mini-hearing. If either party does not comply with this time limit, the Administrator of the DAS Employee Relations Division/Designee may impose sanctions. Neither party may be represented by anyone licensed (active or inactive) to practice law in the State of Nebraska at this conference.

- 4.10.3 The Administrator of the DAS Employee Relations Division or his/her designee may request a conference with the parties to discuss resolution of the grievance and shall have the authority to interview witnesses or require documents and other items to be produced prior to the conference. In cases involving discipline, the agency shall present its case first and in all other cases the grievant shall present his/her case first. However, the intent of the parties is that the matter be considered at this step in an informal manner and be resolved as expeditiously as possible.
- 4.10.4 After the conference and a review of the grievance and other documents submitted by the parties, the Administrator of the DAS Employee Relations Division or his/her designee shall issue a written decision to the parties to reverse, modify or uphold the answer made by the Agency Head at Step 2. This decision shall be issued within 20 workdays of the conference and shall include a description of the events giving rise to the grievance and the rationale upon which the decision is made. If a written decision is not rendered within 20 workdays, either party may request the grievance be heard before the hearing officer/arbitrator, as appropriate. This decision shall not constitute a part of the appeal record if the matter is heard by an arbitrator or a hearing officer.
- 4.10.5 If either party is not satisfied with the decision made by the Administrator of the DAS Employee Relations Division or his/her designee, that party shall give notice that the appeal be heard by a hearing officer/arbitrator, depending upon which process the grievant has chosen or is required to follow, by filing a notice with the Administrator of the DAS Employee Relations Division in the office of the Employee Relations Division within 7 workdays of receipt of the decision from the Administrator of the DAS Employee Relations Division or his/her designee.
- 4.10.6 If notice is not received within the prescribed time frames, the decision of the Administrator of the DAS Employee Relations Division or his/her designee shall be considered final.
- 4.10.7 If a party appeals a grievance decision to the third step and fails to pursue the matter through the process, due to any of the following reasons: refuses or neglects to choose an arbitrator or hearing officer; refuses or neglects to sign the documents indicating the choice of hearing officer or arbitrator; or refuses or neglects to sign the documents promising payment to the hearing officer or arbitrator, the Administrator of the DAS

Employee Relations Division shall notify such party, by first class U.S. Mail, of the omission and that if it is not corrected within 45 calendar days from the date of the letter, the grievance appeal shall be dismissed. If the omission is not corrected within 45 calendar days then the Administrator of the DAS Employee Relations Division shall dismiss the case.

- 4.10.8 **Voluntary and Binding Arbitration:** If the grievant chooses to submit the appeal to voluntary binding arbitration, he/she shall sign a waiver indicating he/she acknowledges that the decision of the arbitrator is final, except as provided in the Uniform Arbitration Act, and cannot be appealed. If the waiver is not filed within ten working days of the appeal being filed at Step 3, it shall be presumed that the grievant does not wish to participate in voluntary binding arbitration, and the appeal shall be processed through the State Personnel Board hearing process.
- 4.10.9 The arbitrator's scope of review shall be to determine whether or not term(s) of this Contract has/have been violated, and whether the Agency's action was taken in good faith and for cause. Arbitration hearings shall be informal and the rules of evidence shall not apply. The parties may be represented by attorneys in arbitration hearings. In cases involving discipline, the agency shall present its case first, and in all other cases the grievant shall present his/her case first. The decision of the arbitrator shall be final and may not be appealed. The arbitrator shall decide the grievance in question based upon the issues presented in the written grievance filed pursuant to the grievance procedure. The arbitrator may interpret relevant provisions of this Contract and apply them to the particular case presented to him/her, but the arbitrator shall have no authority to add to, subtract from, or in any way modify the terms of this Contract or any agreements made supplementary hereto. The arbitrator shall have the authority to order reinstatement and to award back pay. The fee and expenses of an arbitrator employed by the Administrator of the DAS Employee Relations Division shall be borne equally by the parties. Arbitrators shall be selected from lists developed and mutually agreed upon by the parties. If the parties cannot agree upon an arbitrator, a method of alternate striking of names shall be employed.
- 4.10.10 The Administrator of the DAS Employee Relations Division/designee shall have the authority to set time limitations for: the length of time within which an arbitrator must be chosen; the amount of time the parties will have to present their case (although each party will receive the same amount of time); the time within which a case must be heard after an arbitrator is appointed; the length of time that will be allowed for the parties to submit post hearing briefs; and the period of time after a hearing within which the arbitrator must enter his/her decision. Post hearing briefs shall not be allowed in any case unless the parties and the arbitrator are all in agreement as to the need for such briefs.
- 4.10.11 The decision of the arbitrator shall be made in writing within 60 calendar days of the hearing and shall include findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. Parties to the proceeding and the DAS Employee Relations Division, shall receive a copy of the decision by first class U.S. Mail. The Arbitrator's decision will become public record upon submittal to the parties. If the arbitrator does not render a decision within 90 calendar days from the date the arbitration hearing was held, a penalty of \$50 per day will be imposed and deducted from the arbitrator's fee for each day over 90 calendar days the

decision is late, until the decision is received. This penalty may only be waived upon mutual agreement of the parties and the Administrator of the DAS Employee Relations Division.

- 4.10.12 **Hearing Officer/State Personnel Board Hearing:** The Board's scope of review shall be to determine whether or not term(s) of this Contract has/have been violated, and whether the Agency's action was taken in good faith and for cause. The Board shall decide the grievance in question based upon the issues presented in the written grievance filed pursuant to the grievance procedure. The Board may interpret relevant provisions of this Contract and apply them to the particular case presented to it, but the Board shall have no authority to add to, subtract from, or in any way modify the terms of this Contract or any agreements made supplementary hereto. The Board shall have the authority to order reinstatement and to award back pay. The fee and expenses of any hearing officer employed by the State Personnel Board shall be borne equally by the parties. In cases involving discipline, the agency shall present its case first and in all other cases the grievant shall present his/her case first. Hearing officers shall be selected from lists developed and mutually agreed upon by the parties. If the parties cannot agree upon a hearing officer, a method of alternate striking of names shall be employed.
- 4.10.13 The Administrator of the DAS Employee Relations Division/designee shall have the authority to set time limitations for: the length of time within which a hearing officer must be chosen; the amount of time the parties will have to present their case (although each party will receive the same amount of time); the time within which a case must be heard after a hearing officer is appointed; the length of time that will be allowed for the parties to submit post hearing briefs; and the period of time after a hearing within which the hearing officer must enter his/her decision. Post hearing briefs shall not be allowed in any case unless the parties and the hearing officer are all in agreement as to the need for such briefs. The recommended decision of the hearing officer shall be made in writing within 60 calendar days of the hearing and shall include findings of fact and conclusions of law. The findings of fact shall consist of a concise statement of the conclusions upon each contested issue of fact. The DAS Employee Relations Division and NAPE/AFSCME, shall receive a copy of the decision by first class U.S. Mail. If the hearing officer does not render a recommended decision within 90 calendar days from the date the appeal hearing was held, a penalty of \$50 per day will be imposed and deducted from the hearing officer's fee for each day over 90 calendar days the recommended decision is late, until the recommended decision is received. This penalty may only be waived upon mutual agreement of the parties and the Administrator of the DAS Employee Relations Division.
- 4.10.14 If either the grievant or the involved agency should choose to appeal from the decision of the Personnel Board, the appeal shall be brought pursuant to the Nebraska Administrative Procedure Act.
- 4.11 **Discovery:** At any stage after a grievance is put into writing, the employee and/or the Agency has the right to request discovery relevant to the grievance. The employee and/or the Agency may take the deposition of any witnesses or the other party and may make requests for admissions, documents or interrogatories which are relevant to the grievance. Discovery requests not made pursuant to a timely and properly filed grievance will be returned to the requesting party without action, other than a statement of the reason for such return.

- 4.12 Both parties must provide the other party and the arbitrator/hearing officer with a listing of all exhibits to be introduced at the hearing, a copy of each exhibit and a listing of individuals that the party plans to call as a witness in the arbitration/hearing five calendar days prior to the hearing.
- 4.13 Such requests and/or notice shall be addressed to the party from which the discovery is sought. Only discovery requests which are relevant or would lead to relevant evidence for the grievance will be granted; however, in no case will discovery be granted which seeks evidence which is recognized as privileged by the Courts of this State.
- 4.14 Discovery requests must be provided within 10 workdays of receipt of request, unless objections are entered.
- 4.15 Either party may object to discovery requests. Objections to such requests must be made, in writing, to the Administrator of the DAS Employee Relations Division within five workdays of receipt of the request. The Administrator of the DAS Employee Relations Division, or his/her designee, shall meet with the representative of the employee (or with the employee if he/she is unrepresented) and a representative of the Agency in an attempt to reach agreement on the objection to the discovery request. Should the parties be unable to resolve the objection, the Administrator of the DAS Employee Relations Division or his/her designee shall enter a written decision as to whether the objection shall be granted or denied. Either party has 15 workdays to comply/respond to a Decision/Order issued by the Administrator of the DAS Employee Relations Division, or an arbitrator, on an Objection to Discovery, unless the parties mutually agree to another date. If either party does not agree with the DAS Employee Relations Division Administrator's decision, such decision may be appealed to the arbitrator/hearing officer level within five work days of receiving the DAS Employee Relations Division Administrator's decision, and the matter will be heard by the arbitrator/hearing officer. If an arbitrator/hearing officer has not been appointed, the parties will choose one in an expeditious manner so that the objection to discovery may be resolved.

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

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

- 4.16 Within five (5) workdays of receipt of the discovery requests, the requesting party shall notify the answering party of any failure on the part of the answering party to properly respond to the request.
- 4.17 The failure to respond to any discovery requests may result in the answering party being denied the right to introduce the requested evidence during any Appeal hearing or other appropriate sanctions may be imposed.
- 4.18 Subpoenas (Hearing Officer/Board). If either party to a grievance hearing before the Personnel Board or designated representative wishes to use any individual as a witness in the presentation of their case, they may request the Personnel Board, through the Director of DAS State Personnel, to subpoena the attendance of the witness. Request forms for subpoenas are available in the DAS Employee Relations Division and must be submitted at least 8 calendar days prior to the hearing. Notice of less than eight calendar days shall not guarantee witness attendance. The requesting party or their representative is responsible to serve the subpoenas on the employee(s) sought to be a witness. The subpoenas are to be served on the employee at least four (4) workdays before the scheduled hearing. The Personnel Board or designated representative may limit the number of witnesses either party may call to testify, considering relevancy of proposed testimony and whether or not it would be repetitious. The cost of serving any subpoenas shall be paid by the requesting party. The parties shall not be required to serve subpoenas by the process set out in statute, but may serve them in person or by first class U.S. mail.
- 4.18.1 Subpoenas (Arbitrators). If either party to a grievance hearing before an Arbitrator or designated representative wishes to use any individual as a witness in the presentation of their case, they may request the Arbitrator to subpoena the attendance of the witness. Request forms for subpoenas are available through the arbitrator and must be submitted at least eight (8) calendar days prior to the hearing. Notice of less than eight (8) calendar days shall not guarantee employee attendance. The requesting party or their representative is responsible to serve the subpoenas on the employee(s) sought to be witnesses. The subpoenas are to be served on the employee at least four (4) workdays before the scheduled hearing. The arbitrator may limit the number of witnesses either party may call to testify, considering relevancy of proposed testimony and whether or not it would be repetitious. The cost of serving any subpoenas shall be paid by the requesting party. The parties shall not be required to serve subpoenas by the process set out in statute, but may serve them in person or by first class U.S. mail.
- 4.18.2 Employees who are subpoenaed to attend an appeal hearing or arbitration shall be granted time off from their assigned duties to appear and all hours in attendance shall be considered work time.
- 4.19 Any meeting held pursuant to the grievance procedure may be taped if the parties to said grievance mutually agree to the taping.
- 4.20 Agencies shall, upon receiving a written request from the grievant or his/her representative, provide to the grievant, at least two (2) workdays prior to the Step 1 and Step 2 meeting, an abstract of the Agency disciplinary records concerning the same or similar offenses and the type of punishment administered. This abstract shall only contain offenses committed by the bargaining unit members. The grievant or his/her representative must request said abstract at least eight work days prior to the third step

hearing, and the abstract shall only consist of Agency disciplinary records concerning the same or similar offenses and the type of punishment administered for two years prior to the offense in question. The grievant and/or his/her representative shall only be given one abstract during each grievance process.

- 4.21 In all grievances where the Union is representing an employee, the employer shall not discuss the grievance with the employee without the Union present, unless the meeting is held at the employee's request.

ARTICLE 5 - LAYOFFS AND RESIGNATIONS

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

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

- a. Eliminating unfilled, funded positions.
 - b. Reducing layers of bureaucracy and re-directing resources to the front-line positions.
 - c. Providing re-training/transfer opportunities within the agency.
 - d. Reducing the work force by attrition.
- 5.2 Within three workdays of issuing the layoff notices to affected employees, the Agency shall meet with the Union regarding the layoff. An overall layoff plan shall be provided to the Union at least five work days prior to the meeting between the Union and the Agency. The Union agrees to keep such advance information confidential until affected employees receive layoff notice from the Agency.
- 5.3 Each employee affected by a layoff shall be provided as much advance written notice as feasible, but shall not be provided notice less than fifteen workdays prior to the effective date of the layoff except in circumstances beyond the control of the Agency, such as: revenue shortfalls, loss of federal funds, and natural disasters.
- 5.4 The layoff notice shall be provided to affected employees fifteen workdays prior to the date of layoff, and shall at a minimum include:
- a. the reason for the layoff;
 - b. the effective date of layoff;
 - c. the seniority list of bargaining unit members affected; and
 - d. bumping rights.
- 5.5 When a layoff occurs the following rules shall apply:
- a. The Agency shall identify the affected classes, positions, and work locations, and shall establish bumping rights by facility, and/or geographical area, and/or bargaining unit, and/or by Division and/or by total Agency in order to provide the most efficient continued operation of the Agency. Such bumping limitations must be specifically defined and pre-set in the Agency layoff plan. If no other options exist, then under Section 5.6.c.6 and 5.6.c.7 the employee may bump agencywide.

- b. The order of layoff will be based on service anniversary date as adjusted for leaves of absence, layoffs, suspensions, unpaid leaves of more than 14 calendar days, except for military leave. Time spent as an intermittent or temporary employee is not counted. If both employees have the same service anniversary date then the tie shall be broken by lot.
 - c. If bumping to an occupied position, the person being displaced must be the least senior employee in that classification and geographical area;
 - d. Bumping to a higher salary grade is not allowed unless the employee actually performed the duties of the higher level position and was reclassified to a lower salary grade within the previous twenty-four months for other than disciplinary or voluntary reasons.
 - e. Bumping shall not take place between agencies.
 - f. Bumping shall be limited to positions covered by this contract except as determined otherwise by the Agency Head and/or his/her Designee.
 - g. Non-bargaining unit employees shall not bump into positions in the bargaining unit as allowed in Section 5.6 of the labor contract. Employees not covered by these bargaining units who are subject to layoff due to an agency reorganization may fill vacant positions covered by this contract, only after these vacant positions are offered to bargaining unit employees subject to layoff.
 - h. The agency plan may not layoff permanent employees in the affected class(es) in the affected geographical area until all temporary employees, with the same funding source, within that classification and within 25 miles of the worksite have been released.
- 5.6 Subject to the limitations of the agency layoff plan, the rights of the laid off employee shall be in the following sequential order:
- a. If there is a vacant position in the same class within 25 miles, the employee shall, if qualified, in order of seniority, be given the opportunity to select such a vacancy or exercise their bumping rights. If more than one vacancy exists in the same class, the employee may choose which vacancy they want to fill. In no event shall an employee be required to accept a transfer or reassignment in excess of twenty-five miles from their current work location. Employees may, if qualified, voluntarily accept a vacant position of the same class more than 25 miles away.
 - b. In lieu of bumping, an employee may transfer to a vacant position of the same or lower salary grade which the employee is qualified to hold. If more than one vacancy exists in the same class, the employee may choose which vacancy they want to fill. Affected bargaining unit employees with the highest seniority shall have first choice. The salary of the employee selecting transfer shall be set in accordance with section 5.7 of this Article.

- c. In order to provide the most efficient continued operation of the Agency, if there is no vacancy in the same class and if the employee does not transfer to a vacant position of the same or lower class or if no vacancies exist, employees occupying positions designated for layoff and who elect to exercise his/her bumping rights shall, except in situations where specific job related factors are involved, bump employees with the least seniority in the following sequence:
 - 1. positions of the same class; In any agency when two or more employees of the same class are being laid off concurrently, the employee with the most state seniority shall have the first choice of the positions eligible to be bumped into. The positions eligible to be bumped into shall equal the number of positions of the same class in the agency which will remain occupied, or the total number of positions being reduced, whichever is the smaller number. The positions eligible to be bumped shall be the ones occupied by employees with the least state seniority.
 - 2. positions within the same class series of a lower salary grade;
 - 3. positions within classes the employee occupied within the previous 24 months of an equal or lower salary grade;
 - 4. positions within the same class series as the employee occupied within the previous 24 months of a lower salary grade.
 - 5. positions in a higher salary grade if the employee actually performed the duties of the higher level position and was reclassified to a lower salary grade within the previous 24 months for other than disciplinary or voluntary reasons.
 - 6. positions of the same class at any Agency location occupied by an employee with the least seniority in that class.
 - 7. positions of a lower class in the same series at any Agency location occupied by an employee with the least seniority in that class series.
 - 8. previously held positions in other agencies within the last 24 months if the employee's duties and responsibilities were reassigned from one agency to another agency.
 - d. Agencies shall provide employees occupying positions designated for layoff a minimum of seven calendar days to respond to bumping options.
 - e. Employees who are bumped from their positions shall be able to exercise their rights as outlined in Section 5.6. The seniority of an employee shall be based on service anniversary date.
- 5.7 Employees bumping to a lower salary grade in lieu of layoff shall, at the discretion of the Agency Head and/or his/her Designee, have their salary reduced in accordance with Section 11.11. Employee's salaries in cases of layoffs shall not exceed the maximum rate for the new salary grade after bumping.

- 5.8 Employees or former employees who have been laid off are eligible for reinstatement to their previous class or to a lower class within the same series for 24 months after layoff. The right of reinstatement to the previous or lower class with the same series means that any employee laid off shall be offered a vacant position in the previous or lower salary grade in the same series from which he/she was laid off, provided he/she meets the minimum qualifications for the vacancy before a new employee may be hired or current employee promoted.
- 5.9 Any employee laid off shall be offered a position in the classification from which he/she was laid off, provided he/she meets the minimum qualifications for the position before a new employee may be hired for such position by the Agency if such opening becomes available within 24 months of the employee's layoff. If the employee was exempt from the current minimum qualifications for the position before the employee was laid off, the employee shall be exempt from the current minimum qualifications for purposes of recall. Employees or former employees declining reinstatement to a position of a lower class within the same series shall be given the opportunity to be reinstated to a position of their previous class, if positions become available within the 24 month period.
- 5.10 Former employees who were laid off, or employees who transferred to another position in lieu of layoff, shall be reinstated in the reverse order from which they were laid off or transferred. The Agency shall maintain a list of laid off employees eligible for reinstatement.
- The agency shall place employees on a re-call list for the class from which they were laid off. Employees may designate that they do not wish to be recalled to positions located at work sites in excess of 25 miles of their original work site. Employees who decline to be recalled twice shall be removed from the recall list and shall no longer have recall rights.
- 5.11 Those desiring to be reinstated shall, following notification by certified mail of the availability of a position, notify the Agency Head and/or his/her Designee in writing of the acceptance or refusal of the position within seven calendar days. It is the responsibility of the employee or former employee to inform the Agency of any change in address. Failure to receive notification of a position's availability because of an address change shall not cause the seven calendar day reply period to be lengthened.
- 5.12 Employees or former employees refusing a position of their previous classification and location or not acting to notify the Agency Head and/or his/her Designee of acceptance or refusal, forfeit any reinstatement rights.
- 5.13 Employees or former employees reinstated within 24 months to a position of their previous classification (held at the time of layoff) shall return at the step in the pay grade they formerly occupied. Employees reinstated shall not be required to serve an original probationary period, unless this probationary period was not completed prior to layoff. In those instances where the employee was serving a probationary period upon layoff, the probationary period will be completed upon reinstatement.
- 5.14 The service date for reinstated employees shall be adjusted by the number of days in a non-paid status.

