

TENTATIVE AGREEMENTS

January 4, 2017

ARTICLE 7 - WORK SCHEDULE

- 7.1 **(NO CHANGE) Work Schedules:** Work schedules are defined as an employee's assigned hours, days of the week, days off and shift rotations.

(Department of Health and Human Services 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 **(NO CHANGE)** 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 or in response to employee requests. 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 **(T.A. - CCL) Flex Time:** Agencies shall may, 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 **(NO CHANGE) Job Sharing:** Job sharing may be allowed by mutual agreement of the Agency Head and/or his/her Designee and the employees involved.

- 7.5 **(NO CHANGE) 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 **(NO CHANGE) 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 **(NO CHANGE) 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 **(T.A. - CCL)** 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 Disabilities Safety and Habilitation Specialist

Developmental Technician I, II

Mental Health Security Specialist I, II, III

Staff Care Specialist

Staff Care Technician I, II

Youth Security Specialist I, II

Food Service Aide

Food Service Assistant

Food Service Cook

Licensed Practical Nurse

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 **(T.A.)** Shift differential for Registered Nurse and Behavioral Health Registered Nurse 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 **(NO CHANGE) 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 **(T.A. - CCL) On Call/Standby Pay:** Employees eligible for overtime under this Agreement, 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.

On Call/Standby shall be defined as an employee who is not on the Employer's premises, but is on call and waiting for work, and the employee's personal activities are substantially restricted.

7.10 **(T.A. - CCL) 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, ~~except when the employee is traveling as a passenger outside of their normal work hours and not performing work.~~

7.11 **(NO CHANGE) 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 **(NO CHANGE) 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.

The appropriate record keeping procedure for the proper reporting of travel expenses under this Agreement shall be consistent with the completion of the current State of Nebraska Accounting System Expense Reimbursement Document and the I.R.S. Code.

The employee must adequately account, upon request from the Employer, for each separate expense, dates of travel, and the area of travel.

7.13 **(NO CHANGE) 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.

~~7.14 **(T.A.) Interpreter Differential:**~~ ~~Any employee designated/ recognized or hired with a job description indicating the word “bilingual” or any reference requesting preference of an applicant to have additional language skills/abilities will receive an additional \$1.00 \$0.50 (one dollar fifty cents) per hour for all hours worked when interpreting and not interpreting. Additionally, if an employee is not recognized as an interpreter but is known to have the skill/ability of an additional language and if an employee is ever asked to interpret because it’s known they have the skill/ability of an additional language, will from this point forward receive an additional \$1.00 (one dollar) per hour for all hours worked when interpreting and not interpreting.~~

ARTICLE 11 - WAGES

11.1 **(NO CHANGE)** 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.

11.1.1 **(NO CHANGE)** Nothing in this Agreement prevents the Employer from providing, in addition to the provisions of this Article, merit increases/bonuses to employees.

11.2 **(T.A.)** On July 1, 2015 ~~2017~~, all employees in each bargaining unit, ~~except employees in those classes listed in Sections 11.2.1, 11.2.2, and 11.2.3,~~ shall receive a one percent (1%) salary increase to their annual full-time equivalent salary base.

11.2.1 **(T.A.)** On July 1, 2017, the minimum rate and maximum rate of pay for the following class shall be adjusted to the amounts shown below, and the incumbents of those classifications shall have their salaries adjusted upward by the same dollar amount as the minimum rate is being adjusted, which is \$1,277.

	<u>Minimum Rate</u>	<u>Maximum Rate</u>
State Patrol Communications Specialist	\$16.803	\$23.746

~~11.2.1 **(T.A.)**~~ ~~On July 1, 2017, the minimum rate and maximum rate of pay for the following class shall be adjusted to the amounts shown below, and the incumbents of those classifications shall have their salaries adjusted upward by the same dollar amount as the minimum rate is being adjusted, which is \$1,277.~~

	<u>Minimum Rate</u>	<u>Maximum Rate</u>
State Patrol Communications Specialist	\$16.803	\$23.746

11.2.2 **(T.A.)** On July 1, 2017, the minimum rate and maximum rate of pay for the following class shall be adjusted to the amounts shown below.