- 5.15 Employees reinstated during the 24 month period shall retain all previously accumulated sick leave, except that employees who have previously received payment for one-quarter of their sick leave balance shall start with a zero sick leave balance. Employees eligible for retirement who are laid off shall have the option to defer the payment of one-quarter of their sick leave account for up to 24 months. Should the laid off employee return to state employment within 24 months, the employee's sick leave balance and service date shall be reinstated (minus time in a non-pay status). Should the laid off employee not obtain further state employment at the end of the 24 month period, the agency from which they left shall pay them one-quarter of their sick leave account.
- 5.16 Layoff provisions do not apply to voluntary or involuntary furloughs of less than a total of thirty (30) work days, within a six month period. In cases of involuntary furlough, employees will be furloughed starting with the least senior employees within classification of the affected program area and work unit. In order for this to be implemented, the Governor shall approve all furloughs.
- 5.17 Furlough is defined as placing an employee in a temporary non-duty, non-pay status because of lack of funds. An intermittent furlough is a furlough action in which the non-duty, non-pay status occurs discontinuously over a period of time (e.g. one work day per month for a six month period) rather than consecutively.
- 5.18 Furloughs shall not adversely affect an employee's health insurance premium contributions and service anniversary date, nor shall leave earnings be prorated as a result of the furlough.
- 5.19 **Resignations.** To resign in good standing, an employee must give written notice to the Agency Head and/or his/her Designee at least ten workdays before separation unless the Agency Head and/or his/her Designee agrees to a shorter period. Employees providing less than ten days written notice prior to separation may be considered as separated not in good standing.
- 5.20 The Employer agrees that it will not replace current employees, while they are employed by the State, with workfare clients or interns.
- 5.21 **State Re-employment Program.** When filling a position externally, agencies employing positions covered by this labor contract will ensure that priority consideration is given to laid-off State employees who have opted for participation in the State re-employment program. To be eligible, an employee must enroll in the program within 30 days of the effective date of the layoff. In order for a participant in the re-employment pool to receive priority consideration for State employment, the employee must apply for the position in question, which must be at the same or a lower salary grade than the employee's prior position, observing timeframes and guidelines identified in the job listing. Priority consideration shall mean offering employment to employees when the above criteria is met and the employee meets the minimum qualifications as identified in the job listing.

- 5.22 Employees accepting employment through the program may, at the Agency Head's discretion, be required to serve an original probationary period for any position which is secured utilizing priority consideration of the re-employment pool. The laid off employee shall remain in the State re-employment program until he/she is offered a permanent position and accepts or declines the position. If the employee accepts the position and then does not complete original probation, the employee shall have the right to re-enter the State re-employment program one additional time. If the employee declines a permanent position after re-entering the program, the employee will no longer be eligible to participate in the program.

ARTICLE 6 - UNION REPRESENTATIVES

- 6.1 Employees selected by the Union to act as employee representatives shall be known as "stewards." The names of employees selected as officers and stewards, and the names of other official non-employee Union representatives (employees of the Union) who may represent employees shall be certified in writing to the Employer and the Agency involved by the Union on July 1 of each year. The listing shall include the assigned area of Union responsibility for each steward. The Employer and the Agency involved shall be made aware of any changes in the above names and assignments as they occur. Management will be under no obligation to apply the provisions of this Section to any person not on this list.

- 6.2 Stewards shall be reasonably distributed throughout Agencies and shifts to allow proper support for employees. However, no two stewards may actively process the same grievance or any other matter at the same time. At the request of the Union a second non-compensated steward may observe for training purposes.

When there is no agency steward available at the employee's work location, the employee may, upon request, and with the mutual agreement of the agencies involved, be represented by the closest available steward in the employee's agency or a steward from another agency, if the steward from the other agency is closer than the one from the employee's agency.

- 6.3 **Union Staff Activity:** The Employer agrees that non-employee representatives of the Union (Union employees), provided they have been certified in writing to the Employer, and have first obtained permission from the Agency or its designated representatives (permission shall not be unreasonably denied), shall be allowed during working hours on the Employer's premises, with no harassment to:

- a. Post Union notices on designated bulletin board space as prescribed elsewhere in this Article (Stewards and/or Union officers may do so only during non-work time.);
- b. Meet with employees on non-work time, in non-work areas, including break time in non-work areas;
- c. Attend meetings scheduled as provided in the grievance procedure of this Contract;
- d. Consult with the Agency;

- e. Consult with local Union officers or stewards, after such employees receive permission from the first level of supervision outside the bargaining unit, concerning the enforcement of any provisions of this Contract and be provided a private meeting room, if requested, if available, and shall not be unreasonably denied. Such activities shall not interrupt the work of the Agency.
- 6.4 When requested by an employee, a steward may investigate any alleged grievance in his/her assigned area and assist in its presentation, unless another Union steward is performing this function. The steward shall be allowed up to twelve hours per month of paid work time, which shall include any travel time necessary, and to the extent possible, the use of vacation or compensatory time for this purpose with prior approval of the supervisor. The supervisor shall not unreasonably withhold approval. The steward or Union officer shall notify that supervisor upon return to work. The twelve hours per month is neither transferable nor cumulative, and shall be limited to the steward's normal work week. Stewards may use steward time for discussion of work rules per Section 1.5 with the agency personnel representatives and for management investigatory meetings per Section 10.6.
- 6.5 To the extent possible, all meetings relative to grievances shall be scheduled during or contiguous to the grievant's normal working hours.
- 6.6 Employees may discuss grievances and complaints with stewards for reasonable amounts of time during their regular work shift without loss of pay, providing that the supervisor has authorized the absence. The employee shall notify that supervisor upon return to work.
- 6.7 Union officers and stewards not to exceed two at any one time from any assigned area as identified in the Appendix and provided a forty-eight hours notice is presented in writing by the Secretary or the Chairman of the Union to, and is approved by the supervisor, will be granted leave of absence, accrued vacation or compensatory time, election of type of leave up to employee, for up to two workdays in order to attend Union business. Such leave shall not be unreasonably denied.
- 6.8 Bargaining unit employees who are the authorized delegates of the local Union, not to exceed one from each bargaining unit, to a State NAPE/AFSCME or International Union Convention, seminar, or other union activity, may, with approval of the Agency Head and/or his/her Designee, be granted a leave of absence, accrued vacation or compensatory time, election of type of leave up to employee for such purpose. Such leave shall not be unreasonably denied. Such leave shall not exceed fourteen calendar days during the term of this Contract.
- 6.9 The Employer agrees to include a Union orientation notice in the packet of material provided to new employees, such notice to be supplied voluntarily by the union. Upon a request from the Union, the Employer will provide an opportunity for a Union representative to meet with new employees for up to twenty (20) minutes at the close of the orientation session, or where orientation is not provided, to meet with new employees for up to twenty (20) minutes during the work day, in a non-work space normally used for employee meetings. Attendance by new employees at such meetings shall be voluntary. Stewards may use steward time for orientation when it occurs during their normal work time.

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

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

ARTICLE 7 - WORK SCHEDULE

- 7.1 **Work Schedules:** Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations.
- (Health and Human Services System employees covered by this Contract see Appendix C for work schedule provisions.)
(Department of Correctional Services employees covered by this Contract see Appendix M for work schedule provisions.)
- 7.2 The Employer shall provide ten work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency. (An emergency is defined as an unexpected, unforeseen or unanticipated event.) Non-permanent work schedule changes may be made by the Employer in order to respond to emergency staffing needs. At an employee's request, the reason for permanent change of schedule will be provided.
- (Department of Correctional Services employees covered by this Contract see Appendix M for work schedule provisions.)
- 7.3 **Flex Time:** Agencies shall, where practicable, establish flex time work schedules for their employees. Such flex time work schedules shall guarantee the Employer's ability to provide services, to meet all workload demands as defined by the Employer, and to the extent practicable, meet employees' personal scheduling preferences. Approval of such requests shall not be unreasonably denied.
- 7.4 **Job Sharing:** Job sharing may be allowed by mutual agreement of the Agency Head and/or his/her Designee and the employees involved. The Employer will attempt to maintain job sharing arrangements in effect as of the effective date of this contract for as long as is practicable and both involved employees remain employed in their current positions.
- 7.5 **Meal Periods:** All employees shall be granted an unpaid meal period of at least thirty minutes in duration or at the Employer's discretion, a paid meal period in those situations where qualified relief is not available. Where practicable, the Employer will attempt to schedule the meal period at approximately the middle of each shift. Requests to adjust the schedule for a day which allows employees to work through a meal period may be approved in advance with mutual agreement between the worksite supervisor and bargaining unit employee.

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

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

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

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

- 7.7 **Shift Differential:** Bargaining unit members on duty and working fifty percent or more of a shift between the hours of 6:00 p.m. and 6:00 a.m. shall receive sixty cents per hour shift differential for all hours worked on that shift.

For employees working 24 hours or longer continuous work periods, shift differential is not applicable.

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

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

2nd and 3rd shifts weekdays \$1.00

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

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

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

Developmental Specialist	Staff Care Technician I, II
Developmental Technician I, II, III	Food Service Aide
Mental Health Security Specialist I, II, III	Food Service Assistant
Psychiatric Specialist	Food Service Cook
Psychiatric Technician I, II	Licensed Practical Nurse I, II
Staff Care Specialist	

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

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

- 2nd and 3rd shifts weekdays \$1.50
- 1st shift weekends (Saturday and Sunday) and holidays \$2.00
- 2nd shift weekends (Saturday and Sunday) and holidays \$2.50
- 3rd shift weekends (Friday and Saturday) and holidays \$2.50

- 7.8 **Call-Back Time/Call-In:** Employees eligible for overtime who are called back for duty or called in on the employee's day off will be guaranteed a minimum of two hours at the appropriate rate of pay. This provision shall not be construed so as to provide for additional compensation if the employee is recalled back for duty within the original two hour period, except that employees who are called back to work in excess of two hours will be paid for actual time worked. To qualify for call-in compensation, the time worked cannot be contiguous to the end of an employee's scheduled work shift.
- 7.9 **On Call/Standby Pay:** Employees at a salary grade equivalent to salary grade 14 or below, and required to be on-call/standby status shall be compensated at the rate of 8% of the normal hourly rate of pay for each hour in such on-call/ standby status.
- 7.10 **Travel Time:** Employees who are required by the Employer to report to a work site other than that normally assigned or for the purpose of training, picking up tools, equipment, and/or uniforms and subsequently travel to a second work site, shall be in a paid status for time spent in traveling to and from work sites. Overtime eligible employees away from the work site shall be in a paid time status during times of travel or when performing work related duties.
- 7.11 **Mileage Reimbursement:** An employee will be reimbursed at the rate per mile set by the IRS for mileage allowance for Employer approved travel in the employee's personal vehicle for work related travel.
- 7.12 **Meal and Lodging Reimbursement:** Employees who are required to travel shall be compensated for meals and lodging according to what is reasonable and customary given the geographic location, as follows:
- a. Breakfast - When an employee leaves for overnight travel at or before 6:30 a.m., breakfast shall be reimbursed.
 - b. Lunch - When an employee leaves for overnight travel at or before 11:00 a.m. or returns from overnight travel at or after 2:00 p.m., the noon meal shall be reimbursed.
 - c. Supper - When an employee returns from overnight travel at or after 7:00 p.m., the evening meal shall be reimbursed.
 - d. One-Day Travel - Breakfast shall be reimbursed when an employee leaves at or before 6:30 am. Lunch shall not be reimbursed. Supper shall be reimbursed when an employee returns at or after 7:00 pm.

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

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

ARTICLE 8 - ORIGINAL PROBATIONARY PERIOD

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

ARTICLE 9 - TRANSFERS, PROMOTIONS, AND FILLING VACANT POSITIONS

- 9.1 Whenever a vacancy occurs in a position the Employer intends to fill in any bargaining unit, a notice of such vacancy shall be posted on bulletin boards, or electronic bulletin boards where used, normally used for communicating with bargaining unit employees in the Agency or specific facility in which the vacancy exists stating the job title, description, qualifications, shift, designated days off, and work area, date of availability, pay range, and closing date for applications. Exclusions to vacancy posting relating to specific agencies may be mutually agreed to in writing by the parties. The Employer shall make reasonable efforts to post vacancies internally at least one day prior to external advertisements. Upon posting employees may apply for the position in writing for a

period of not less than seven calendar days. The Employer shall fill job vacancies using factors of a) knowledge, experience, and ability; b) any job related tests, and c) Agency affirmative action plans, and Veteran's preference, which shall be applied consistently among applicants. Where applicants rate substantially the same on such factors, permanent state employee applicants shall be selected, and where two state employee applicants rate substantially the same, the more senior employee shall be selected.

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

- 9.1.1 To reduce the time positions are vacant, the following procedure will be implemented to expedite the selection process for specified classes mutually agreed to by the agency and the union. A work reassignment opportunity (WRO) process will be announced at the same time that positions are opened as outlined in the first paragraph of this Section. A WRO is the process of laterally filling positions by allowing only those employees to transfer who currently hold the same title and level as the vacant position within an agency identified organizational unit. Only current employees with satisfactory or above performance, who are not on original or promotion probation, are eligible to use the WRO process.

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

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

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

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

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

- 9.1.4 In situations where the agency can demonstrate that certain qualifications and/or experience is necessary to perform the job (those specific qualifications/experiences shall be listed on the WRO posting), then the transfer opportunity shall be offered to applying employees in descending order based upon time in the class series until an employee is found who meets these criteria or until all employees applying have been considered.

whichever occurs first. If no applicant qualifies through this process, the vacant position shall be advertised as provided in Section 9.1.

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

- 9.2 For purposes of this Article, a job will not be considered to have been vacant, if a qualified employee of the Agency is placed in the position, when such placement is the result of one of the situations listed below. Posting of a job opening does not waive the Agency's right to exercise the provisions of this section. Posting of jobs shall not be required when:
- a. the vacant position is filled by an employee displaced by layoff;
 - b. the vacant position is filled due to the reasonable accommodation of an employee who has a qualifying disability according to the Americans with Disabilities Act;
 - c. a position is reclassified and the employee remains in that position;
 - d. the vacant position is filled by a bargaining unit employee receiving an appropriate disciplinary demotion.
 - e. the vacant position is filled as a result of a grievance or litigation settlement, court order, State Personnel Board order, order of the Nebraska Equal Opportunity Commission, or the U.S. Equal Employment Opportunity Commission;
 - f. In job sharing situations when it has been determined by management that positions occupied by two or more employees with part-time status are to be converted to a position with one full time employee, it should be first offered to the most senior employee occupying the position. If declined, management will offer the position to next senior employee and so forth. If all occupants decline full-time status, then the position will be filled through provision of 9.1 and current employees will be displaced.
- 9.3 No employee shall be transferred to a position of a lower salary grade with no salary reduction and then promoted to a salary grade as high as the previously held salary grade with a salary increase within one year. Employees not selected for transfer or promotion shall be notified. Upon request, employees will be afforded the opportunity to meet and discuss what is needed to qualify for the position in the future.
- 9.3.1 Promotion and transfer of employees shall not change the employee's state seniority date (state seniority date is defined as the employee's service anniversary date as adjusted for leaves of absence, layoffs, suspensions, or unpaid leaves, of more than 14 calendar days).
- 9.4 **Promotional Probation:** A promoted employee may be placed on probation for a period of up to six months to determine his/her ability to perform the job (this is not another original probationary period when the promotion occurs within the same agency). An Agency Head and/or his/her Designee may extend the non-original probation of a promoted employee for reasons of performance, transfer, and leave of absence for a

period not to exceed a total of one calendar year from the date of hire, rehire, transfer, or return from a leave of absence. If the promoted employee is not performing adequately in the new position during the promotional probationary period, the employee shall, if the position is still available, be reverted to the employee's previous position and pay rate or apply for any open position for which he/she is qualified to hold. The agency shall not be required to utilize the disciplinary process to revert an employee back to the employee's former position or a vacant position equivalent to the former position's salary grade. The Agency shall document efforts to provide the promoted employee with performance improvement counseling when utilizing this provision. Every reasonable effort shall be made to retain said employee.

- 9.5 **Transfers:** Except in cases where there are specific job knowledge elements/factors (business necessity) requiring the Employer to permanently transfer a specific employee, no employee shall be permanently transferred by the Agency unless volunteers are solicited from the affected work area and/or shift assignment. If no employee volunteers for permanent transfer, the Agency shall permanently transfer the employee with the least seniority in said classification from the affected work area and/or shift assignment. In the event of a tie in classification seniority, the employee with the least state seniority shall be transferred. No employee shall, as a result of Agency action, suffer a loss in wages through transfer to a position of the same classification. Permanent transfers shall be those excluding transfer to positions due to sickness, authorized leave or emergencies. It is understood that affected work areas shall not be unreasonably defined. Employees who do not accept a transfer of more than 50 miles from their current work location will be laid off under the provisions of Article 5.
- 9.6 **Moving Allowance:** With the prior approval of the Agency Head and/or his/her Designee concerning reimbursable costs, employees involuntarily transferred to a new job location fifty miles or more from the employee's old residence than the old residence was from the old job location shall be reimbursed for receipted moving expenses, as provided in the IRS guidelines. For the purposes of this section, promotions and the exercise of any bumping option shall be considered as a voluntary transfer. Notwithstanding the above, at the discretion of the Agency Head and/or his/her Designee, employees may be reimbursed for moving expenses.
- 9.6.1 If an employee, whose moving expenses (all or a part) have been paid, resigns within one calendar year of the move, the Agency Head and/or his/her Designee may require the employee to reimburse the Agency for a portion of the moving expenses, based on the length of time the employee worked after the move.
- 9.6.2 Employees who have been involuntarily transferred or have exercised bumping rights to another geographical location of the State shall be allowed up to twenty-four hours of time off with pay for the purpose of attending to their personal affairs in their present location and establishing their personal affairs in their new location. Such time off from work must be approved in advance by the Agency Head and/or his/her Designee.

ARTICLE 10 - DISCIPLINE OR INVESTIGATORY SUSPENSION

- 10.1 An employee shall be disciplined in accordance with this labor contract. Discipline will be based upon just cause and will in no case be effective until the employee has received written notice of the allegations describing in detail the issue involved, the date the alleged violation took place, the specific section or sections of the contract or work rules involved, except in emergency or critical situations where oral notice shall suffice, and has had an opportunity to present justification of their actions at a prediscipline meeting. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure when it is in violation of the terms of this contract. The Employer shall not discipline an employee without just cause, recognizing and employing progressive discipline. When imposing progressive discipline, the nature and severity of the infraction shall be considered along with the history of discipline and performance contained in the employee's personnel file. (*Reference Section 22.7*)
- 10.2 **Reasons for Imposing Disciplinary Action** – Appropriate disciplinary action, subject to just cause as defined in Article 10, may be taken for any of the following offenses for violating reasonable agency work rules including those contained in agency policy and procedures manuals, legally promulgated rules and regulations, or for violating any provision of the NAPE/AFSCME and State of Nebraska Labor Contract:
- a. Violation of, or failure to comply with, the Labor Contract, State constitution or statute; an executive order; regulations, policies or procedures of the employing agency; or legally promulgated published rules.
 - b. Failure or refusal to comply with a lawful order or to accept a proper assignment from an authorized supervisor.
 - c. Inefficiency, incompetence or gross negligence in the performance of duties.
 - d. Unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcoholic beverage in the workplace or reporting for duty under the influence of alcohol and/or unlawful drugs. Use of a controlled substance by the employee as prescribed by his/her physician and/or other licensed health practitioner shall not be a violation.
 - e. Negligent or improper use of state property, equipment or funds, or conversion of state property. This includes transmitting threatening, obscene, or harassing material through the State's communication systems.
 - f. Bribery to gain, or attempt to gain, promotion, leave, or favorable assignment for individual benefit or advantage.
 - g. Falsification or intentional omission of required information on the employment application/resume.
 - h. Unauthorized use or abuse of any type of leave, meal or rest periods.

- i. Repeated tardiness or unauthorized leave, including unauthorized departure from the work area.
 - j. Failure to maintain appropriate working relationships with the public, employees, supervisors, or managers while on the job or when performing job related functions.
 - k. Failure to obtain and maintain a current license or certification required by law or agency standards as a condition of employment.
 - l. Conviction of a felony.
 - m. Acts or conduct which adversely affects the employee's performance and/or the employing agency's performance or function.
 - n. Work place harassment based, in whole or in part, on race, color, sex, religion, age, disability or national origin, which manifests itself in the form of unwelcome comments, jokes, printed material and/or unwelcomed sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature.
 - o. Display of materials and/or the utterance of offensive comments in the workplace that are derogatory towards a group or individual based upon race, gender, color, religion, disability, age or national origin.
- 10.3 **Investigatory Suspension or Reassignment.** When the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if disciplinary action is warranted, the Employer may:
- a. reassign the employee to another work assignment at their current rate of pay until the investigation is completed.
 - b. suspend the employee from work without pay until the investigation is completed or until six work days have elapsed, whichever occurs first. However, the investigation may continue after the suspended employee returns to a paid status.
 - c. in cases where the employee has been charged in court with a felony, which is directly related to the workplace or which has the potential for significant impact on, or disruption of, the workplace, the Employer may suspend the employee from work with or without pay until the charges are resolved.

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

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

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

ARTICLE 11 - WAGES

- 11.1 The parties agree that pay increases and resulting salary levels must be developed by reviewing total compensation received by employees, including paid leave periods and Employer contributions to group benefit plans.
- 11.2 On July 1, 2003, all employees shall receive a one and one-half percent (1.5%) pay increase to their annual full-time equivalent salary base.
- 11.3 On July 1, 2004, all employees shall receive a two percent (2%) pay increase to their annual full-time equivalent salary base.
- 11.4 The hiring rate of each salary grade will be established per the grade assignments found in Appendix B. The pay plan will consist of a step pay plan of sixteen steps (the hiring rate, not the adjusted in-grade hiring rate, and an additional fifteen steps). Step Two shall be 2.5% above the hiring rate (Step One), and the other steps shall be 2.5% apart. The maximum rate for each salary grade shall be the sixteenth step.

- 11.5 On July 1, 2003 each step on the pay lines will be adjusted upward by one and one-half percent (1.5%). (Appendix B 2003-2005).
- 11.6 On July 1, 2004 each step on the pay lines will be adjusted upward by two percent (2%). (Appendix B 2003-2005).
- 11.7 **Pay Plan.** The pay plan and salary grade assignments for the classifications in each bargaining unit are as listed in Appendix A and B.
- 11.8 **Pay Periods.** The Employer will continue existing practices concerning pay periods and paydays for the term of this Contract.
- 11.9 No bargaining unit member shall receive an annual step adjustment to his/her salary during the term of this Contract.
- 11.10 **Promotions.** A bargaining unit member who is promoted to a position of a higher salary grade shall have his/her salary increased by 5% for promotions of one salary grade, 7.5% for promotions of two salary grades, or 10% for promotions of more than two salary grades. If the bargaining unit member's salary falls between steps in the new pay grade, the bargaining unit member's salary will be moved to the closest step. The employee's salary shall be at least at the hiring rate of the new salary grade. In no case, shall the employee be paid more than the maximum rate of the new salary grade.
- 11.11 **Demotions.** A bargaining unit member who is demoted, either voluntarily, or as a result of disciplinary action, from a higher pay line to a lower pay line, shall have his/her salary decreased by 5% for demotions of one salary grade, 7.5% for demotions of two salary grades, or 10% for demotions of more than two salary grades. If the bargaining unit member's salary falls between steps, the bargaining unit member's salary will be moved to the closest step below the employee's salary. Under no circumstances would the employee's salary be less than the hiring rate of the new salary grade or greater than 5% above the maximum rate of the new salary grade. *(See Section 19.11 for salary adjustments for downward reclassifications.)*
- 11.12 A former employee returning to work in the same class may be rehired at the same step as the employee was at when he/she left State employment. If the employee's salary was between steps when he/she left State employment, the former employee's salary upon return to work will be moved to the closest step, whether it be higher or lower. If the salary falls exactly between two steps, the employee shall be placed on the higher step.
- 11.13 The Union, the Employee Relations Administrator, and the Director of State Personnel will meet and confer in the event of retention/recruiting problems and may agree to such in-grade adjustments as are necessary to retain, as well as, recruit bargaining unit employees for all bargaining units.
- 11.14 **Nurse Compensation.** Pay will be increased for nursing personnel hired on or after July 1, 2003, in the classes identified below by 2.5% for each year of nursing experience in the public sector and 2% for each year of nursing experience in the private sector up to a maximum of 10 years. Each employee's experience will be identified and the

appropriate percentage increase calculated. The starting point for determining placement into the salary range is noted below next to the classification listed. New hires will be placed on the respective salary schedule according to the percentage calculated based on their experience starting with the hiring rate identified below. The maximums for each classification shall be those listed in the Pay Plans in Appendix B.

<u>Classifications Affected:</u>	<u>Salary Grade</u>	<u>Step on Pay Plan</u>
LPN I –	227	Step 5
LPN II –	229A	Step 1
Nurse I –	281	Step 5
Nurse II –	283A	Step 1
Clinical Nurse Trainer –	284	Step 4
Community Health Nurse III –	284	Step 4
Nursing Services Surveyor Consultant I –	372	Step 1
Nursing Services Surveyor Consultant II –	374	Step 4
HHSS Nurse Consultant –	285	Step 1
HHSS Program Specialist/RN –	284	Step 4
HHSS Medicaid Nurse Consultant –	284	Step 4
Health Program Manager I (RN's only) -	285	Step 1
Facilities Surveyor/Consultant – RN's only –	374	Step 4
School & Adolescent Health Nursing Coordinator -	286	Step 1
Professional & Occupational Licensing Investigator, RN's only -	374	Step 4

The initial hiring rates for these classifications will be the step on the pay plan noted above by each respective job title. The salary schedule for the LPN II and Nurse II classifications reflects an 85.4% range from the minimum to the maximum. The above rates shall be considered in-grade hiring rates for all of the classifications listed except the LPN II and the Nurse II, which have been placed on new pay lines.

ARTICLE 12 - OVERTIME

- 12.1 For the purposes of this Contract, an "overtime eligible" employee shall mean an employee who receives time and one half compensation for overtime hours.
- 12.2 **Scheduling of Overtime:** The Employer will, as far as practicable, offer overtime on an equal basis by state seniority (state seniority date is defined as the employee's service anniversary date as adjusted for leaves of absence, layoffs, suspensions, or unpaid leaves, of more than 14 calendar days) among those included employees in that classification assigned to the work unit who normally perform the work involved.
- 12.3 The Employer may require employees to work overtime which may include evenings, weekends, and/or holidays. Overtime will be offered to volunteering employees within the classification and work unit, but where there is more than one volunteer, overtime shall be offered on a rotating basis beginning with the permanent employee with the most state seniority (state seniority date is defined as the employee's service anniversary date as adjusted for leaves of absence, layoffs, suspensions, or unpaid leaves, of more than 14 calendar days), although the Employer reserves the right to assign overtime to an employee based on immediate availability or special job qualifications, however, the

assignment of overtime will not be done in a discriminatory manner. If there are no volunteers, then employees will be required to work overtime on a rotating basis beginning with the employee with the least state seniority (defined above). Except as provided above, refusal to work overtime will not be grounds for adverse action.

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

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

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

Employees in all classifications in the *Health and Human Care Non-Professional* bargaining unit shall receive time and one half compensation for work performed in an overtime status.

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

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

Religious Coordinator II DPI Program Specialist Mental Health Practitioner II

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

Aviation Specialist

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

Physical Therapist I Audiologist I Speech Pathologist I

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

Attorney I
Accountant III

Administrative Assistant III
Buyer III

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

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

Notwithstanding the above, the parties shall meet and negotiate concerning additions and/or deletions to overtime status. The meeting shall be at the call of either party.

- 12.6 Hours worked in excess of 40 per week must be authorized in advance by the Agency Head and/or his/her Designee. The Union and the State concur that for employees working in hospitals, nursing homes, or establishments for the sick, aged, or mentally ill or developmentally disabled, hours worked in excess of eight hours per day and in excess of 80 hours in a 14-day period must be authorized in advance by the agency head and/or his/her Designee, providing that the employees receive overtime compensation for work in excess of eight hours in any work day and in excess of 80 hours in such a 14-day period. Such authorization may be written or oral, but in any event, such approval shall be made a matter of written record by the Agency.
- 12.7 In the event of an emergency, or when it is not possible or practical to obtain prior approval for overtime work to be performed, the Agency Head and/or his/her Designee may approve the overtime in writing subsequent to the time the work was performed.
- 12.8 Employees eligible for overtime shall receive compensation at one and one-half times their hourly rate in the form of either pay or compensatory time off, at the employee's discretion, for hours worked in excess of forty hours in any work week (or 8 and 80 for hospital employees), except that the Employer maintains the ability to choose to pay cash at any time for overtime compensation obligations.
 - a. The employee must indicate his/her choice of overtime compensation on the timesheet or on a required overtime approval form for the pay period during which the overtime was worked; the first overtime designation made during a pay period applies to the entire pay period;
 - b. The employee may not carry more than 240 hours of compensatory time (160 hours x 1.5), except that members of the Protective Service Bargaining Unit at the Department of Correctional Services may be allowed to carry more than 480 hours of compensatory time (320 hours x 1.5) -- amounts over this limit must be taken in pay.

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

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

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

12.9 Holidays shall be considered as work hours for overtime purposes. Leave time (vacation, sick, etc.) shall not be considered as hours worked. Hours actually worked on the employee's designated holiday shall not also be considered as hours worked for overtime purposes.

12.10 Upon proper Agency authorization, up to two hundred and forty hours of compensatory time (not more than one hundred and sixty hours of actual overtime hours worked) may be accumulated by an employee. Time accumulated over the above noted amounts must be paid for at time and one-half rates. Payment of overtime shall be paid at the employee's current hourly rate, or at the average regular rate of pay for the final three years of employment, whichever is higher.

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

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

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

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

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

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

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

12.13 Employees not eligible for time and one half overtime may, at the discretion of the Agency Head, receive up to straight time compensation in the form of pay or compensatory time off for extra hours worked. Those classifications now receiving straight time compensation in the form of pay or compensatory time shall continue to receive such during the term of this contract.

ARTICLE 13 – INSURANCE

- 13.1 **Health Insurance:** The monthly Employer contribution toward any group health insurance option offered by the Employer between July 1, 2003, through June 30, 2005, shall be the amount equal to seventy-nine percent (79%) of the total premium cost of the plan, option, and coverage chosen by the bargaining unit member.

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

For deductibles, out-of-pocket maximums, coinsurance after deductible provisions, and prescription drug card provisions in effect July 1, 2003, through December 31, 2003, see the 2001-2003 Labor Contract.

The following deductibles, out-of-pocket maximums, coinsurance after deductible provisions, and prescription drug card provisions take effect January 1, 2004.

PPO Plan

Total Benefit Maximum - \$4,000,000

\$400 Annual deductible per person – In Network

\$800 Annual deductible per family – In Network

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

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

85% coinsurance for most covered services after deductible – In Network

\$15 co-payment for doctor office visits only, for PPO, HMO, and POS.

(The change in the co-payment for doctor office visits shall not change the manner in which ancillary costs are calculated.)

The PPO plan shall include the prescription drug card coverage with an \$11.00 copayment per 30 day supply of generic drugs; and a \$27.00 copayment per 30 day supply for brand name drugs for most covered prescriptions. Mail order is available for long-term maintenance generic drugs for a \$25.63 copayment when an 180 day supply is prescribed, and a \$62.91 copayment when an 180 day supply is prescribed for brand name drugs.

- 13.2 Group health, dental, and vision insurance benefits, in addition to the employee assistance program, will be offered to retirees who retire on or after the effective date of this Contract until the age of sixty-five. The entire cost of such insurance and participation in the employee assistance program to be borne by the retiree.

- 13.3 **Life Insurance:** The Employer will provide a \$20,000 group life insurance policy for each full-time employee. The full cost will be borne solely by the Employer. Optional life insurance will be made available to bargaining unit employees at the employee's cost.

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

- 13.4 **Dental Insurance:** The Employer agrees to offer group dental insurance to bargaining unit employees and their dependents, at employee cost.
- 13.5 **Long Term Disability Insurance:** The Employer agrees to offer group long term disability insurance for bargaining unit employees at employee cost.
- 13.6 **Vision:** The Employer agrees to offer group vision insurance to bargaining unit employees and their dependents, at employee cost.
- 13.7 A labor/management committee with equal numbers of participants from the employer and unions shall oversee the State's RFP process, as well as, meeting and discussing the Post Employment Health Plan (PEHP).

ARTICLE 14 - AUTHORIZED LEAVE

- 14.1 **Holidays:** The following holidays, are compensated holidays for employees in the bargaining unit and are scheduled on the dates indicated below:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25

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

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

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

- 14.4 **Work on a Holiday:** In addition to normal holiday pay, hours worked by an overtime eligible employee on the employee's designated holiday shall be compensated at 1.5 times their normal hourly rate of pay. All hours worked on the employee's designated holiday in excess of an employee's normally scheduled work day shall be compensated at two times the employee's normal hourly rate. (see Section 12.9)

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

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

1st year through 5th year	96 hours	12 days
6th year	120 hours	15 days
7th year	128 hours	16 days
8th year	136 hours	17 days
9th year	144 hours	18 days
10th year	152 hours	19 days
11th year	160 hours	20 days
12th year	168 hours	21 days
13th year	176 hours	22 days
14th year	184 hours	23 days
15th year	192 hours	24 days
16th year and more	200 hours	25 days

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

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

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

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

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

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

Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident. Donating employees must sign an authorization, including specifying the specific employee to be a recipient of the donation. Leave transferred will be converted to a dollar value and then converted to hours based on the recipient's hourly rate e.g., the leave donor's salary is \$6.00 per hour and the recipient's salary is \$12.00 per hour; thus a donor must transfer twice the amount of hours to achieve full conversion. No more than 1200 hours of donated leave may be received by an employee during a twelve month period.

Eligibility of Recipient:

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

Eligibility of Donor Employee:

1. Only four (4) hour increments of vacation leave may be donated.
2. Must not have solicited nor accepted anything of value in exchange for the donation.
3. Must have remaining to his/her credit at least 40 hours of accrued vacation leave, if donating vacation leave.

14.10 **Sick Leave:** Full-time employees earn sick leave according to the following schedule:

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

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

- 14.10.1 There shall be no maximum limit on accumulation of sick days except as provided in Section 14.14.
- 14.11 The following conditions are valid reasons that sick leave may be used:
- a. When an employee is unable to perform his/her duties because of sickness, disability, injury, or when an employee's presence at work jeopardizes the health of others by exposing them to a contagious disease. Pregnancy, post-natal recovery, and miscarriage, shall be considered temporary disabilities.
 - b. When the illness, disability, injury, or major surgery of an immediate family member requires the employee's presence. The immediate family shall be considered as: spouse, children, parents, and others bearing the same relationship to the employee's spouse. At the Agency head's discretion, the definition of immediate family may be broadened.
 - c. When an employee preschedules medical, surgical, dental or optical examinations or treatment, or when the employee must seek emergency medical treatment.
- 14.11.1 Should an employee require hospitalization while on vacation, vacation leave shall be changed to sick leave, effective the date of hospitalization, upon application to the employee's immediate supervisor outside the bargaining unit. Upon such application, employees may be requested by the Agency Head/Designee to furnish proof of hospitalization, if requested by the Agency Head/Designee. Further, vacation leave may, if approved by the Agency Head/Designee, be changed to sick leave upon submission of a physician's statement substantiating and verifying treatment of the employee.
- 14.12 **Request for Sick Leave:** Sick leave shall be requested in advance when possible. Such request shall be answered within 48 hours. In the case of illness, injury, emergency or any other absence not approved in advance, the employee should inform the first level of supervision outside the bargaining unit of the circumstances as soon as possible. An employee may be required to submit substantiating evidence when the reason for the leave request was a medical or dental appointment or when the Agency Head and/or his/her Designee suspects sick leave abuse. Substantiating evidence may be required if the sick leave absence exceeds three consecutive workdays.
- 14.13 Sick leave may be denied when the employee fails to substantiate the legitimate use of sick leave.
- 14.14 All sick leave shall be forfeited upon separation from employment, except that an employee age 55 or above, or of a younger age if the employee meets all criteria necessary to retire under the primary retirement plan covering his/her State employment, or at death, shall receive a one-time payment of one quarter of his/her accumulated sick leave not to exceed 55 days. An employee may only receive this payout once no matter how many times the employee is re-employed with the State. A retiree returning to state employment will begin earning vacation and sick leave at the beginning earning rate of a newly hired employee.

14.15 Employees returning to work on or after July 1, 2001, after a break in service of less than five calendar years shall have their accumulated unpaid sick leave balance reinstated. The employee's service date shall be adjusted for the period of absence. The employee's vacation leave and sick leave earning rate will also be adjusted, and the new rate of earning will be based on the adjusted service date. Employees returning to work after a break in service of more than five calendar years shall start with a zero sick and vacation leave balance and shall be considered to be new employees for service date purposes, and shall earn vacation and sick leave at the beginning earning rate of a newly hired employee.

14.16 **Family Leave**

14.16.1 **Eligibility.** Family Leave is unpaid time off from work. An employee must have at least twelve total months of service and at least 1250 hours of service in the previous twelve month period to be eligible for Family Leave. Temporary employment with the State of Nebraska counts toward an employee's eligibility. An employee can use paid vacation leave or sick leave as part of their 12 weeks of Family Medical Leave if the employee should so choose.

14.16.2 **Conditions for Using Family Leave.**

Unpaid Family Leave may be used for the following reasons:

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

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

NOTE: Serious health conditions are defined as illness, injury, impairment, or physical or mental conditions that involve: (1) in-patient care, (2) absence from work, school or other regular daily activities for more than three calendar days and continuing treatment by a health care provider, or (3) continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three calendar days, or prenatal care. Examples of serious health conditions include: heart attack, heart by-pass or valve operations, most cancers, back conditions requiring extensive therapy or surgery, strokes, severe respiratory

conditions, spinal conditions, appendicitis, pneumonia, emphysema, severe arthritis, severe nervous disorders, need for prenatal care, severe morning sickness, childbirth, and recovery from childbirth. This does not include voluntary or cosmetic treatments, unless inpatient hospitalization is required.

- 14.16.3 **Certification of Serious Health Conditions.** When requesting Family Leave for serious health conditions, an employee must provide certification from a health care provider which includes:
- (1) the date on which the serious health condition commenced;
 - (2) the probable duration of the condition;
 - (3) any appropriate medical facts;
 - (4) a statement containing specific information why the employee is needed to care for the child, spouse, or parent, **or**; a statement containing specific information why the employee is unable to perform the functions of the job;
 - (5) if the leave is to be intermittent, a statement containing specific information concerning planned medical treatments, the expected dates and duration of treatment.
- 14.16.3.a **Medical Second Opinions.** The Agency may require a second opinion (the Agency's choice of health care provider) and must pay for the cost of the second opinion. If the second opinion differs from the first, a third opinion may be sought (from a mutually agreed upon health care provider, again, at the Agency's expense). The results of the third opinion are final.
- 14.16.4 **Notice of Intent to Use Family Leave.** A minimum of 30 days notice to the Agency must be provided by the employee before he or she may use Family Leave. Where 30 days notice is not foreseeable, notice must be given as early as possible.
- 14.16.5 **Family Leave Duration.** Unpaid Family Leave is limited to a total of twelve weeks within a twelve month period, starting with the date the employee first uses unpaid Family Leave.
- 14.16.6 **Family Leave Not Cumulative.** Family Leave cannot be carried forward beyond the twelve month period and banked for future use.
- 14.16.7 **Incremental Use of Family Leave.** With approval of the agency, Family Leave may be taken in increments with proper medical certification (federal law allows employees not eligible for overtime "exempt employees" to make incremental use of unpaid Family Leave without affecting their "salaried" status).
- 14.16.8 **Health Insurance while on Family Leave.** Employer health insurance contributions shall continue during an employee's unpaid Family Leave absence, provided the employee makes his/her required contribution. Employer contributions shall be based as if the employee had continued to work his/her normal schedule. When an employee

does not return from Family Leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to Family Leave; or 2) other circumstances beyond the employee's control, the employee will be required to reimburse the State for the State's share of health insurance premiums paid on the employee's behalf during the Family Leave.