	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Law Enforcement Instructor	\$23.138	\$30.931

11.2.3 (T.A.) On July 1, 2017, the minimum rate and maximum rate of pay for the following classes shall be adjusted to the amounts shown below.

	<u>Minimum Rate</u>	<u>Maximum Rate</u>
<u>Parole Trainee</u>	<u>\$17.769</u>	<u>\$25.735</u>
<u>Parole Officer Senior</u>	<u>\$20.305</u>	<u>\$29.408</u>
<u>Parole Officer Specialized</u>	<u>\$22.878</u>	<u>\$33.134</u>

11.2.4 (T.A. & renumbered from 11.2.1 to 11.2.4) On January 1, ~~2018~~ 2019, the following classifications shall have their minimum rates and maximum rates adjusted upward by three percent (3.00%) and the incumbents of those classifications shall have their salaries adjusted upward by the same dollar amount as the minimum rate is being adjusted.

Highway Maintenance Crew Chief	DD Safety & Habilitation Specialist
Highway Maintenance Worker	Mental Health Security Specialist I and II
Highway Maintenance Worker/Senior	Youth Security Specialist I and II
Highway Construction Technician I, II, III	Staff Care Specialist
Electrical Inspectors	Staff Care Technician I and II
Law Enforcement Instructor	Development Technician I and II
Children and Family Services Specialist	<u>State Patrol Communications Specialist</u>

11.3 (T.A.) On ~~July~~ January 1, ~~2016~~ 2019, all employees in each bargaining unit shall receive a one and one-half percent (1.5%) salary increase to their annual full-time equivalent salary base.

11.4 (NO CHANGE) Pay Plan. The minimum rate and maximum rate of pay for each classification in each bargaining unit will be established per the pay range assignments found in Appendix A.

11.5 (T.A.) On July 1, ~~2015~~ 2017, each salary rate of all classifications in each bargaining unit pay plan will be adjusted upward by one percent (1%), except the pay lines receiving special adjustments in Sections 11.2.1, 11.2.2, and 11.2.3, shall be adjusted as provided in those sections. (Appendix A, ~~2015-2017~~ 2017-2019).

11.6 (T.A.) On ~~July~~ January 1, ~~2016~~ 2019, each salary rate of all classifications in each bargaining unit pay plan will be adjusted upward by one and one-half percent (1.5%). (Appendix A, ~~2015-2017~~ 2017-2019)

11.7 (NO CHANGE) Pay Periods. Employees must be notified at least 90 calendar days in advance of changes to their respective pay period or payday. The Employer will make a good faith effort to minimize the impact to the employee of any change in pay period or payday.

11.8 (NO CHANGE) Promotions. A bargaining unit member who is promoted to a classification with a higher minimum rate of pay shall have his/her salary increased by:

5% for promotions where the new classification's minimum rate of pay is equal to or greater than 7.5% but less than 15% above the minimum rate of pay of the classification which the employee occupied prior to promotion;

7.5% for promotions where the new classification's minimum rate of pay is equal to or greater than 15% but less than 22.5% above the minimum rate of pay of the classification which the employee occupied prior to promotion; or

10% for promotions where the new classification's minimum rate of pay is equal to or greater than 22.5% above the minimum rate of pay of the classification which the employee occupied prior to promotion.

The employee's salary shall be at least at the minimum rate of pay for the new classification. In no case, shall the employee be paid more than the maximum rate of pay of the new classification.