- 14.16.9 **Service Date Adjustments.** The employee's Service Date shall be adjusted when an unpaid absence due to Family Leave exceeds 14 consecutive calendar days.
- 14.16.10 **Family Leave Denials.** DAS Employee Relations Division shall be notified by the Agency of any requests for Family Leave which are denied.
- 14.17 **Bereavement Leave:** Up to five days of bereavement leave may be granted to employees upon request for death in the immediate family. For purposes of this section, immediate family shall mean spouse, father, mother, grandfather, grandmother, sister, brother, child, grandchild, spouse of any of these, or someone who bears a similar relationship to the spouse of the employee. Step-persons bearing these relationships are included. At the Agency Head and/or his/her Designee's discretion, the definition of immediate family may be expanded to include other individuals with a similar personal relationship to the employee as that of an immediate family member. Bereavement leave will not be unreasonably denied and will be consistently applied.
- 14.18 **Injury Leave:** All employees who are disabled as a result of a job-related injury or disease, which is deemed compensable by Worker's Compensation, may be granted injury leave not to exceed five of the employee's normal working shifts for any particular injury. A working shift is counted even if an employee is absent for any portion of their assigned shift. Disabled shall mean unable to perform the essential functions usually encountered in one's employment due either to an injury/disease or to treatment for an injury/disease.
- a. Any job related injury or disease shall be reported to the proper agency authority as soon as possible and the agency shall have the responsibility to supply all the necessary information to the Office of Risk Management.
 - b. No employee shall receive a salary (workers' compensation plus regular pay) in excess of his or her normal wage.
 - c. Health insurance with the appropriate employer contribution will be paid during an absence under workers' compensation after all accrued leave and compensatory time has been depleted.
- 14.19 **Military Leave:** Military leave shall be granted in accordance with applicable federal and state laws. Employees who are members of the National Guard or Reserve shall provide their Unit Training Assembly (drill) schedule to their supervisor as soon as it is available from the Military Unit. Where practicable, the Agency shall allow the employee to flex his/her work schedule to accommodate Unit Training Assembly (drill) schedules.

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

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

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

- e. **Disaster Relief Leave.** Employees who provide proof of their disaster relief volunteer certification with the American Red Cross may, with appropriate supervisory authorization, be granted paid civil leave not to exceed fifteen working days in each calendar year to participate in specialized disaster relief services in Nebraska for the American Red Cross, upon the request of the American Red Cross.

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

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

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

ARTICLE 15 - ANTI - DISCRIMINATION

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

ARTICLE 16 - SAVINGS CLAUSE

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

ARTICLE 17 - PAY DURING TEMPORARY TRANSFER

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

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

ARTICLE 18 - HEALTH AND SAFETY

- 18.1 The Employer agrees to furnish and maintain in safe working condition tools and equipment required by the Employer to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice. Employees are responsible for properly using and caring for the tools and equipment furnished by the Employer. Employees shall not use such tools and equipment for personal use. Refusal to work in an unsafe environment shall be a defense to disciplinary action.
- 18.2 Recognizing the intrinsic nature of each job performed in the State, the employer agrees to provide a safe working environment. The Employer agrees to maintain all state facilities, buildings, grounds, and equipment in accordance with directions of the applicable federal and state agencies. The Employer agrees to comply with Neb. Rev. Stat. Section 48-443. In the event the building or worksite is leased from a county or other third party, it shall be the Employer's responsibility to pursue improvements that will make the worksite safe and healthy.
- 18.3 The Employer shall develop policies for addressing bomb threats, fire and weather emergencies, and evacuations; and agencies shall develop policies addressing violence in the workplace.
- 18.4 Employees will be provided with ongoing information, training, and supplies concerning exposures in the work place that could present a substantial health or safety risk.
- 18.5 Where employees are required by the Employer to wear uniforms and safety and protective clothing, see the appropriate Appendix to this Contract concerning the terms and conditions of issue, parameters of wear, replacement of the required uniforms, and maintenance of such uniforms.

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

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

- (Game and Parks Commission employees covered by this Contract see Appendix E for Uniforms provisions.)
- (Nebraska State Patrol employees covered by this Contract see Appendix F for Uniforms and Protective Clothing provisions.)
- (Commission on Law Enforcement and Criminal Justice employees covered by this Contract see Appendix G for Uniforms provisions.)
- (Department of Agriculture employees covered by this Contract see Appendix I for Protective Clothing provisions.)
- (Department of Environmental Quality employees covered by this Contract see Appendix J for Protective Clothing provisions.)
- (Department of Correctional Services employees covered by this Contract see Appendix M for Uniforms provisions.)
- (Department of Administrative Services employees covered by this Contract see Appendix P for Uniforms provisions.)
- (Nebraska Military Department employees covered by this Contract see Appendix Q for Uniforms provisions.)
- 18.6 The Employer agrees that bargaining unit employees may submit requests to the State Claims board.
- 18.7 All Employer-owned vehicles which are used by bargaining unit employees shall be equipped as required by law. All occupants of automobiles used in the course of employment are required to use seat belts. Bargaining unit employees shall not use portable radar detectors, or headphones while operating State owned motor vehicles. Employees operating State vehicles will use extreme caution if it is necessary to operate a cell phone while operating a motor vehicle.
- 18.8 **Employee Assistance Program:** The Employer shall maintain an Employee Assistance Program. Records concerning an employee's treatment for alcoholism, drug or stress-related problems shall remain separate from other personnel materials. All Employee Assistance records shall remain confidential.
- 18.9 Whenever an employee is required to perform duties which require working with or around hazardous chemicals, agents, or equipment, the employee shall receive necessary training and shall be provided necessary protective equipment and clothing. At a minimum the education and training must include:
- a. The location of toxic substances.
 - b. The names of the substances, including the generic or chemical name, as well as the trade or other commonly used names.
 - c. The acute and chronic effects of exposure to the hazardous substance, and any symptoms and effects of exposure.
 - d. The potential for flammability, explosion and reactivity of such substance.
 - e. Appropriate emergency treatment.
 - f. Proper conditions for safe use and exposure to such toxic substances.
 - g. Procedures for cleanup of leaks and spills of such substances.

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

ARTICLE 19 - CLASSIFICATION APPEALS

- 19.1 The Employer agrees to classify/reclassify positions based on the duties performed, the scope and level of responsibilities assigned, the nature and extent of supervision received and/or exercised, and the knowledge, abilities and skills required -- the end result being that all classifications/reclassifications shall be in balance with the classification for similar work being performed by other state employees. The Employer retains the right to assign and/or reassign work, which may affect the classification assignment of each position.
- 19.2 If an employee disagrees with his/her classification assignment, the employee may request a review of such assignment provided the position has not been reviewed by the Administrator of the DAS State Personnel Classification and Compensation Section in the previous six calendar months. Requests for review shall be submitted in writing to the Agency Director or Designee and shall contain the following:
 - a. a current State Personnel Division job description questionnaire completed by the employee and signed by the first level supervisor outside the bargaining unit;
 - b. a concise and specific statement as to why the employee believes the current classification assignment is inappropriate and the specific reasons therefore; and

- c. a concise and specific statement of why the classification sought (which must be a currently existing classification) is appropriate, and the specific reasons therefore. Upon request from the employee, the Agency or DAS - State Personnel will consult with the employee concerning possible classifications to be listed as the classifications sought.
- 19.3 From the date of receipt of an employee classification request by the Agency Personnel Office or Designee, the Agency shall have forty-five work days to review and if necessary change the assignment of duties and responsibilities of a position. The Agency's review shall include a review of the submitted job description by the first level supervisor outside the bargaining unit who shall provide written remarks indicating agreement or disagreement with the contents of the submitted job description. After that review period of forty-five work days, the Agency shall not reassign work during the reclassification review. The Agency Head or Designee shall issue a written response advising the employee of the Agency's decision regarding accuracy of the description and any changes made in assigned job duties.
- 19.4 No position shall be classified or reclassified without written authorization of the Director of State Personnel.
- 19.5 Within fifteen work days after receipt of the Agency Head's or Designee's written decision on either a) an employee's review request, or b) an Employer initiated review, the employee, through the Agency Head or Designee, may forward the reclassification review request to the Administrator of the DAS State Personnel Classification and Compensation Section.

The employee shall also include items a, b, and c of 19.2 above to be forwarded to the Administrator of the DAS State Personnel Classification and Compensation Section at this stage of an Employer initiated review.

- 19.6 The Administrator of the DAS State Personnel Classification and Compensation Section shall issue a decision in writing no later than fifteen work days from receipt of request, except in cases where State Personnel job description questionnaires or other relevant information must be collected from other employees, in which case the Administrator of the DAS State Personnel Classification and Compensation Section shall have up to forty-five work days from receipt of the request to issue a decision. The decision of the Administrator of the DAS State Personnel Classification and Compensation Section shall be implemented during the current or next pay period.
- 19.7 Within fifteen work days from receipt of the decision of the Administrator of the DAS State Personnel Classification and Compensation Section, the employee may appeal the decision of the Administrator to the Classification Appeal Panel. This appeal may be initiated only if the action had an immediate adverse financial impact (reduction in salary) on the employee.

- 19.8 The Classification Appeal Panel shall be made up of five members, two chosen by the Chief Negotiator, and two chosen by the Union, and a fifth member chosen by the other four. In addition, the four members shall select an alternate fifth member to serve in the absence of the original fifth member. All members and alternates shall have education or experience concerning job evaluation techniques, such education and experience to be evaluated by members of the Panel themselves. All members shall undergo training provided by the State Personnel Division concerning Nebraska's classification system. The Union and the Employer shall each designate one alternate to serve as their representative on the Classification Appeal Panel when a regular member is unable to attend or when a regular member is unable to vote. All members shall serve for the duration of this Contract. The entire Panel may elect to hear classification appeals or the Panel may designate a minimum of three members to hear such appeals. The Panel members hearing the appeal shall have authority to make decisions without the need for the entire Panel's review or approval.
- 19.9 Rules of procedure regarding said appeals shall be developed by the Classification Appeal Panel. The function of the Classification Appeal Panel shall be to ensure classifications/reclassifications are in balance with the classification for similar work being performed by other state employees and that the issues raised by the appealing employee were taken into consideration. The review of the Classification Appeal Panel shall be limited to the issues raised by the appealing employee in the original appeal request. New issues shall not be allowed at this step of the review. The Classification Appeal Panel shall, when recommending overturning a decision of the Administrator of the DAS State Personnel Classification and Compensation Section, provide their findings, conclusions, and recommended decision to the State Personnel Director at the close of the meeting. The State Personnel Director will make the final decision.
- 19.10 The Classification Appeal Panel members shall be limited to a choice to either recommend upholding the decision of the Administrator of the DAS State Personnel Classification and Compensation Section, or to recommend granting the employee the reclassification sought.
- 19.11 Implementation of upward classification changes appealed to the Classification Appeal Panel, will be effective the first day of the next full pay cycle following final determination by the DAS State Personnel Director. Implementation of appropriate pay increases shall be made retroactive to the date on which the employee's appeal to the Classification Appeal Panel was received by the Administrator of the DAS State Personnel Classification and Compensation Section. Pay increases for upward classification changes will be calculated in the same manner as provided in Section 11.10 for promotions. An employee reclassified to a class of a lower salary grade may have his/her pay reduced by up to 2.5 percent per salary grade effective the date of the determination by the Administrator of the DAS State Personnel Classification and Compensation Section, except that if the DAS State Personnel Director reverses such reclassification action, the employee shall revert to his/her former rate of pay and shall be awarded back pay for the time spent in the inappropriate lower classification.
- 19.12 When jobs are retitled or reclassified, and the core duties remain essentially the same, employees holding such positions before the position was retitled or reclassified, shall retain their classification seniority.

ARTICLE 20 - EMPLOYEE TRAINING AND EDUCATIONAL ACTIVITIES

- 20.1 **Training:** The Employer agrees to maintain its continuing effort to provide employees with training necessary for the accomplishment of employees' assigned duties. Priority shall be given to immediate work requirements, when assigning employees to training activities. Employee seniority shall, be a factor considered when assigning employees to training activities related to less immediate work requirements.
- 20.2 The cost of training required by an Agency shall be paid by that Agency. An employee participating in required training shall be considered to be on work time.
- 20.3 **Tuition Assistance:** Bargaining unit employees can enroll in university or college, vocational technical school or extension courses. The course may be by correspondence or attendance at classes during non-working hours or during working hours with approval of the Agency Head and/or his/her Designee. Where practicable, in relation to work requirements, the Employer shall be liberal with the approval of requests for accrued/unused vacation leave, flex-time scheduling, compensatory time, or leave without pay for the purpose of enabling employees to attend classes conducted during an employee's regularly scheduled work hours.
- 20.4 Employees participating in this program shall, prior to class starting date, submit a "request for tuition assistance" form to the Agency Head and/or his/her Designee for approval. Financial assistance shall be for tuition only. Eligibility for tuition reimbursement requires a course grade of "C" or better, or pass for pass/fail courses.
- 20.5 The Employer may reimburse the employee for 50% to 100% of tuition for approved job, career related, or degree required courses. For employees with the same job title, and performing the same work, the determination shall be the same for the same or similar courses during the term of this Contract.
- 20.6 Employees eligible for other educational reimbursements through other governmental programs shall use these programs first. If the cost of an approved course is more than the amount available from other sources, the Employer may reimburse the employee for up to 100% of the difference for tuition costs only.
- 20.7 Employees who receive tuition assistance may be required to reimburse the Employer if they voluntarily leave their employment within one year of the course completion date. However, employees who are laid off or terminated by the Employer shall not be required to repay tuition assistance received.

ARTICLE 21 - LABOR/MANAGEMENT COMMITTEE

- 21.1 The parties agree to the establishment of Labor/Management Committees.
- 21.2 The committees may be established on a regional, district, facility, department-wide or all bargaining unit basis with mutual agreement of the parties. Such requests shall not be unreasonably denied or delayed. The number of paid employees participating on behalf of the Union shall be three unless otherwise mutually agreed upon by the parties.

- 21.3 Issues taken to Facility/District/Regional Labor Management meetings shall be responded to within thirty working days. It is understood that some issues may take longer to establish policies and/or to implement. In these cases, Management shall respond with a decision as to their position on the issue or their intended course of action. A good faith effort shall be made to resolve issues at this level. If a satisfactory resolution cannot be reached within two attempts, then either party may call for a Department-wide Labor Management meeting.

ARTICLE 22 - PERSONNEL FILE INFORMATION

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

ARTICLE 23 - NO STRIKE - NO LOCKOUT

- 23.1 The Union and the Employer recognize and agree that the rendering of services to the citizens of the State cannot be withheld, interrupted, or discontinued, and that to do so could endanger the health, safety and welfare of the inhabitants thereof, as well as violate State Statute.
- 23.2 Neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone or engage in a slowdown, sympathy action, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer.

- 23.3 Neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Contract.
- 23.4 The Employer may discharge or discipline any employee who intentionally in concert violates the terms of this Article and any employee who fails to carry out his/her responsibilities under the terms of this Article.
- 23.5 Nothing contained herein shall preclude the Union or the Employer from obtaining whatever remedies may be available to the parties at law or in equity in the event of a violation of this Article.
- 23.6 The parties agree to comply with the provisions of Sections 48-802 and 48-821 R.R.S. Neb., which are recognized as applicable to the parties to this Contract.

ARTICLE 24 - TERM OF CONTRACT

- 24.1 The terms and conditions of this Contract shall continue in full force and effect commencing on July 1, 2003, and terminating on June 30, 2005, unless the parties mutually agree in writing to extend any or all of the terms of this Contract.
- 24.2 Negotiations for a new Contract shall be conducted in compliance with the provisions of the State Employees Collective Bargaining Act (Neb. Rev. Stat. Sections 81-1369 through 81-1390).
- 24.3 Activities preparatory for the commencement of bargaining shall be as follows:
On September 1 of the year preceding the beginning of a period to be covered by the Contract, the Union shall submit a set of original Contract proposals to the Employer. On October 1 of the year preceding the beginning of a period to be covered by the Contract, the Employer shall submit a set of counter proposals to the Union. The parties shall commence bargaining on proposals on or before the second Wednesday in September.
- 24.4 If no agreement is reached by December 1, unresolved issues shall be submitted to mediation.
- 24.5 The Employer shall pay up to one thousand hours of salaries for employee representatives on the Union bargaining team for time spent at the bargaining table. Time spent in agency specific appendix bargaining will be counted as time spent in labor-management committee meetings.

ARTICLE 25 - MISCELLANEOUS

- 25.1 **Flexible Spending Account:** The Employer will provide an opportunity to employees to voluntarily participate in a flexible spending account, subject to Internal Revenue Service Code Section 125. Employees may choose to set aside an amount from their paychecks which is not taxed. This money can be set aside only in a medical and/or dependent care account for payment of eligible expenses.

- 25.2 **Salary Grade Assignments:** Recognizing that changes may occur in jobs during the term of this Contract due to technology, new programs, evolution of responsibilities, and in the interest of enabling employees to realize the prompt benefit of equitable pay at the earliest date possible, the parties agree to meet quarterly during the term of this Contract in an attempt to mutually agree upon such salary grade re-assignments.
- 25.3 Employees exercising their rights under the Effectiveness in Government Act shall have those protections set out in Neb. Rev. Stat. Sec. 81-2701 to 81-2710.
- 25.4 The Union, the Employee Relations Administrator, and the Director of State Personnel will meet and confer once a new State Employee Classification System is developed concerning the resulting adjustments to the salaries of bargaining unit employees and the salary grades assigned to various classifications.
- 25.5 **Tax Sheltered Parking.** The Employer will provide an opportunity to employees to voluntarily participate in a tax sheltered parking program, subject to Internal Revenue Service Code Section 132. The plan will apply to employees paying for parking at a state facility through payroll deduction, and will apply to employees paying for parking at a private facility through payroll deduction. The effect of this plan will be to reduce the amount of taxable income to employees meeting this criteria, as pre-tax dollars will be used to pay for employee parking payments.

CLASS CODE PREFIXES

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

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

APPENDIX A**ADMINISTRATIVE PROFESSIONAL BARGAINING UNIT**

Code	Grade	Class Title
A19211	350	Accountant I
A19411	352	Accountant I/Systems
A19212	352	Accountant II
A19412	354	Accountant II/Systems
A19213	354	Accountant III
A09121	350	Administrative Assistant I
A09122	352	Administrative Assistant II
A09123	354	Administrative Assistant III
A47460	355	Agriculture Promotion Coordinator
A27111	352	Appraiser I
A27112	354	Appraiser II
A27113	355	Appraiser III
A33523	351	Artist Chief
A33512	350	Artist II
A31111	353	Attorney I
A31112	355	Attorney II
A21211	352	Audit Associate
A21212	353	Auditor
A21213	355	Auditor Senior
A19311	351	Budget Officer I
A19312	353	Budget Officer II
A09211	351	Business Manager I
A09212	353	Business Manager II
A05311	350	Buyer I
A05312	352	Buyer II
A05313	354	Buyer III
A41240	353	Capitol Archivist
A15710	353	Civil Defense Planning Specialist
A68110	353	Civil Defense Program Specialist
A68610	353	Civil Defense Radiological Systems Manager
A66711	352	Corrections Emergency Preparedness Response Specialist
A66610	351	Corrections Industries Sales Representative
A66862	351	Corrections Records Manager I
A05222	350	Corrections Warehouse Operator
A39251	352	Curator I/Museum Collections
A39311	353	Curator/Anthropology
A45240	353	Drinking Water Program Specialist
A49410	354	Economic Development Business Assistance Consultant
A49310	355	Economic Development Business Consultant
A49110	354	Economic Development Consultant
A49220	354	Economic Development Field Service Representative
A49280	355	Economic Development Financial Packager
A49140	354	Economic Development Job Training Consultant
A49610	355	Economic Development Patent Consultant

ADMINISTRATIVE PROFESSIONAL BARGAINING UNIT (continued)

Code	Grade	Class Title
A13910	354	Economist
A17723	353	Equal Opportunity Commission Investigator II
A19611	351	Federal Aid Administrator I
A19612	353	Federal Aid Administrator II
A19613	355	Federal Aid Administrator III
A19920	355	Financial Assurance Coordinator
A86530	351	Forms Management Analyst
A19840	353	Health Financial Feasibility Analyst
A13411	353	Health Medical Records Data Base Manager
A74210	356	HHSS Policy/Regulation Coordinator
A74220	356	HHSS Program Performance Measurement Consultant
A11920	356	HHSS Staff and Partnership Development System Consultant
A09860	356	HHSS System Consultant
A57412	352	Highway Agreements Specialist I
A57413	353	Highway Agreements Specialist II
A57411	351	Highway Agreements Technician
A17800	353	Highway Civil Rights Assistant Coordinator
A17690	351	Highway Contracts Compliance Officer
A31610	354	Highway Hearings Officer
A21811	352	Highway Operational Analyst I
A21812	354	Highway Operational Analyst II
A13200	352	Highway Research Coordinator
A27350	354	Highway Right of Way Local Liaison Coordinator
A27311	352	Highway Right-Of-Way Agent I
A27312	354	Highway Right-Of-Way Agent II
A55774	355	Highway Total Station Survey Coordinator
A57541	351	Highway Utilities Coordinator I
A57542	353	Highway Utilities Coordinator II
A39650	352	Historian/Preservation
A39381	353	Historical Society Program Associate
A07011	354A	Information Technology Applications Developer
A07014	358A	Information Technology Applications Developer/Lead
A07012	356A	Information Technology Applications Developer/Senior
A07013	358A	Information Technology Applications Developer/Staff Specialist
A07081	354B	Information Technology Business Systems Analyst
A07082	356B	Information Technology Business Systems Analyst/Lead
A07044	352	Information Technology Computer Operator/Lead
A07043	350	Information Technology Computer Operator/Senior
A07051	354A	Information Technology Data/Database Analyst
A07054	358A	Information Technology Data/Database Analyst/Lead
A07052	356A	Information Technology Data/Database Analyst/Senior
A07053	358A	Information Technology Data/Database Analyst/Staff Specialist
A07061	352A	Information Technology Help Desk Coordinator
A07062	354A	Information Technology Help Desk Coordinator/Senior
A07072	354A	Information Technology Infrastructure Support Analyst
A07074	358A	Information Technology Infrastructure Support Analyst/Lead

ADMINISTRATIVE PROFESSIONAL BARGAINING UNIT (continued)

Code	Grade	Class Title
A07073	356A	Information Technology Infrastructure Support Analyst/Senior
A07031	354A	Information Technology Operations Analyst
A07032	356A	Information Technology Operations Analyst/Senior
A07021	354A	Information Technology Systems Programmer
A07024	358A	Information Technology Systems Programmer/Lead
A07022	356A	Information Technology Systems Programmer/Senior
A07023	358A	Information Technology Systems Programmer/Staff Specialist
A67730	354	Juvenile Services Program Specialist
A11611	354	Law Enforcement Instructor
A37113	354	Librarian
A37222	350	Librarian II/Agency
A37223	352	Librarian III/Agency
A31121	351	Paralegal I
A33710	353	Photography and Cinematographic Specialist
A05410	352	Procurement/Placement Specialist
A13120	354	Program Analyst
A27331	350	Property Tax Appraiser Assistant
A27321	352	Property Tax Assessor Assistant
A29710	356	Property Tax Associate
A33122	351	Public Information Officer I
A33123	353	Public Information Officer II
A33124	355	Public Information Officer III
A33111	349	Public Information Technician
A35850	349	Radio Announcer/Producer
A35880	352	Radio Music Coordinator
A35890	352	Radio Reporter/Producer
A13111	350	Research Analyst I
A13112	352	Research Analyst II
A17802	350	Retirement Specialist I
A17803	352	Retirement Specialist II
A29780	356	Revenue Charitable Gaming Analyst
A13710	356	Revenue Economist
A29750	355	Revenue Lottery Accounts Manager
A29740	355	Revenue Lottery Products Manager
A29311	351	Revenue Property Tax Analyst I
A29312	352	Revenue Property Tax Analyst II
A27122	354	Revenue Property Tax Field Liaison
A27121	352	Revenue Property Tax Field Liaison Trainee
A29621	354	Revenue Tax Law Conferee I
A29622	356	Revenue Tax Law Conferee II
A11330	354	Safety Coordinator
A11310	351	Safety Specialist
A13130	352	State Patrol Crime Analyst
A13251	350	Statistical Analyst I
A13252	352	Statistical Analyst II

ADMINISTRATIVE PROFESSIONAL BARGAINING UNIT (continued)

Code	Grade	Class Title
A13253	354	Statistical Analyst III
A35922	354	Telecommunications Analyst
A35924	358	Telecommunications Analyst/Lead
A35923	356	Telecommunications Analyst/Senior
A35921	352	Telecommunications Technician
A11124	354	Training Coordinator
A11121	351	Training Instructor
A11122	353	Training Specialist I
A11123	354	Training Specialist II
A15211	350	Transportation Planner I
A15212	352	Transportation Planner II
A15213	354	Transportation Planner III
A90211	351	Veterans Affairs Service Officer I
A90212	353	Veterans Affairs Service Officer II
A13350	353	Vital Statistics Program Analyst
A11451	350	Vocational Teacher I
A11452	352	Vocational Teacher II
A11460	353	Vocational Training Coordinator
A19620	351	Workers Compensation Claims Reviewer

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

Code	Grade	Class Title
C73970	253	Aging Services Ombudsman
C73912	254	Aging Services Program Manager
C73911	253	Aging Services Program Specialist
C72342	254	Certified Master Social Worker
C72792	252	Chemical Dependency Counselor
C72791	250	Chemical Dependency Treatment Specialist
C62321	251	Child Care Resource Specialist
C73682	252	Child Support Enforcement Operations Specialist
C73681	251	Child Support Enforcement Worker
C72490	252	Corrections D & E Case Manager
C66570	252	Corrections Extradition and Warrant Officer
C66511	250	Corrections Parole Officer
C66512	252	Corrections Parole Officer/Senior
C76960	255	Disability Services Coordinator
C72250	252	Disability Services Specialist
C78610	255	DPI Program Manager
C78810	254	DPI Program Specialist
C70120	250	Employment Specialist
C72111	249	Family Support Specialist
C73771	252	Foster Care Review Specialist
C72711	250	Hearing Impaired Field Representative I
C72712	252	Hearing Impaired Field Representative II
C72713	253	Hearing Impaired Field Representative III
C72690	253	Hearing Impaired Interpreter/Program Assistant
C72700	254	Hearing Impaired Interpreter/Program Coordinator
C72680	254	Hearing Impaired Mental Health Program Specialist
C73232	252	HHSS Community Resource Development Specialist
C72230	249	HHSS Eligibility Technician
C73710	254	HHSS Food Distribution Coordinator
C73260	255	HHSS Program Coordinator
C73210	254	HHSS Program Specialist
C73310	251	HHSS Quality Control Specialist
C73231	251	HHSS Resource Developer
C78871	251	HHSS Service Coordinator
C70410	254	Job Service Program Specialist
C70850	254	Job Training Program Coordinator
C70820	251	Job Training Program Monitor
C70830	253	Job Training Program Specialist
C70811	250	Job Training Services Representative I
C70812	251	Job Training Services Representative II
C72341	253	Master Social Worker
C73510	252	Medicaid Reviewer/RN
C73490	252	Medical Claims Investigator

SOCIAL SERVICES and COUNSELING BARGAINING UNIT (continued)

Code	Grade	Class Title
C76950	252	Mental Retardation Program Reviewer
C72312	252	Protection and Safety Worker
C72311	250	Protection and Safety Worker Trainee
C79921	251	Religious Coordinator I
C79922	252	Religious Coordinator II
C72171	249	Social Services Trainee
C72172	251	Social Services Worker
C72331	250	Social Worker I
C72332	251	Social Worker II
C69420	251	Unemployment Insurance Adjudicator
C69400	249	Unemployment Insurance Claims Specialist
C69211	253	Unemployment Insurance Field Representative
C72611	251	Visually Impaired Orientation Counselor I
C72612	253	Visually Impaired Orientation Counselor II
C72511	251	Vocational Rehabilitation Counselor I
C72512	253	Vocational Rehabilitation Counselor II
C70130	251	Workforce Coordinator
C72481	251	Youth Counselor I
C72482	252	Youth Counselor II

APPENDIX A**ENGINEERING, SCIENCE and RESOURCES BARGAINING UNIT**

Code	Grade	Class Title
E82350	273	Agronomist
E55611	671	Architect I
E55612	673	Architect II
E55613	276	Architect III
E59211	274	Aviation Specialist
E53311	270	Chemist I
E53312	672	Chemist II
E53313	274	Chemist III
E35710	273	Communications Systems Coordinator
E35160	275	Educational Telecommunications Digital Television Planning/ Systems Engineer
E35310	273	Educational Telecommunications Receive Systems Field Engineer
E51210	271	Energy Conservation Program Coordinator
E51310	272	Energy Program Administrator
E51410	276	Energy Technical Advisor
E55311	273A	Engineer I
E55312	274A	Engineer II
E45411	271	Environmental Analyst I
E45412	273	Environmental Analyst II
E55511	273A	Environmental Engineer I
E55512	674	Environmental Engineer II
E55513	676	Environmental Engineer III
E62560	273	Environmental Health Analyst
E45110	272	Environmental Quality Compliance Specialist
E45140	272	Environmental Quality Field Data Specialist
E45130	274	Environmental Quality Programs Specialist
E90810	275	Ethanol Project Manager
E55810	275	Facilities Construction Manager
E82411	271	Game and Parks Assistant Horticulturist
E53411	270	Game and Parks Fish and Wildlife Biologist I
E53412	272	Game and Parks Fish and Wildlife Biologist II
E53420	275	Game and Parks Fish and Wildlife Specialist
E43510	274	Game and Parks Outdoor Education Specialist
E53430	274	Game and Parks Program Specialist
E43610	673	Game and Parks Recreation Planner
E43211	269	Game and Parks Superintendent I
E43212	271	Game and Parks Superintendent II
E53510	274	Geologist
E53530	274	Geologist/Groundwater
E13410	285	Health Data Coordinator
E57780	276	Highway Construction Scheduling Coordinator
E57760	273	Highway Cost Estimator

ENGINEERING, SCIENCE and RESOURCES BARGAINING UNIT (continued)

Code	Grade	Class Title
E57521	272	Highway Local Liaison Technician I
E57522	274	Highway Local Liaison Technician II
E57640	276	Highway Pavement Management Coordinator
E57750	273	Highway Plans and Specifications Reviewer
E45430	274	Highway Wetlands Biologist
E62570	275	Human Health and Ecological Risk Assessor
E53211	270	Laboratory Scientist I
E53212	272	Laboratory Scientist II
E55651	271	Landscape Architect I
E55652	273	Landscape Architect II
E53930	273	Metrologist
E15313	276	Natural Resources Planner Coordinator
E15312	274	Natural Resources Planner Technician
E45230	274	Natural Resources Program Specialist
E45211	270	Natural Resources Specialist I
E45212	272	Natural Resources Specialist II
E45213	274	Natural Resources Specialist III
E62800	275	Quality Assurance Control Specialist
E53851	273	State Patrol Criminalist
E53850	275	State Patrol Documents Examiner
E45310	273	Water Supply Specialist

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

Code	Grade	Class Title
H77023	280	Activity Specialist
H77611	283	Audiologist I
H77612	285	Audiologist II
H75314	284	Clinical Nurse Trainer
H11511	280	Community Health Educator I
H11512	282	Community Health Educator II
H11513	284	Community Health Educator III
H75511	280	Community Health Nurse I
H75512	282	Community Health Nurse II
H75513	284	Community Health Nurse III
H77812	282	Dental Hygienist
H74330	283	Developmental Disabilities Program Specialist
H80410	282	Dietitian
H77511	282	Educational Therapist
H74851	282	Emergency Medical Services Specialist I
H74852	283	Emergency Medical Services Specialist II
H74932	287	Epidemiology Surveillance Coordinator
H13410	285	Health Data Coordinator
H74241	285	Health Program Manager I
H74931	285	Health Surveillance Specialist
H74960	289	HHSS Managed Care Epidemiologist
H73580	284	HHSS Medicaid Nurse Consultant
H74650	285	HHSS Nurse Consultant
H73320	284	HHSS Program Specialist-RN
H76311	280	Human Services Treatment Specialist I
H76312	282	Human Services Treatment Specialist II
H73560	286	Medicaid Program Manager
H74950	288	Medical Entomologist
H74910	280	Medical Programs Coordinator
H53720	282	Medical Radiographer
H72431	282	Mental Health Practitioner I
H72432	284	Mental Health Practitioner II
H75311	281	Nurse I
H75312	283A	Nurse II
H77312	285	Occupational Therapist
H77311	280	Occupational Therapy Assistant
H77731	286	Pharmacist
H77740	288	Pharmacist/Clinical
H77113	283	Physical Therapist I
H77114	285	Physical Therapist II
H77112	280	Physical Therapy Assistant
H76812	286	Psychologist I
H76813	287	Psychologist II

HEALTH and HUMAN CARE PROFESSIONAL BARGAINING UNIT (continued)

Code	Grade	Class Title
H76814	288	Psychologist III
H76811	283	Psychologist/Associate
H76815	289	Psychologist/Clinical
H80451	283	Public Health Nutritionist
H80452	284	Public Health Nutritionist, Senior
H62514	286	Radiological Health Physicist
H62511	280	Radiological Health Specialist I
H62512	283	Radiological Health Specialist II
H79824	281	Recreation Coordinator
H79823	280	Recreation Specialist
H75520	286	School and Adolescent Health Nursing Coordinator
H77651	283	Speech Pathologist I
H77652	285	Speech Pathologist II

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

Code	Grade	Class Title
I77011	226	Activity Aide
I77012	228	Activity Assistant
I79510	226	Barber/Beautician
I11500	226	Community Health Homemaker Aide
I77811	225	Dental Assistant
I77850	230	Dental Health Community Coordinator
I53660	232	Dental Laboratory Technician
I76214	228	Developmental Specialist
I76211	224	Developmental Technician I
I76212	226	Developmental Technician II
I76213	227	Developmental Technician III
I75211	227	Licensed Practical Nurse I
I75212	229A	Licensed Practical Nurse II
I53730	229	Medical Technologist
I79680	225	Patient Services Representative
I05810	224	Patient Shopper
I77712	227	Pharmacy Inventory Technician
I77711	225	Pharmacy Technician
I77111	226	Physical Therapy Aide
I76113	227	Psychiatric Specialist
I76111	224	Psychiatric Technician I
I76112	226	Psychiatric Technician II
I79811	226	Recreation Aide
I79812	228	Recreation Assistant
I77410	225	Respiratory Care Technician
I75113	227	Staff Care Specialist
I75111	224	Staff Care Technician I
I75112	226	Staff Care Technician II
I72670	228	Vocational Rehabilitation Technician

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

Code	Grade	Class Title
M53652	207	Agriculture Seed Analyst I
M53653	209	Agriculture Seed Analyst II
M53651	205	Agriculture Seed Analyst Trainee
M53654	210	Agriculture Senior Seed Analyst
M84710	213	Aircraft Mechanic
M33511	208	Artist I
M37100	209	Audio Tape Duplication Coordinator
M84622	206A	Automotive Mechanic I
M84623	208A	Automotive Mechanic II
M84640	210	Automotive Technician
M84624	210A	Automotive/Diesel Mechanic
M84625	211A	Automotive/Diesel Mechanic Lead
M86311	203	Bindery Worker I
M86312	207	Bindery Worker II
M86313	209	Bindery Worker III
M84540	211	Building Automation Control Technician
M35690	206	Communications Assistant
M86470	207	Composing Machine Operator
M66640	212	Corrections Industries Print Shop Operator
M66630	211	Corrections Industries Shop Operator
M79120	210	Corrections Laundry Operator
M82121	204	Custodian/Housekeeper
M55110	207	Drafter
M35100	209	Educational Telecommunications Classroom Technician
M35112	210	Educational Telecommunications Engineer I
M35113	211	Educational Telecommunications Engineer II
M35120	213	Educational Telecommunications Field Engineer
M35130	211	Educational Telecommunications Field Technician
M35150	214	Educational Telecommunications Maintenance Engineer
M35160	214	Educational Telecommunications Satellite Maintenance Engineer
M35111	208	Educational Telecommunications Technician
M84210	211	Electrician
M84814	211	Electronics Design Specialist
M84852	213	Electronics Specialist Senior/Aviation Aids
M84851	211	Electronics Specialist/Aviation Aids
M84890	211	Electronics Specialist/Radiological Systems
M84801	208	Electronics Technician
M84803	211	Electronics Technician Leader
M84802	210	Electronics Technician/Senior
M55233	210	Engineering Associate
M55234	212	Engineering Associate/Senior
M84771	208	Equipment Technician I
M84160	211	Facility Maintenance Leader

MAINTENANCE, TRADES and TECHNICAL BARGAINING UNIT (continued)

Code	Grade	Class Title
M84150	210	Facility Maintenance Specialist
M84141	205	Facility Maintenance Technician I
M84142	208	Facility Maintenance Technician II
M65121	209	Firefighter
M65122	210	Firefighter Driver/Crew Chief
M80121	202	Food Service Aide
M80122	204	Food Service Assistant
M80123	205	Food Service Cook
M80124	206	Food Service Leader
M80210	208	Food Service Specialist
M43151	206	Game and Parks Conservation Technician I
M43152	208	Game and Parks Conservation Technician II
M43111	200	Game and Parks Park Worker I
M43112	201	Game and Parks Park Worker II
M43113	202	Game and Parks Park Worker III
M55700	210	Geodetic Survey Technician
M82271	205	Groundskeeper
M82272	208	Groundskeeper Leader
M85250	208	Heavy Equipment Mechanic/Operator
M55760	210	Highway Aerial Camera Operator
M55660	210	Highway Bridge Data Technician
M55653	212	Highway Bridge Designer I
M55654	214	Highway Bridge Designer II
M55651	208	Highway Bridge Detailer I
M55652	210	Highway Bridge Detailer II
M55670	214	Highway Bridge Hydraulics Analyst
M55300	212	Highway Bridge Inspector
M55161	207	Highway Cartographer I
M55162	208	Highway Cartographer II
M55163	210	Highway Cartographer III
M55281	205A	Highway Construction Technician I
M55282	208B	Highway Construction Technician II
M55283	211B	Highway Construction Technician III
M55284	214A	Highway Construction Technician IV
M55641	207	Highway Design Technician I
M55642	208	Highway Design Technician II
M55643	210	Highway Design Technician III
M55611	210	Highway Designer I
M55612	212	Highway Designer II
M55613	214	Highway Designer III
M57830	211	Highway District ROW Permits Officer
M55290	207	Highway Drilling Assistant
M57720	213	Highway Earthwork Specialist
M57141	208	Highway Inventory Technician I
M57142	210	Highway Inventory Technician II

MAINTENANCE, TRADES and TECHNICAL BARGAINING UNIT (continued)

Code	Grade	Class Title
M55781	211	Highway Land Surveyor
M57520	212	Highway Liaison Assistant Manager
M55620	212	Highway Lighting Designer
M85113	208	Highway Maintenance Crew Chief
M85111	205B	Highway Maintenance Worker
M85112	207A	Highway Maintenance Worker/Senior
M53631	208	Highway Materials and Tests Technician I
M53632	210	Highway Materials and Tests Technician II
M53633	212	Highway Materials and Tests Technician III
M55710	214	Highway Materials Designer
M55720	210	Highway Materials Special Provisions Technician
M55731	208	Highway Photogrammetric Technician I
M55732	210	Highway Photogrammetric Technician II
M55733	212	Highway Photogrammetric Technician III
M55690	214	Highway Project Engineering Review Analyst
M55431	208	Highway Right-of-Way Associate I
M55432	211	Highway Right-of-Way Associate II
M55681	208	Highway Right-of-Way Designer I
M55682	210	Highway Right-of-Way Designer II
M55683	212	Highway Right-of-Way Designer III
M55771	208	Highway Survey Assistant
M55630	214	Highway Urban Off-System Coordinator
M53110	204	Laboratory Assistant
M53170	208	Laboratory Specialist
M53141	205	Laboratory Technician I
M53142	207	Laboratory Technician II
M79113	205	Laundry Supervisor
M79111	201	Laundry Worker I
M79112	203	Laundry Worker II
M86410	209	Lithographer
M84330	210	Machinist
M53710	207	Medical Diagnostic Technician
M55170	210	Natural Resources Cartographer
M55540	212	Natural Resources Floodplain Management Specialist
M55752	211	Natural Resources Geodetic Survey Crew Leader
M55740	212	Natural Resources Photogrammetric Technician
M55751	208	Natural Resources Survey Assistant
M03211	208	Office Services Technician
M86351	208	Offset Press Worker I
M86352	210	Offset Press Worker II
M33612	209	Photographer
M33611	206	Photography Technician
M84230	211	Plumber
M86450	209	Print Shop Typesetter
M86211	204	Printing Technician I