In the following three situations an exception to the above language will be made, that an employee shall receive a 5% pay increase to their base rate of pay: if the employee is promoted from Highway Maintenance Worker/Senior to Highway Maintenance Crew Chief; or promoted from Engineer I to Engineer II; or promoted from Environmental Engineer I to Environmental Engineer II. In no case shall the employee be paid more than the maximum rate of pay of the new classification.

- 11.9 **(NO CHANGE)** **Demotions.** A bargaining unit member who is demoted, either voluntarily, or as a result of disciplinary action, from a classification with a higher minimum rate of pay to a classification with a lower minimum rate of pay, shall have his/her salary decreased by:

5% for demotions where the new classification's minimum rate of pay is at least 7.5% below but not more than 15 % below the minimum rate of pay of the classification which the employee occupied prior to demotion;

7.5% for demotions where the new classification's minimum rate of pay is at least 15% below but not more than 22.5% below the minimum rate of pay of the classification which the employee occupied prior to demotion; or

10% for demotions where the new classification's minimum rate of pay is at least 22.5% below the minimum rate of pay of the classification which the employee occupied prior to demotion.

An employee who is demoted, either voluntarily or as a result of a disciplinary action, to a classification from which they were promoted, will be returned to their previous salary, adjusted for any general increases that may have been applied during the time they were in the higher level position.

Under no circumstances will the employee's salary be less than the minimum rate of pay of the new classification nor greater than 5% above the maximum rate of pay for the new classification. *(See Section 19.11 for salary adjustments for downward reclassifications.)*

- 11.10 **(NO CHANGE)** A former employee may be rehired at a salary that is up to the same percentage into the range as their former classification.

- 11.11 **(T.A. - CCL)** The Director of State Personnel will forward in-grade hiring requests and in-grade salary adjustments to the Employee Relations Administrator. Such requests shall include, if applicable, similar salary adjustments for incumbent employees possessing the same job qualifications or unique job related factors. The Union and the

Employee Relations Administrator will discuss these requests, meet concerning them if necessary, and in instances where both parties agree with the request, it will be implemented. The Union will respond to such requests within one and one-half work days of receipt of the request. In the event the parties are unable to reach an agreement in conjunction with such requests, the Employer shall have the ability to hire employees into the range and make appropriate equity adjustments to other employees in the same agency and classification. The Union shall be entitled to initiate a grievance on behalf of named adversely affected employees in the same agency and classification, at Step 3 of the process. The employee must sign the grievance, and the employee may withdraw his/her name from the grievance at any point during the process.

- 11.12 **(T.A.) Nurse Compensation.** Pay will be increased for nursing personnel on the employee’s service anniversary date, in the classifications identified below by 2.5% for each year of nursing experience in the public sector or private sector up to a maximum of 10 years. Each employee’s experience will be identified and the percentage increase will be 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 A.

<u>Classifications Affected:</u>	<u>Salary 7-1-17</u>	<u>Salary 1-1-19</u>
<i>(salaries to change accordingly to coincide with agreed upon changes)</i>		
LPN –	\$15.517	\$15.889
Registered Nurse –	\$20.718	\$21.215
Clinical Nurse Trainer –	\$25.112	\$25.715
Community Health Nurse/Senior –	\$21.759	\$22.281
Nursing Services Surveyor Consultant –	\$22.104	\$22.634
DHHS Nurse Consultant –	\$25.068	\$25.670
DHHS Program Specialist/RN –	\$25.112	\$25.715
DHHS Medicaid Nurse Consultant –	\$25.112	\$25.715
Health Program Manager (RN’s only) - Professional & Occupational Licensing	\$23.288	\$23.847
Investigator, RN’s only -	\$23.499	\$24.063
DHHS Payments Reviewer (LPN’s only)	\$14.194	\$14.535
Training Coordinator (RN’s only)	\$21.730	\$22.252
Behavioral Health Registered Nurse	\$23.826	\$24.397

The initial hiring rates for these classifications will be the hourly amount noted above by each respective job title. The salary schedule for the LPN and Registered Nurse 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 and the Registered Nurse, which have been placed on new pay ranges.