MAINTENANCE, TRADES and TECHNICAL BARGAINING UNIT (continued)

Code	Grade	Class Title
M86212	206	Printing Technician II
M86213	208	Printing Technician III
M86214	210	Printing Technician IV
M35830	207	Radio Announcer
M35870	212	Radio Production Coordinator
M35840	209	Radio Traffic and Continuity Coordinator
M85310	207	Semi Trailer Operator
M79211	203	Sewing Room Worker
M86711	205	Sign Printer I
M86712	208	Sign Printer II
M35811	209	State Patrol Communications Specialist
M53812	211	State Patrol Fingerprint Examiner
M53820	214	State Patrol Fingerprint Operating System Coordinator
M53811	209	State Patrol Fingerprint Technician
M33710	210	State Patrol Photography Specialist
M84511	205	Stationary Engineer I
M84512	208	Stationary Engineer II
M84523	210	Stationary Engineer III
M84534	211	Stationary Engineer Leader
M05550	207	Surplus Property Warehouse Specialist
M79311	204	Vehicle Operator I
M79312	205	Vehicle Operator II
M05221	208	Warehouse Technician
M84270	210	Welder

APPENDIX A

PROTECTIVE SERVICES BARGAINING UNIT

Code	Grade	Class Title
P66112	309A	Corrections Corporal
P66111	308A	Corrections Officer
P66113	310A	Corrections Sergeant
P66441	310B	Corrections Unit Caseworker
P64851	306	DAS Security Communications Specialist
P76141	306	Mental Health Security Specialist I
P76142	308	Mental Health Security Specialist II
P76143	310	Mental Health Security Specialist III
P64910	308	Military Security Specialist
P64831	305	Security Guard
P66751	306	Youth Security Specialist I
P66752	308	Youth Security Specialist II

APPENDIX A**ADMINISTRATIVE SUPPORT BARGAINING UNIT**

Code	Grade	Class Title
S19111	336	Accounting Clerk I
S19112	338	Accounting Clerk II
S02210	336	Admissions Clerk
S39920	337	Archeological Technician
S07541	340	Business Applications Support Technician
S07542	341	Business Applications Support Technician/Lead
S72110	336	Case Aide
S01610	336	Client Intake Clerk
S05712	338	Corrections Canteen Operator
S66861	339	Corrections Records Officer
S39131	339	Curator Assistant/Library/Archives
S07112	335	Data Entry Leader
S07111	334	Data Entry Operator
S07150	336	Data Terminal System Operator
S72320	336	DPI Social Work Technician
S86111	334	Duplicating Technician I
S86112	336	Duplicating Technician II
S17711	340	Equal Opportunity Commission Investigator
S02201	339	Health Information Technician
S31910	338	Hearings Stenographer
S07130	336	HHSS Data Processing Team Leader
S19810	337	HHSS Payments Reviewer
S55260	339	Highway Construction Management Technician
S57211	337	Highway Contracts Assistant
S57222	340	Highway Contracts Technician I
S57223	341	Highway Contracts Technician II
S57111	335	Highway Traffic Data Collector I
S57112	337	Highway Traffic Data Collector II
S07042	338	Information Technology Computer Operator
S07041	336	Information Technology Computer Operator/Technician
S07511	340	Information Technology Technical Assistant
S07512	341	Information Technology Technical Assistant/Lead
S31811	337	Legal Aide I
S31812	339	Legal Aide II
S37221	338	Librarian I/Agency
S37111	335	Library Assistant
S37510	338	Library Audio Playback Equipment/Duplication Coordinator
S37131	339	Library Reader's Advisor
S37112	337	Library Technician
S03331	332	Mail/Material Courier
S03333	336	Mail/Material Specialist
S03332	334	Mail/Material Worker
S02312	338	Medical Care Review Coordinator

ADMINISTRATIVE SUPPORT BARGAINING UNIT (continued)

Code	Grade	Class Title
S02311	337	Medical Care Reviewer
S02111	335	Medical Records Clerk
S01811	336	Motor Carrier Clerk I
S01812	337	Motor Carrier Clerk II
S01813	338	Motor Carrier Clerk III
S39090	339	Museum Registrar
S01112	333	Office Clerk II
S01113	335	Office Clerk III
S01120	338	Office Supervisor
S17112	338	Personnel Assistant
S86280	339	Print Shop Technical Assistant
S19710	338	Reimbursement Clerk
S19711	336	Reimbursement Clerk I
S17801	338	Retirement Specialist Trainee
S29111	337	Revenue Operations Clerk I
S29112	339	Revenue Operations Clerk II
S29113	340	Revenue Operations Specialist
S05111	332	Sales Clerk
S01411	335	Secretary I
S01412	336	Secretary II
S01413	338	Secretary/Administrative
S09111	337	Staff Assistant I
S09112	339	Staff Assistant II
S01720	337	State Patrol Carrier Enforcement Records Technician
S01710	337	State Patrol Criminal Identification Records Technician
S53820	337	State Patrol Evidence Technician
S13211	334	Statistical Clerk I
S13212	336	Statistical Clerk II
S05112	334	Stores Clerk I
S05113	336	Stores Clerk II
S05211	334	Supply Worker I
S05212	336	Supply Worker II
S01511	334	Switchboard Operator/Receptionist
S41220	334	Tourism Aide/Guide
S41230	336	Tourism Assistant
S41350	337	Tourism Facility Operator
S01210	334	Typist
S02511	335	Vital Statistics Clerk
S02512	337	Vital Statistics Specialist
S79610	338	Volunteer Services Coordinator
S01311	335	Word Processing Specialist I
S01312	336	Word Processing Specialist II
S01313	337	Word Processing Specialist III
S01330	338	Word Processing Technician

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

Code	Grade	Class Title
X62320	374	Agriculture Case Review Officer
X62341	372	Agriculture Food Sanitarian I
X62342	373	Agriculture Food Sanitarian II
X62311	370	Agriculture Inspection Specialist I
X62312	372	Agriculture Inspection Specialist II
X47310	374	Agriculture Investigation Officer
X62310	374	Agriculture Program Specialist
X62611	372	Boiler Inspector
X62520	366	Cosmetology Inspector
X62550	374	Developmental Disabilities Survey/Consultant
X21650	375	EDP Examiner
X62211	371	Electrical Inspector
X62621	372	Elevator/Amusement Ride Inspec
X62742	373	EMS/Health Licensing Coordinator
X62351	372	Environmental Health Scientist I
X62352	373	Environmental Health Scientist II
X62353	374	Environmental Health Scientist III
X21511	371	Examiner I
X21512	373	Examiner II
X21513	376	Examiner III
X21590	377	Examiner/Actuarial
X77760	376	Examining Boards Pharmacy Inspector
X62450	374	Facilities Surveyor/Consultant
X62800	373	Fatality Assessment & Control Evaluation (FACE) Field Investigator
X62130	371	Fire Marshal Deputy/Flammable Liquids
X62120	372	Fire Marshal Plans Examiner
X62360	375	Health Food Service Evaluation Officer
X62490	373	Health Industrial Hygiene Specialist
X62741	372	Health Licensing Coordinator
X62720	369	Health Licensing Specialist
X21310	374	HHSS Auditor
X73641	372	HHSS Fraud Investigator
X25111	371	Insurance Analyst I
X25112	373	Insurance Analyst II
X21751	371	Insurance Claims Investigator I
X21752	373	Insurance Claims Investigator II
X21721	374	Insurance Fraud Investigator
X21711	371	Insurance Market Conduct Examiner I
X21712	373	Insurance Market Conduct Examiner II
X62901	372	Jail Standards Examiner/Consultant I
X62902	373	Jail Standards Examiner/Consultant II
X62640	371	Labor Law Specialist
X73650	374	Medicaid Provider Fraud and Abuse Investigator

EXAMINING, INSPECTION and LICENSING BARGAINING UNIT (continued)

Code	Grade	Class Title
X62370	374	Milk Pasteurization Specialist
X62380	375	Milk Sanitation Rating Officer
X60111	369	Motor Vehicle Drivers Examiner
X62910	373	Motor Vehicle Industry Licensing Board Investigator
X62581	372	Nursing Services Surveyor Consultant I
X62582	374	Nursing Services Surveyor Consultant II
X62770	373	Oil and Gas Inspector
X77790	374	Professional & Occupational Licensing Investigator
X64611	374	Racing Commission Investigator
X27710	373	Real Estate Deputy Director/Enforcement
X21320	375	Reimbursement Analyst
X29222	371	Revenue Agent
X29711	370	Revenue Charitable Gaming Inspector
X29722	372	Revenue Charitable Gaming Investigator I
X29723	374	Revenue Charitable Gaming Investigator II
X29732	369	Revenue Charitable Gaming Licensing Specialist
X29731	367	Revenue Charitable Gaming Licensing Specialist/Trainee
X29223	373	Revenue Senior Agent
X29211	368	Revenue Taxpayer Services Specialist I
X29212	370	Revenue Taxpayer Services Specialist II
X62660	371	Safety Consultant
X62670	373	Safety Industrial Hygienist II
X29340	370	Sales Reviewer
X21611	371	Securities Analyst I
X21612	374	Securities Analyst II

APPENDIX C - HEALTH AND HUMAN SERVICES SYSTEM

For purposes of the 2003-2005 Labor Contract between NAPE/AFSCME, Local 61 and the State of Nebraska, the three agencies compiling the Health and Human Services System (HHSS) shall be treated as one agency.

C.1 CASELOAD/WORKLOAD

- C. 1. 1 Employees shall have the option to attend open enrollment meetings regarding any State approved benefits on paid work time and shall receive mileage compensation. Employees shall attend the meeting closest to their permanent work site unless prior authorization is given by the supervisor to attend at an alternate site. Office coverage must be maintained during the orientation meetings.
- C. 1.2 Employees participating in any projects or on committees approved, required, or allowed by the collective bargaining agreement or HHSS/Governor appointed committees, shall, if determined necessary by management, be allowed overtime and/or have their caseloads adjusted. Overtime must be authorized in advance.

C.2 OPEN CASELOADS

- C.2.1 When a caseload is left uncovered for more than 10 workdays, the HHSS shall:
 - 1) First, attempt to provide coverage by using current staff members. If practicable, the supervisor will ask for qualified volunteers from within the Unit. If there are no volunteers from within the Unit, qualified staff from within the facility will then be given the option to volunteer. Overtime may be authorized. The HHSS recognizes that additional non-voluntary coverage assignments may affect an employee's ability to adequately cover his/her own caseload/workload.
 - 2) Second, utilize qualified temporary employees. Both the Union and the HHSS will encourage people to make application for temporary assignments.

C.3 CHAIN OF COMMAND

- C. 3. 1 If questions cannot be answered locally within a reasonable amount of time, employees shall have the freedom to contact Program Development staff with questions.
- C.4 During the term of this labor agreement, a Labor/Management Committee may be convened to review the tuition assistance process.
- C.5 Any entity that contracts with the Health and Human Services System and which uses state employees in the conduct and completion of their business will be notified that said state employees are covered by a collective bargaining agreement. The agency agrees to remain neutral in any union organizing campaign of individuals not employed by the State.

C.6 WORK REASSIGNMENT OPPORTUNITY (WRO)

To reduce the time positions are vacant, the following procedure will be implemented to expedite the selection process for the following specified classes: Social Services Workers and Protection and Safety Workers. New employees may not use the WRO process for the first 24 months of their employment.

Vacant positions will be posted for no more than five (5) work days. Posting will be limited to only the Service Area where the vacancy exists.

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

Once an employee successfully uses the WRO process to transfer, they may not use the WRO process again for the next 24 months. If more than one person volunteers to transfer through the WRO process, the person selected will be the employee with the most time in that classification series as an employee of the agency. Part-time employees will have their time pro-rated when calculating time. If the position is filled through the WRO process, unsuccessful applicants will be notified that the position was filled through this process.

In situations where the agency can demonstrate that certain qualifications and/or experience is necessary to perform the job (those specific qualifications/experience shall be listed on the WRO posting), then the transfer opportunity shall be offered to applying employees in descending order based upon time in the class series until an employee is found who meets these criteria or until all employees applying have been considered, whichever occurs first. If no applicant qualifies through this process, the vacant position shall be advertised as provided in Section 9.1.

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

C.7 INTERNAL TRANSFER

To reduce the time positions are vacant, the following procedure will be implemented to expedite the internal transfer process for specified classes mutually agreed to by each HHSS facility and the union. New employees may not use this process while on original probation.

Vacant positions will be posted for no more than five (5) work days. Posting will be limited to only the 24 hour facility where the vacancy exists.

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

If more than one person volunteers to transfer through the process, the person selected will be the employee with the most time in that classification series as an employee of the agency. Part-time employees will have their time pro-rated when calculating time.

In situations where the agency can demonstrate that certain qualifications and/or experience is necessary to perform the job (those specific qualifications/experience shall be listed on the posting), then the transfer opportunity shall be offered to applying employees in descending order based upon time in the class series until an employee is found who meets these criteria or until all employees applying have been considered, whichever occurs first. If the position is filled through the process, unsuccessful applicants will be notified that the position was filled through this process. If no applicant qualifies through this process, the vacant position shall be advertised as provided in Section 9.1.

C.8 SENIORITY

C.8.1 Within two (2) months after the execution of this Agreement and every six (6) months thereafter, a list by bargaining unit in each facility showing the seniority of each employee shall be posted on specified bulletin boards pursuant to Article 2.11.

C.9 TEMPORARY SHIFT/WORK AREA REASSIGNMENTS

C.9.1 In the event emergency situations and/or (to prevent an adverse impact on delivery of services to clients) care requirements necessitating temporary reassignment of employees from their regular assignment or shift, the 24 hour facility will take into consideration the employee's length of service, qualifications, and other job related factors. Temporary assignments shall be evaluated on a daily basis unless the employee has been informed of the alternate anticipated time.

C.9.2 Temporary reassignments shall be accomplished by first reassigning qualified employees who have volunteered for the temporary reassignment. If no volunteers are available, the least senior qualified employee shall receive the temporary reassignment. (If appropriate, other job related factors may be considered.) This provision is not applicable to new hires for the first 90 days of employment.

C.10 WORK SCHEDULES

C.10.1 Change in permanent work schedules may be adopted by action of the employees for designated groups of employees by mutual agreement between a majority of the employees involved and the facility. When a schedule change is proposed by employees, the affected group must be named as well as the proposed schedule. If the proposed schedule change(s) is rejected, the 24 hour facility shall provide a written explanation for the rejection.

C.10.1a Determination of the schedule preference of a majority of employees shall be accomplished by a vote of the affected employees conducted under guidelines mutually agreed upon by the Union and the 24 hour facility after approval of the proposed change by the 24 hour facility. Said guidelines will include the provision that a majority vote of employees affected and voting shall be required to indicate a desire for

schedule revision by the employees. Should the new schedule require a 40 hour work week, the 8 and 80 hour overtime provisions shall be waived, with new overtime computations to be in the waiver. A copy of the waiver shall be sent to the NAPE/AFSCME office. In addition, changes in work schedules may be adopted in the Dietary, Maintenance, or Housekeeping units not assigned to particular buildings under the same conditions noted above. There shall be a limit of one vote per fiscal year for any group of employees.

- C.10.1b Schedule assignment will be based on classification, qualifications, and/or client care needs. When qualifications are not significantly different, state seniority shall be the determining factor in schedule preference. However, in such cases, once an employee selects a schedule based on employee's seniority, the employee may not change schedules again for one year unless approved by the 24 hour facility or as a result of changing positions through other provisions of this Labor Contract
- C.10.2 (Permanent) Work schedules will be arranged so that at least in every other work week employees shall have two (2) consecutive days off which will, where practicable, be Saturday and Sunday (if the employee so requests). However, it is not required that such days be Saturday and Sunday. Such two (2) consecutive days off, if practicable, shall be the same two (2) days each alternate week. Further, days off may be split if necessary in alternate weeks to provide such consecutive days off; however, employees shall not be scheduled to work more than six (6) consecutive days unless mutually agreed.

C.11 MEAL PERIODS

- C.11.1 For those employees whose scheduled work day is ordinarily eight (8) consecutive hours, a meal period shall be considered time worked, as those employees are considered on duty from the beginning of their shift until they finish their shift.

C.12 VACATION SCHEDULING

- C.12.1 Each 24 hour facility will post by December 15 a form on which employees shall designate preferred vacation time. (Holidays occurring in conjunction with vacation time will also be included.) Said form will remain posted until February 15. This will cover the period from April 1 through March 31 of the following year. The facility will post results March 15 in designated areas accessible to employees. Once the schedule has been posted, employee's vacation period will not be changed unless said change is necessary to prevent an adverse impact on delivery of services to clients. In such cases the employee will be permitted to select an alternate vacation period which will likewise not adversely affect the delivery of services to clients.
- C.12.1a Alternate Vacation Posting Process Schedule. The Grand Island and Thomas Fitzgerald Veteran's Homes shall pilot an alternate vacation posting schedule. These facilities will post by December 15, 2003, a form on which employees shall designate preferred vacation for the period of April 1, 2004, through September 30, 2004. (Holidays occurring in conjunction with vacation time will also be included.) Said form will remain posted until February 15, 2004. Each facility will post results March 15, 2004, in designated areas accessible to employees.

A second posting will occur on June 15, 2004, and shall remain posted until August 15, 2004, (Holidays occurring in conjunction with vacation time will also be included.) This will cover the vacation period of October 1, 2004, through March 31, 2005. Each facility will post results September 15, 2004, in designated areas accessible to employees.

Once the schedule has been posted, the employee's vacation period will not be changed unless said change is necessary to prevent an adverse impact on delivery of services of clients. In such cases, the employee will be permitted to select an alternate vacation period which will likewise not adversely affect the delivery of services to clients.

This alternate posting process will be evaluated in October 2004. At that time, with mutual agreement of the parties, the alternate posting process may continue in the two facilities and may be extended to the other facilities.

After the evaluation in October, 2004, labor/management meetings may be convened to consider implementation of an alternate posting process, as defined above, at other facilities.

- C.12.2 In evaluating and granting requests for vacation leave under the posting process, classification, seniority, and work unit as defined by the operational needs of the facility, will be the criteria used for granting vacation leave. Vacation requests, of three (3) work days or more, shall take priority over vacation requests of less than three (3) work days, regardless of seniority. When granting vacation requested during the scheduling period, employees will not have their vacation time split, without consultation with the employee, if they have requested five (5) or more days.
- C.12.3 Employees who wish to schedule vacation, or earned or to be earned holiday(s), outside of the posting process may do so by submitting a written request to their immediate supervisor outside the bargaining unit at least two weeks in advance of the requested vacation or earned or to be earned holiday(s). Such requests shall not be unreasonably denied. Provided operational needs permit, this two week advance notice requirement may be waived, and such requests shall not be unreasonably denied. For scheduling of vacation outside of the posting process, approval of vacation shall be based on the provision of operational needs, and such request shall not be unreasonably denied. When two or more requests are received on the same date, requesting vacation or earned or to be earned holiday(s) leave for the same date(s), the employee with the greatest seniority shall be given preference.
- C.12.4 In the event that an employee desires not to take the employee's vacation at the time scheduled, the 24 hour facility will endeavor to permit the employee to reschedule the employee's vacation so long as such rescheduling does not adversely affect the vacation schedule of other employees, nor adversely affect the delivery of services. Any employee may take such vacation in increments of not less than one hour as the employee may desire, provided however, the employee shall advise the 24 hour facility at the earliest practicable time. The taking of such vacation in hourly increments will be subject to approval by the 24 hour facility, but such approval will not be unreasonably withheld.

C.13 HOLIDAYS

C.13.1 Holidays shall be deemed to fall on the day on which the employee's designated holiday occurs. Absence on a scheduled holiday, when approved in conjunction with vacation leave approved through the posting process, shall not be denied if an employee with more seniority later requests leave on the same day.

C.14 UNIFORMS

C.14.1 When the 24 hour facility deems it necessary for an employee to wear a uniform as a condition of employment, the 24 hour facility shall provide for the full costs of three uniforms as defined by the facility on a set annual basis. In the event uniforms cannot be supplied through the 24 hour facility's usual and customary process, then, at the 24 hour facility's discretion, the employee shall be reimbursed for the purchase of uniforms at a rate not to exceed the usual and customary rate paid by the 24 hour facility for the procurement of uniforms. Such reimbursement is subject to the submission of a clearly dated sales receipt, with payment processing for the reimbursement to be initiated by the 24 hour facility within two work weeks following submission of the receipt.

C.14.2 The uniforms are considered the 24 hour facility's property and are subject to be returned by the employee upon employment termination in the same condition as initially provided to the employee (normal wear and tear excepted).

C.14.3 Employees' last names shall not be required to be displayed on their persons. Use of initials for the last name is acceptable.

C.15 OVERTIME

C.15.1 Any scheduled work shift which begins before, and ends after midnight, shall be considered as worked on the day on which it began.

C.15.2 Each regularly scheduled work shift will have a regular starting and quitting time. Such hours will be consecutive and not split.

C.15.3 In cases where employees have chosen compensatory time as the method of overtime compensation, the 24 hour facility will consult with and will consider the desires of the employee when compensatory time use is requested. If the compensatory time cannot be used within the succeeding 6 pay periods in which it was earned, the employee shall receive payment for said time.

C.15.3a When an employee and manager mutually agree to a 40 hour work week, the 8 and 80 hour overtime provisions shall be waived, with new overtime computations to be in the waiver. A copy of the waiver shall be sent to the NAPE/AFSCME Office.

C.15.4 Seniority lists for overtime assignments will be available in each work unit.

C.15.5 Voluntary Overtime

- C.15.5a The voluntary overtime assignment shall be specified when the request for volunteers is made.
- C.15.5b Available overtime will be offered first, to the extent practicable, to qualified employees on duty within the classification and work unit on the shift preceding the shift during which the overtime is to be worked, on a rotating basis in order of declining seniority.
- C.15.5c Where there is no preceding shift, the available overtime will be offered first to the extent practicable to the qualified employees within the classification and work unit on a rotating basis in order of declining seniority.
- C.15.5d In the event overtime is accepted by an employee, the next time overtime is available, it shall be first offered to the next qualified employee on the seniority list for the classification and work unit. For purposes of determining overtime eligibility only, overtime offered, and refused, shall be considered overtime worked.
- C.15.5e In cases where a request for voluntary overtime is posted a day or more in advance, the employee need not be on duty the prior shift.
- C.15.5f If voluntary overtime is rejected, off duty employees may be called.
- C.15.5g In the event an employee is improperly bypassed for overtime, the employee or employees who were bypassed will be the first employees offered overtime at the next opportunity. A notation that said employee was bypassed, including the date of such bypass, shall be placed by the employee's name on the list.
- C.15.5h The 24 hour facility may "pass over" and not offer overtime to employees who have indicated in writing any scheduling problems, conflicts or personal commitments which make working overtime undesirable.
- C.15.6 Mandatory Overtime
- C.15.6a If voluntary overtime is still rejected, or if off duty employees are unavailable or due to an emergency are not called, employee(s) on the shift preceding the shift during which the overtime is to be worked shall be required to work overtime.
- C.15.6b Employees will not be required to work mandatory overtime if they are within their first 90 days of employment.
- C.15.6c The mandatory overtime will be assigned in order of ascending seniority within classification and work unit. At the start of every other pay period the rotation will begin again with the least senior employee. A rotation cycle is two consecutive pay periods.
- C.15.6d In the event an employee is bypassed for overtime due to absence, the employee or employees who were bypassed will be the first employee(s) held for the next mandatory overtime during that rotation cycle. However, employees will not be required by management to work more than 3 overtime assignments (mandatory and voluntary combined) within the rotation cycle unless the employee agrees to do so or unless an emergency has been declared.

- C.15.6e An employee who volunteers for overtime of four or more hours shall have this overtime count toward their mandatory overtime in the current rotation cycle.
- C.15.6f An employee who volunteers for overtime will not be held for mandatory overtime on the next shift.
- C. 15.6g For purposes of administering this provision, overtime shall mean 4 or more hours. The employer will not unreasonably work employees on mandatory overtime of less than four (4) hours in order to avoid the provisions of this section.
- C.15.6h No employee required to work overtime shall be required to return to work without first being granted at least seven and one-half (7 1/2) hours time off between the last hour worked during overtime and the first hour worked upon return, unless the employee agrees to return sooner or if emergency conditions exist. The employee will suffer no loss in pay if the employee elects not to return until those seven and one-half hours are up. Nothing herein shall preclude the 24 hour facility from releasing employees prior to the end of a shift in such situations to provide the required time off between shifts and allow the employee to return at the commencement of the next shift.

C.16 CALL IN FOR ABSENCES

- C.16.1 In cases of absence, essential employees as determined by the 24 hour facility shall provide a standard 60-minute advance call-in notice prior to the start of their shift. This standard notice may be lessened for a department at the discretion of the 24 hour facility and may be waived in individual emergency situations.

APPENDIX D - DEPARTMENT OF ROADS

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

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

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

D.2 The Union and the Agency have entered into this agreement in order to facilitate the filling of vacancies, without in any manner diminishing an individual's rights and protections accorded by Article 9 of the labor agreement.

1. A vacant position will not need to be posted, if a qualified employee of the Agency is placed in the position, when such placement is the result of any of the following:
 - a. The employee so placed is currently assigned to the division/district and by virtue of previous assignment is uniquely suited for such position;
 - b. The employee so placed has had such action taken as a result of disciplinary action;
 - c. When the placement of said employee is for the purpose of protecting or otherwise related to the health of an employee (in such instance, the action must be voluntary);
 - d. In a case of lateral transfers only, when the placement is the result of Agency organizational changes which did not result in the establishment of a new position;
 - e. Nothing herein shall be construed as preventing the Agency, in emergency situations, from filling a position on a temporary basis without posting the position. Such temporary assignment shall not exist for a period longer than sixty days;
 - f. When the position is filled by an employee displaced by other personnel actions (i.e., layoff, non-disciplinary demotion).
2. When a vacant position is filled without posting, a notice of such promotion or position selection shall be posted on the appropriate district/division bulletin boards for a period of seven calendar days.
3. The parties hereto recognize that the selection of an individual is subject to all other provisions of Article 9, and that the time periods as provided in Article 4, Section 6 shall be subject to Section 2 above, or in the case of non-access to a posting, when the employee knew or should have known of the promotion or position selection.

- D.3 Where the Agency requires employees to wear safety toe shoes/boots, the Agency will reimburse the employee one hundred fifty dollars, toward the purchase of safety toe work shoes/boots. This will be limited to one reimbursement for one pair of safety toe shoes/boots for the entire contract period, July 1, 2003 through June 30, 2005, and made upon evidence of purchase.
- D.4 The Agency will provide reflective rain gear, seasonal leatherwork gloves and the appropriate gloves for welding, working with chemicals or other hazardous materials. As new reflective rain gear, seasonal leatherwork gloves or appropriate gloves for welding, working with chemicals or other hazardous materials are needed; the employee will exchange (turn in) the old item for a replacement. If the item is lost, the employee will turn in a written statement detailing what happened to the item.
- D.5 The parties agree the Department of Roads Human Resources Policies and Procedures Policy on Alcohol and Drug Testing is intended to comply with the Omnibus Transportation Employee Testing Act of 1991 and relevant Department of Transportation regulations. The parties agree that the workplace should be free from the risks posed by the use of alcohol and controlled substances in order to protect the safety of employees and the public. The unlawful manufacture, distribution, possession, or use of a controlled substance in the workplace is prohibited. An employee assistance program is available to employees with personal problems, including those associated with alcohol or controlled substances use. The Agency and the Union will aid such employees who request assistance with such problems. The Agency and the Union will encourage and/or direct the employee to seek professional assistance where appropriate as it applies to Section D.5 of this appendix.
- D.6 Upon evidence of payment, the Department of Roads will reimburse the employee the difference in cost between a required Commercial Drivers License and a regular drivers license. Time spent acquiring or renewing a CDL will be considered work time. If the employee fails to pass the written Class B CDL test, work time will not be granted for subsequent testing.
- D.7 Snow Removal - If the State places employees in a paid status in an area because of inclement weather and requires its Department of Roads employees to work at snow removal, those employees shall receive an equivalent amount of paid time which shall be paid as compensatory time.
- D.8 All hours worked on Sundays (except when Sunday is a regularly scheduled workday), or in excess of twelve hours in any one work day, shall be considered overtime and shall be paid at one and one-half times the regular hourly rate. This includes all bargaining unit employees except those bargaining unit classifications or pay grades identified in the main labor contract as being not eligible for overtime. Work schedule changes shall not be adjusted for the purpose of avoiding overtime.
- D.9 Because employees of the Department of Roads normally work during the day, they will not normally qualify for shift differential. However, bargaining unit members on duty and working between the hours of 6:00 p.m. and 6:00 a.m. shall receive sixty cents per hour shift differential for all hours worked between 6:00 p.m. and 6:00 a.m.

- D.10 When vacancies occur the Union and the Agency agrees to provide either a labor or management replacement for the Safety Committees or the Employee Suggestion Committee within 15 workdays of written notification from the Roads Human Resources Division. The Union will provide a list of union contacts to the Human Resources Administrator for notification of committee vacancies.
- D.11 District employees, maintenance employees, construction employees, information technology employees and electronics technicians may be subject to being called 24 hours per day to respond to emergency situations. Emergency response situations requiring employees to respond without having been placed in an on-call status are: accidents, weather (that was not predicted in advance), State Patrol or other law enforcement calls, or emergency assistance calls.
- D.12 Employees shall be allowed to bank up to 80 hours of compensatory time for leave purposes in a calendar year. The districts/divisions shall have the discretion to allow the accumulation of up to 240 hours of compensatory time as provided in Section 12.8.b. At the end of the calendar year, all unused compensatory time in excess of 40 hours may be paid in cash.
- D.13 The Agency shall provide an initial issue of three orange or yellow/green t-shirts or orange button shirts to newly hired employees to all Highway Maintenance Workers, Highway Maintenance Workers/Sr, Highway Maintenance Crew Chiefs and Highway Construction Tech I, II, III & IV's in the Districts and all Highway Survey Assistants, Highway Land Surveyors and Geodetic Survey Technicians. As new shirts are needed, the employee will exchange (turn in) the old shirt for a replacement to their first level supervisor.
- D.14 When requested by the employee, uniforms and cleaning will be provided to employees in the following classifications: Automotive Mechanic I, Automotive Mechanic II, Automotive/Diesel Mechanic, Automotive/Diesel Mechanic Lead, Electrician, Plumber, Facility Maintenance Leader, Facility Maintenance Specialist, Facility Maintenance Technician I & II, Machinist, and Welder. The uniform and any components of said uniform remain the property of the State of Nebraska and shall be turned in by the employee to the employee's immediate supervisor either when damaged or in need of replacement or upon termination of employment.
- D.15 Emergency response situations requiring employees to respond without having been placed in an on-call status will be in a paid status from the time they are notified to report to work. Employees shall be notified in order of seniority. Employees must make every reasonable effort to report for duty at their assigned work-site.

APPENDIX E - GAME AND PARKS COMMISSION

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

APPENDIX F - NEBRASKA STATE PATROL

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

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

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

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

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

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

APPENDIX F - NEBRASKA STATE PATROL (continued)

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

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

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

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

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

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

- F.5 Nebraska State Patrol may extend the probationary period of a newly hired employee into safety sensitive positions, not to exceed a total of one calendar year from the date of hire or rehire, if the employee has a pre-existing medical condition at the time of hire/rehire, which prevents the agency from administering a preemployment polygraph examination. The Nebraska State Patrol may administer a polygraph examination to persons hired or rehired into safety sensitive positions when the employee is medically able to undergo a polygraph examination provided that the employee is on original probation. The provisions in this Sections apply to new hires and rehires, including bargaining unit members that transfer to a position in the State Patrol from a position in another State agency.

APPENDIX G - COMMISSION ON LAW ENFORCEMENT & CRIMINAL JUSTICE

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

APPENDIX I - DEPARTMENT OF AGRICULTURE

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

APPENDIX J - DEPARTMENT OF ENVIRONMENTAL QUALITY

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

- J.1 Where the Department of Environmental Quality requires the wearing of safety and protective clothing, the Department shall provide such items and shall provide for the maintenance of safety equipment in proper working condition. Employees shall not use such items for personal use.
- J.2 The Department of Environmental Quality shall continue the past practice of making available phones for use by field staff.
- J.3 The Department of Environmental Quality shall make first aid kits available.
- J.4 The Department of Environmental Quality shall provide appropriate training regarding safety and the use of protective equipment.
- J.5 The Department of Environmental Quality agrees to establish an agency Labor-Management Committee to address Health and Safety concerns.

APPENDIX L - DEPARTMENT OF LABOR

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

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

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

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

APPENDIX M - DEPARTMENT OF CORRECTIONAL SERVICES

PROTECTIVE SERVICES BARGAINING UNIT EMPLOYEES

M.1 DEFINITIONS

M.1.1 Unless the context is shown to intend otherwise, words and phrases in this Appendix are used in the following sense:

M.1.2 AGENCY SENIORITY – Total months of continuous service with an Agency as identified by Agency records.

M.1.3 CLASSIFICATION SENIORITY – Total amount of service in each job classification as listed:

Corrections Officer	Corrections Sergeant
Corrections Corporal	Corrections Caseworker

M.1.4 EMERGENCY – Escape, riot, fire, hostage situation, natural disaster, or other unusual situation, declared by the Director and/or designee, which threatens, or may threaten the security of the institution, work area or safety of the public, employees, inmates and/or others.

M.1.5 JOB CLASS SPECIFICATION – The official written description of a class of work which defines the classification, lists some of the more typical tasks of the classification and the supervision exercised and received.

M.1.6 PRIMARY POST ASSIGNMENT – The post assignment which is given the employee on an official form. This assignment is permanent and dictates assignment of class, grade, etc. This is subject to the Agency providing ten work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency as defined in M.1.4.

M.1.7 PROMOTION – Reassignment of an employee from one class to another class of a higher salary grade, with increased duties and responsibilities.

M.2 SEARCHES OF EMPLOYEES

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

M.3 HOURS OF WORK

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

M.3.1.1 Labor and Management agree to establish an agency-wide Labor Management Committee to meet and discuss alternative work shifts. The Union and Management shall select four (4) representatives each, from their respective sides, to form this committee. The Labor Management Committee will report its findings and recommendations by July 1, 2003. Any alternative work shift recommended shall guarantee the employer's ability to provide services, meet all work demands as defined by the employer, and to the extent practicable, meet employee personal scheduling preferences.

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

M.3.3 Work Schedules and Changes - Correctional Officers, Correctional Corporals, and Correctional Unit Caseworkers will be assigned to permanent shifts and permanent days off. This is subject to the Agency providing ten work days written notice to the affected employees prior to making changes in their permanent work schedules, except when requested or agreed to by the Employee or in cases of emergency as defined in M.1.4.

Subject to Institutional needs, Sergeants will be assigned to a permanent shift and days off, and will rotate from post to post on that shift every six months; except for Sergeant positions designated as an exempt post. When making assignments or conducting the bidding process for shift/days off seniority will be taken into considerations; however, Institutional needs will be the determining factor. Sergeants may be temporarily assigned to a different shift and/or days off, to fulfill Institutional needs or for training purposes. M.4.2 is not applicable to Sergeants, however the provisions of M.13.1 do apply.

M.4 SENIORITY

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

M.4.2 Classification seniority for Protective Services Bargaining Unit members will be the prime consideration in personnel actions taken within the Agency. This includes bidding on post/job assignment, permanent days off, the bidding of vacancies on permanent shift, except when the Agency needs an employee with certain identified qualifications/skills, which shall be posted with the job. In the event the employee believes seniority was not taken into consideration, an internal complaint or a written request may be made of the personnel action. This request must be made within five (5) days from the date of notification the personnel action was taken. The decision maker will have five (5) work days in which to answer the employee in writing. Grievance time limitations will not begin to run until the process has been completed.

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

- M.4.4 A classification and state seniority list book will be maintained in the shift supervisor's office, and will be made available to employees to view at any time, upon request. The list shall be updated semiannually and contain each employee's name, classification, and seniority date. A copy of the seniority list shall be furnished to a Facility Union Representative upon completion.
- M.5 UNIFORMS
- M.5.1 The basic uniform issued to an employee shall be stated in the Regulations of the Agency.
- M.5.2 The Agency shall replace any portion of the uniform which has become worn out or has been damaged in the line of duty.
- M.5.3 The State will reimburse Correctional Officers, Corporals and Sergeants in the Protective Services Bargaining Unit up to \$150 per contract year for uniform cleaning, alteration and repairs, and the purchase of authorized uniform articles (from vendors under contract with the Agency or from other vendors approved by the Agency) which are not readily available, as determined by the Agency Director or his designee. Such payments shall not accumulate one fiscal year to another.
- M.5.4 Seasons for uniform wear shall be the same for all facilities and no facility shall deviate from this schedule.
- (1) The summer uniform will be worn starting April 15th of each calendar year.
(2) The winter uniform will be worn starting October 15th of each calendar year.
- M.5.5 The following applies for Custody Staff: Short sleeve shirts may be worn with the summer uniform, without a tie. Short or long sleeved shirts may be worn with the winter uniform with a tie. The uniform jacket may be worn year round as a part of the summer or winter uniform. Caseworkers will not be required to wear ties with their uniform polo-type shirts.
- M.5.6 For Custody Staff, parkas and raincoats shall be made available at all facilities. Various sizes will be on hand to accommodate most personnel.
- M.5.7 For Custody Staff, dickies and turtlenecks, in a style and color approved by the Department and purchased by the employee, may be worn as a part of the winter uniform, in place of the issued clip-on tie.
- M.6 DISCIPLINARY ACTION
- M.6.1 When an incident calls for the application of discipline, the discipline may be imposed only once for that incident.
- M.6.2 Disciplinary action shall consist of only one form of discipline, subject to progressive disciplinary standards.

M.7 OVERTIME

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

M.7.2 Seniority lists for overtime assignments will be maintained in the shift supervisor's office and will be made available for employees to view at any time upon request.

M.7.2.1 If no employee volunteers for overtime, then on the basis of rotating seniority, least to the most senior, an employee will be required to work the overtime. New hires will be placed on the mandatory overtime list following one calendar week after successful completion of pre-service training.

Depending on Institutional needs, the shift supervisor may elect to split the mandatory overtime shift assignment, between two or more employees, which can also include working less than eight hours. At no time will an employee be sent home, and be required to return and finish the next shift.

One or more voluntary overtime assignments in a pay period shall count toward one mandatory overtime assignment in the same pay period only, with the employee's name remaining on the mandatory roster.

An employee who volunteers for overtime on their scheduled day off, will not be held over for mandatory overtime on the following shift.

When Institutional needs determine that less staff are needed at the facility, employees working mandatory overtime will have the first option to leave in descending order of seniority beginning with the most senior mandated employee(s).

M.7.3 When a Correctional employee is required to work into the next shift on overtime for four (4) hours or more, and the employee is not provided an opportunity to eat or obtain a meal, the State will furnish a meal to the employee at no cost to the employee.

M.7.4 Employees in this Unit shall have the choice of taking compensatory time for overtime worked, with the exception, that the Employer has the right to pay for Holidays worked, when the budget permits.

M.7.5 With employee and Employer agreement, employees may take reasonable amounts of compensatory time off.

M.7.6 At the time of bidding for exempt posts, holidays concerning that post will be designated, on the bid sheet, as holidays worked or holidays not worked on that post.

M.8 WORKING OUT OF CLASS

- M.8.1 Employees who are assigned to a position of a higher salary grade for more than four (4) days in any pay period, who meet the minimum qualifications of said position, shall receive five percent (5%) additional compensation over and above that employee's present rate of pay for the hours worked in the higher salary grade. Time worked out of class shall be documented to the nearest tenth of an hour. It shall be the responsibility of the supervisor to identify those hours worked out of class for pay purposes.
- M.8.2 At the Department of Correctional Services no employee shall be required to work out of his/her class if such employee does not have the requisite qualifications to perform such work, nor shall any employee be required to work out of class for the purpose of avoiding pay, to the employee, the salary for the higher salary grade.
- M.8.3 New hires shall not be allowed to work out of class until their original probation period is successfully completed, except in either of these two (2) situations: (1) Emergency situations as provided in Section M.1.4, or (2) new hires who have been trained and endorsed in writing by a first line supervisor outside the bargaining unit, and approved by the appropriate department head.
- M.8.4 The Department of Correctional Services will implement a policy which will require the documentation of working out of class experience, so appropriate work experience records can be presented to the promotion boards for review and consideration.