- 11.13 **(T.A.) Longevity Pay.** Any bargaining unit member who attains one of the following continuous service anniversary dates during the fiscal year preceding July 1, 2018, and is considered by the employing agency to have had at least satisfactory performance during the preceding five year period, shall have his/her annual full-time equivalent salary base increased by one quarter of one percent on July 1, 2018. This amount shall be added to

his/her her annual full-time equivalent salary base and shall be given after any other July 1, 2018, pay increase(s).

<u>5 years</u>	<u>25 years</u>	<u>45 years</u>
<u>10 years</u>	<u>30 years</u>	<u>50 years</u>
<u>15 years</u>	<u>35 years</u>	<u>55 years</u>
<u>20 years</u>	<u>40 years</u>	<u>60 years</u>

11.13.1 (T.A.) If an employee is denied a longevity increase because the agency does not consider the employee had at least satisfactory performance during the preceding five year period, the employee may appeal the decision to deny the longevity increase first to the Agency Head. The timelines set forth in Sections 4.2 through 4.5 shall apply. If the employee is dissatisfied with the Agency Head's decision, the employee may, within 15 work days of receipt of the Agency Head's decision, appeal the decision to the Administrator of the Employee Relations Division, who shall refer the matter to the Classification Appeal Panel (CAP) established in Article 19 of this Labor Contract. The CAP shall establish rules of procedure for hearing appeals related to the denial of longevity increases. The decision made by the CAP shall be final, and no appeal shall be allowed. The CAP shall only determine whether the decision to deny the longevity increase should be sustained or reversed. If the CAP reverses the decision, the employee's performance shall be deemed satisfactory for purposes of Section 11.13. The performance evaluation is not a grievable item. The decision of the CAP shall be made in writing and forwarded to the respective parties.

ARTICLE 12 - OVERTIME

- 12.1 **(NO CHANGE)** 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 **(NO CHANGE) 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 **(T.A.)** 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.

However, where Appendix language is present, the Appendix language shall prevail.

(Department of Health and Human Services 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.)

(Nebraska Military Department fire protection employees covered by this Contract see Appendix Q for Overtime provisions).

12.4 **(NO CHANGE)** 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 **(NO CHANGE)** Employees in classifications in bargaining units covered by this Labor Contract shall be eligible for time and one-half overtime compensation except for those classifications identified in Appendix A as exempt. Those classifications identified as exempt in Appendix A shall not be eligible for time and one-half overtime.

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.

Employees determined to be ineligible for overtime under this agreement if entitled to overtime under the Fair Labor Standards Act (FLSA), shall be compensated at time and one-half for overtime hours worked.

12.6 **(NO CHANGE)** 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 **(NO CHANGE)** 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 **(T.A. – CCL)** 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 and shift workers in the Veterans' Homes and at BSDC), 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.

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

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

- 12.9 **(T.A. - CCL)** For employees within all bargaining units, except the “E” Bargaining Unit 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.

For “E” Bargaining Unit employees, holiday leave time shall not 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 be considered as hours worked for overtime purposes.

- 12.10 **(T.A. - CCL)** 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.

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

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

- 12.11 **(NO CHANGE)** 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.

- 12.12 **(NO CHANGE)** 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.

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

- 12.13 **(NO CHANGE)** 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 **(T.A.) Health Insurance:** For the duration of this Contract, the monthly Employer contribution toward any group health insurance option offered by the Employer 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 which the bargaining unit member is eligible.

For purposes of this section, plan and 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.

Eligible State employees and their eligible dependents will be granted access to health and prescription drug benefits in accordance with the State's group health insurance plan enrollment and coverage guidelines.