M.9 PROMOTION BOARDS

- M.9.1 Candidates eligible to appear before the Promotion Board will meet the minimum qualifications and requirements. All qualified candidates will be interviewed. No employee will be interviewed, who has not submitted an application.
- M.9.2 The Promotion Board will consist of not less than three (3) members, one of which shall be a member from another facility/program. This Board will be utilized to promote Corrections Officers and Corrections Corporals.
- M.9.3 At least ten (10) days prior to the convening of the Promotion Board, a dated notice shall be posted on bulletin boards to communicate the following information:
- 1) The date of the Promotion Board.
 - 2) The classification (rank) to be interviewed.
 - 3) The date and place of any testing or examinations for the classification (rank) being interviewed.
- M.9.4 The Promotion Board will rank all candidates who were selected by the Board for promotability.
- M.9.5 All candidates shall be informed of their ranking, in writing, ten (10) work days after the conclusion of the Promotion Board. Promotion Board ranking shall be made available for review to the affected candidates upon request.

- M.9.6 Vacancies in the rank interviewed for, shall be filled, within twenty one (21) calendar days, in compliance with the promotion list, subject to appropriate administrative approval.
- M.9.7 An employee who turns down an offer of promotion will have his/her name removed from the current list.
- M.9.8 Promotion Boards will be held at least twice a year, or as needed.
- M.9.9 All effective promotions shall be posted on the appropriate bulletin boards and read at roll call.

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

M.10 HOSTAGE LEAVE

- M.10.1 In the event employees of the Department of Correctional Services have been determined, by the Director or other appropriate official, to have been taken hostage, the employee may be eligible for a paid leave of absence up to ninety (90) days. The Director or Designee of the Director will determine the number of days allowed, after consultation with the Department's Medical Team and/or a consulting Psychologist or Psychiatrist. If the employee is not in agreement with the decision, they may obtain a second opinion, at the employee's expense. If there is a conflict in the Department and the employee's second opinion, a third opinion can be obtained, at Department expense. The third opinion, gained from an independent and mutually agreed upon professional, will be final and non-grievable. Such paid leave shall not be charged against the employee's sick leave account.

M.11 WORK RULES

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

M.12 DRESS CODE

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

M.13 BIDDING ON OPEN POST/JOBS

- M.13.1 The Employer agrees to allow employees, in the Protective Services Bargaining Unit, and Department of Correctional Services employees working in areas where their job assignments are involved in a normal rotation cycle to, one time each fiscal year, either, (1) Bid out of normal rotation, and accept new days off, or (2) Bid out of normal rotation, on the employee's assigned shift, and retain current days off. Employees will be afforded an additional bid, per fiscal year, to bid for days off only. When the employee is successful in bidding for a change, movement to the new assignment will take place as soon as appropriate.
- M.13.2 All open post/job assignments will be posted within five (5) days after the assignment becomes vacant. The opening will be left posted for five (5) workdays, opening and closing will be those same five (5) workdays. The posting will include the appropriate job location, open post/job vacancy, shift, days off and rank, where applicable. Job postings will include a closing date and all applicants will submit an application to the appropriate authority by the closing date as posted.

M.14 ANNUAL VACATION SCHEDULING

- M.14.1 Each facility or work unit will post a vacation request schedule once a year beginning November 1st, for a period of thirty (30) days, for vacation preferred between January 1st and December 31st of the following year. Each employee shall have the opportunity to select, based entirely upon their state seniority, the entire amount or any part of vacation time earned in the current year, prior to the schedule being filled in by the next senior person. To receive priority, vacation leave requests must be for three (3) days or more. Vacation leave requests for less than three (3) days will be considered, but with no priority. Upon completion of current year scheduling, employees may be allowed to schedule any carry over vacation, on a first come, first served basis.
- M.14.2 The facility will prepare and maintain the vacation schedule in a book in the shift supervisor's office, which shall be made available to the employees to view, at any time, upon request. The results of vacation scheduling for the bargaining unit members will be posted no later than thirty (30) days after December 1st of each year.
- M.14.3 Once the schedule has been approved, an employee's vacation period will not be changed by the Agency, except during periods of emergency or by mutual consent of the Agency and employee. Employee initiated actions, such as bidding or promotion, which causes changes in days off and/or shift, may be cause for adjustment in vacation schedule depending upon staffing levels. In such cases, the employee will be permitted to select alternative vacation periods, which will not affect the security of the facility.
- M.14.4 State seniority will be the prime consideration in determining choice of vacation time.
- M.14.5 The purpose of this section is to guarantee that all hours spent away from work during this time period will be charged against accrued vacation, unless the parties mutually agree to substitute compensatory time for any portion of the time period.

- M.14.6 Employees must submit a written request to cancel scheduled vacation, to the immediate supervisor outside the bargaining unit, no later than seven (7) calendar days prior to the start of the vacation to be canceled. To retain any portion of scheduled vacation, the employee must take at least two (2) consecutive work days of scheduled vacation.
- M.14.7 OTHER LEAVE REQUEST - When an employee requests vacation or compensatory leave, approval or denial will be given at least seven (7) calendar days prior to the date the leave is to be taken. Applications for leave will be accepted up to thirty (30) days in advance of the date requested.
- M.15 DISCIPLINARY ACTION
- M.15.1 When a Department of Corrections employee has been charged with a criminal offense that is directly related to the workplace which could reasonably be expected to result in a significant disruption of the workplace, the Department of Corrections Director, in consultation with the DCS Human Resources Administrator, may suspend the employee without pay until there is a trial court disposition of the criminal charges. A final disposition of the pending charges is not necessary prior to discipline, but may be considered by an arbitrator or hearing officer if a grievance is filed. The employee reserves the right to file a grievance on the Agency Director's decision to suspend.
- M.16 UNIFORMS FOR CORRECTIONAL SERVICES MAINTENANCE, TRADES AND TECHNICAL BARGAINING UNIT EMPLOYEES
- M.16.1 The following shall apply only to the classifications of: Facility Maintenance Technician I, Facility Maintenance Technician II, Facility Maintenance Leader and Facility Maintenance Specialist.
- M.16.1.1 The basic uniform issued shall be stated in the Regulations of the Agency.
- M.16.1.2 The Agency shall replace any portion of the uniform which has become worn out or has been damaged in the line of duty.
- M.16.1.3 The State will reimburse these employees up to forty (\$40) dollars per contract year for uniform cleaning, alternation and repairs. Such payments shall not accumulate one fiscal year to another.
- M.16.1.4 For these employees coveralls and overshoes shall be made available at all facilities. Various sizes will be on hand to accommodate most personnel.
- M.17 ADVANCE CALL-IN
- M.17.1 In cases of unscheduled absences, essential employees as determined by the twenty-four hour facility shall provide a standard one (1) hour advance call-in notice prior to the start of their shift.

M.18 EMPLOYEE DRUG AND ALCOHOL TESTING

PURPOSE: To preserve Department security and to protect the personal safety of fellow employees, volunteers, offenders, and the general public, employees, contract personnel, and volunteers shall not be permitted to perform their duties or enter upon the premises of departmental facilities or offices while under the influence of alcohol, the illegal use of drugs, and/or controlled substances.

APPLICABILITY: All employees of the Department, contract personnel and volunteers. Employees with commercial driver's licenses will be subject to testing as specified by Federal Department of Transportation.

PROCEDURES FOR DRUG TESTING:

Rights and Privacy: The rights and privacy of employees, contract personnel and volunteers shall be safeguarded to the maximum extent possible. All records and/or results generated in compliance with this procedure will be confidential.

All information and reports concerning such incidents are to be maintained in the strictest of confidence ensuring that the alleged substance abuse is not discussed at or outside the workplace. Any breach of confidentiality is subject to severe disciplinary actions.

Testing for Controlled Substances: The contracted, independent licensed vendor determines information needed to be provided by the employee, which could include any over the counter medication or other therapeutic prescribed medication. Unless the employee challenges the result of the test, the employee shall provide requested information to the contracted vendor only.

Method of Testing: Gas Chromatography/ Mass Spectrometry urinalysis testing shall be the only method of testing to be conducted by the contracted, licensed vendor. Chain of Custody of the urine sample is documented. If needed, a second test is permissible, but will be done from the original sample. If the test results are positive, and the employee wants to challenge the test results, it will be at the employee's expense. If the results of the re-test are negative, the test results will be considered negative.

Controlled Substances Tested: THC, cocaine, opiates, phencyclidine (PCP), amphetamines/ methamphetamine, benzodiazepine, barbiturates, LSD, and any derivatives from these controlled substances.

Alcohol Testing: There shall be no random testing for alcohol use. Employees may only be tested with reasonable suspicion under the agency's current practice.

Work Time for Test Administration of Drug Testing: Employee shall be considered on work time pertaining to the administration of alcohol/drug testing, including overtime. All time used under this testing process shall be considered time worked for purposes of wages and overtime.

General Testing Guidelines: The Department shall ensure that all employees are informed of the detrimental impact of drugs and alcohol as it affects them at the work place. Substance abuse educational material will be provided to all employees annually by the Human Resources Division.

1. The following situations/conditions may require tests to be conducted of employees, contracted personnel and volunteers. For employees, failure or refusal to submit to such tests could result in disciplinary action being initiated, and for contract personnel and volunteers, prohibition from access to the Institutions/Department:
 - a. pre-employment
 - b. reasonable suspicion (which can include critical incident, e.g., work accident, physical altercation; possession of alcohol or drugs,)
 - c. random
 - d. if applicable, return to duty
 - e. follow up
2. **Department Test Coordinator**, designated Human Resources Division contact, is notified of all reasonable suspicion by the work site coordinator, that are requested of an employee, contract personnel or volunteers and whether the test was done or not. (Work site coordinator, an employee designated by the CEO with mutual agreement by the Human Resources Administrator. No bargaining unit member shall be designated as a work site coordinator)
3. **Reasonable Suspicion Alcohol and Drug Testing:** Reports of reasonable suspicion go immediately to the Work Site Coordinator who notifies the CEO, or designee, and will be documented. The affected employee is relieved from duty and shall immediately meet with the CEO, or designee to discuss the matter, assess the situation, and to determine the appropriate course of action, which may not necessarily require a substance abuse test. Appropriate course of action could include:
 - a. supplemental training
 - b. supervisory counseling
 - c. EAP referral, or treatment referral to a licensed substance abuse professional
 - d. Performance Improvement Plan
 - e. Depending on the situation, possible disciplinary action could be ensued.

It is not the intent of the Employer to take disciplinary action as a direct consequence of receiving a confirmed positive result. However, nothing prohibits the employee from being subject to disciplinary action for inappropriate or illegal acts performed while under the influence of the illegal use of a controlled substance.

The agency may take disciplinary action only for just cause, with consideration to mitigating information, as a result of the employee's inability to perform required duties.

The employee retains his/her grievance rights provided for in the NAPE/AFSCME Labor Agreement.

4. **Random Testing:** All employees, contracted personnel, and volunteers are subject to a random drug test with a computerized generated list identifying the persons to be tested by the independent, licensed testing vendor contracted with the Department.

5. **Commercial Drivers (CD) Testing:** Employees required to hold Commercial Driver's License (CDL) are subject to the Federal Department of Transportation Guidelines, with the contracted independent, licensed vendor conducting the tests.
6. **Critical Incident Testing occurs** when actions of an employee cause serious physical injury or death of a person by misuse of a firearm, or other serious incidents.
7. **Return to Duty Alcohol/Drug Testing** occurs when an employee has been tested for alcohol or drugs with positive results, that employee will need to submit to testing prior to returning to work.
8. **Follow Up Drug Testing** – Upon request by the CEO, an employee, who has a verified positive result for a controlled substance listed in the 'Controlled Substance Tested' section, will need to submit to follow up testing. The employer shall have the right to follow up testing once within the following six months from the date of employee's last positive test results.

If the CEO's/designee's decision is to pursue a substance abuse test, then arrangements are made with an independent, licensed vendor contracted with the Department.

The employee who is subject to the alcohol/drug testing will remain readily available. Key documents are to be signed by the employee and the CEO, or designee.

Upon request, an employee may have an available employee representative present if being requested to undergo an alcohol/drug test.

Should a false accusation be made that an employee is suspected of substance abuse, then the accuser may be subject to disciplinary action.

Employee's Opportunity to Discuss Results of a Positive Test: An employee has the opportunity to discuss the positive results with the Independent Contracted Vendor. The independent vendor can determine if additional follow up is needed, with the expense borne by the employee. For any employee requested re-test, the re-test shall be from the same original sample, by the same contracted vendor and if the retest is negative, the agency shall reimburse the employee for that particular re-test, by no later than the end of the following pay period.

Reports/Documentation: Each person involved in the reporting, supervising or investigation of allegations of substance abuse shall provide a written report to the CEO/Department Test Coordinator during the work period in which their involvement took place. Reports shall list all facts being considered, including circumstances leading up to the test. If disciplinary action is pursued, then reports and/or information supporting reasonable suspicion shall be made available to the employee.

Agency/Employee Options to Positive Test Results: Employees may be allowed a leave of absence for treatment on an in-patient or outpatient basis. Employees participating in rehabilitation programs shall be entitled to use their accumulated vacation, holiday, comp time, and other accrued leave time. Nothing herein shall be construed to diminish any rights which may apply under the ADA, FMLA, or other relevant laws.

The Agency shall make reasonable efforts to reassign employees who are participating in an outpatient rehabilitation program to duties when their job description or temporarily reassign to another position for which he/she is qualified, until the employee is able to return to regularly assigned duties, with such return subject to the employee following the rehabilitation treatment program. If such, then the Department Test Coordinator has a file copy of the employee's diagnosis, prognosis and treatment plan.

Training & Educational Materials: The Agency will provide needed education to all of its employees – supervisors and front line staff – on its Random/Substance Abuse Drug Testing Policy, including but not limited to the following information:

- Conduct that is prohibited
- Situations when employees may be tested for alcohol/controlled substances
- Information on the testing procedures for alcohol/controlled substances
- Information on what constitutes a refusal to submit to a test
- Consequences for policy violations
- Information on effects of alcohol/controlled substances
- Upon request, an employee's right to an available union representative under the policy

Work Schedules - Network Operations

- N.1 Prior to the implementation of a new Network Operations work schedule, Management will provide notice of the planned revision including reason for the work schedule change, operating parameters for developing a new work schedule and at least two work schedule proposals. This information will be presented to the Network Operations employees at least fourteen days prior to the proposed work schedule change. Network Operations employees will then have seven days to provide input and/or submit their own proposals for review and consideration before the schedule is implemented.
- N.2 Employees may submit, through the NAPE/AFSCME steward, proposed Network Operations work schedules. Management shall respond within fourteen days. Such employee initiated schedules shall be limited to one per fiscal year unless by mutual agreement.
- N.3 The exception to these procedures will occur when required by short notice changes to the television, radio broadcast and/or non-broadcast program schedules or services. When necessary for an exception, Management will utilize the above process within 30 days to allow employee input.
- N.4 Management reserves the right to make temporary changes in work schedules to accommodate vacations, leaves, and vacancies as necessary in order that Network Operations can meet the Network schedules and services.
- N.5 Employees may select schedule shift assignments based on seniority and qualifications. Management will first respect seniority, as long as a fully qualified engineer is available for each shift.

Vacation - Network Operations

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

Holidays

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

APPENDIX O - NEBRASKA EQUAL OPPORTUNITY COMMISSION

- O.1 In conformity with Article 21 of the Master Contract, the Agency and the Union agree to establish a labor/management committee to discuss issues of common concern. Said committee shall be constituted in conformity with Article 21.2 of the Master Contract and comprised of management staff and bargaining unit employees from both major offices of the Agency.
- O.2 The Agency reaffirms its commitment to give thoughtful and appropriate consideration to the suggestions and views of employees on any subject of mutual or individual concern. Any such views or suggestions may be expressed in any reasonable manner at any reasonable time to any official of management, including proposals in writing and/or verbal suggestions at staff meetings.
- O.3 The Agency reaffirms its commitment to conduct all performance evaluations and corrective or disciplinary actions in a manner consistent with applicable provisions of the Master Contract. The Agency further reaffirms its commitment to the principles of sound personnel management and employee confidentiality. The Agency further reaffirms its commitment to prompt and appropriate resolution of employee complaints and concerns.
- O.4 The Agency agrees to provide all employees at least three in-service training programs per year, of at least two hours duration each. Employee suggestions or requests for subject matter will be encouraged. Such suggestions may be made at any reasonable time in writing, to any member of management.

APPENDIX P - DEPARTMENT OF ADMINISTRATIVE SERVICES

UNIFORMS

- P.1 The basic uniform issued to an employee shall be stated in the Standard of Operations of the Agency. Uniforms for all security personnel shall be the same. No item listed under P.2 or purchased under P.3 shall be used for outside employment or any other unofficial business.
- P.2 DAS shall furnish the following items as standard uniforms for all security personnel covered by this labor contract:
- a. Trousers - four (4) pair
 - b. Shirts - six (6) long or short sleeve to be determined at the employee's discretion
 - c. Security Patches - one (1) for each shirt as necessary
 - d. Shoes - 1 pair
 - e. Belt - 1
 - f. Tie - 3
 - g. Badges - 2
 - h. Nameplates - 2 and rank designations
 - i. Jacket - 1 (for each security guard having to perform duties outside)
 - j. Additional uniform accessories, such as radio/belt swivel, belt/key holder, belt keepers, flashlight holder, etc., will be issued in accordance with individual duty requirements.
- P.3 DAS shall make arrangements for an employee to purchase, at his/her own expense, additional uniform items as listed in P.2 at a cost comparable to that paid by DAS. DAS shall replace or repair any portion of the uniform which has become worn out or has been damaged in the line of duty.
- P.4 DAS agrees to consult with representatives of the Union prior to changing the existing uniforms of any of the facilities under DAS's responsibility or prior to establishing uniform requirements at any facility not presently having uniforms.
- P.5 All uniform materials issued are washable in standard automatic home-type machines with minimum care. Such routine cleaning of uniforms is the responsibility of each employee. Each employee shall try on each uniform component immediately upon issuance and, within 30 days, notify his/her supervisor if the uniform needs to be altered or returned to the vendor. Alterations after this time period will be the responsibility of the employee.
- P.6 All uniform components issued by the Department of Administrative Services remain the property of the State of Nebraska and shall be turned in by the employee to the employee's immediate supervisor either when damaged or in need of replacement or upon the termination of employment.
- P.7 A copy of the applicable operating procedures manual shall be available for each employee to review. Bargaining unit employees will have an opportunity for input into the development of operating procedures manuals.

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

APPENDIX Q - NEBRASKA MILITARY DEPARTMENT

SECURITY SPECIALIST

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

MILITARY FIREFIGHTERS

- Q.2 The initial issue and replacement of basic uniform and equipment, for the Military Department Firefighter personnel, shall be prescribed in agency policies and procured only if appropriate federal funds are available.
- Q.3 In the selection of applicants for vacant Driver/Crew Chief positions, initial consideration will be given to on board Firefighters who are qualified and certified for selection.
- Q.4 Vacation and sick leave will be accrued at a rate commensurate with the amount of regularly scheduled hours worked during the pay period.
- Q.5 The earning of holiday leave by bargaining unit employees begins immediately upon employment. Full-time employees earn eight hours of holiday leave for each of the dates indicated in Article 14, Section 14.1. Holiday leave will be requested in advance by the employee and will be used only after approval is received from the Agency Head or his/her designated representative. Accrued holiday leave must be used within 30 days of the holiday for which it was accrued. Employees may be advanced holiday leave. Advanced holiday leave may not exceed the amount which will be accrued at the next scheduled holiday.

The parties agree that for Firefighters and Firefighter Driver/Crew Chiefs, the holiday shall be deemed to fall on the day on which the holiday occurs.

APPENDIX R - DEPARTMENT OF REVENUE

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

APPENDIX S - DEPARTMENT OF MOTOR VEHICLES

- S.1 Where the Driver License Examiner is required by the Employer to wear uniforms, the Department of Motor Vehicles will follow the current adopted department policy in effect January, 1997, for uniform distribution, replacement, and maintenance during the Contract period.
- S.2 No item or part of the prescribed uniform issued will be worn or used during off-duty hours nor shall items be worn or used for any non-duty purpose.
- S.3 Labor-Management Committee members shall be allowed paid work time, not to exceed the employee's normal work day, to travel to and from Labor-Management Committee Meetings.

APPENDIX T - DEPARTMENT OF INSURANCE

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

APPENDIX U - NEBRASKA STATE FIRE MARSHAL

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

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