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

Total Benefit Maximum - Unlimited

~~\$1000~~ \$1200 Annual deductible per person, not to exceed ~~\$1200~~ \$1400 in the second year of this labor contract – In Network

~~\$2000~~ 2400 Annual deductible per family, not to exceed ~~\$2400~~ \$2600 in the second year of this labor contract – In Network

~~\$4000~~ Annual medical out-of-pocket maximum per person, ~~not to exceed \$4500~~ \$5000 ~~in the second year of this labor contract~~ – In Network

~~\$8000~~ Annual medical out-of-pocket maximum per family, ~~not to exceed \$9000~~ \$10,000 ~~in the second year of this labor contract~~ – In Network

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

Co-payment for doctor office visits only, not to exceed ~~\$40~~ \$45, ~~in the first year of this labor contract, and not to exceed \$45 in the second year of this labor contract.~~

Co-payment for specialty doctor office visit, not to exceed ~~\$50~~ 55 ~~in the first year of this labor contract, and not to exceed \$60 in the second year of this labor contract.~~

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

Co-Payment for Urgent Care Center visit, not to exceed \$75 ~~\$55 in the first year; and not to exceed \$75 in the second year.~~

The plan shall include a three-tier formulary prescription drug card coverage with a:

\$5.00 co-payment per 30 day supply of Tier 1 drugs, ~~not to exceed \$10 in the second year of this labor contract;~~

~~\$30.00~~ \$35.00 co-payment for a 30 day supply of Tier 2 drugs, not to exceed ~~\$35~~ \$40 in the second year of this labor contract; and a

~~\$50.00~~ \$55.00 co-payment for a 30 day supply of Tier 3 drugs, not to exceed \$60 in the second year of this labor contract.

The annual pharmacy out of pocket maximum is \$2000 per individual, not to exceed \$2250 in the second year of this labor contract.

The annual pharmacy out of pocket maximum is \$4000 per family, not to exceed \$4500 in the second year of this labor contract.

Mail order is available for long-term maintenance drugs for a 90 day supply with a cost of two times the 30 day supply for each level of drugs.

~~In the second year of this labor contract the~~ The State reserves the right to add a 4th Tier for specialty drugs not to exceed \$100 for a 30 day supply.

The combination of pharmacy and medical out-of-pocket maximums will not exceed the limits set forth in the Patient Protection and Affordable Care Act.

In addition to the above, the Employer may offer different group health insurance plans. The Employer retains the discretion to arrange health insurance coverage through a health insurance exchange in accordance with the Patient Protection and Affordable Care Act.

- 13.2 **(NO CHANGE)** 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 **(T.A.) 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)

- 13.3.1 **(T.A.) Optional Life Insurance:** The Employer shall offer a group optional life insurance policy for each full-time employee and the employee's dependents, at the employee's cost.
- 13.4 **(NO CHANGE) Dental Insurance:** The Employer agrees to offer group dental insurance to bargaining unit employees and their dependents, at employee cost.
- 13.5 **(T.A. - CCL) Long Term Disability Insurance:** The Employer agrees to offer group long term disability insurance for bargaining unit employees at employee cost.
- 13.6 **(NO CHANGE) Vision:** The Employer agrees to offer group vision insurance to bargaining unit employees and their dependents, at employee cost.
- 13.7 **(NO CHANGE)** A labor/management committee with equal numbers of participants from the employer and unions shall oversee the State's RFP process.
- 13.8 **(T.A.) Accidental Death and Dismemberment Insurance:** The Employer shall offer a group AD&D insurance policy for each full-time employee at the employee's cost.

ARTICLE 14 - AUTHORIZED LEAVE

- 14.1 **(T.A. - CCL) Holidays:** The following holidays, are compensated holidays for employees in all bargaining units, except the "E" 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.)

All "E" Bargaining Unit employees will receive compensation for all above holidays except for Columbus Day.

- 14.2 **(NO CHANGE) 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 **(NO CHANGE) 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 **(NO CHANGE) 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 **(NO CHANGE) Vacation Leave:** Earning of vacation leave by bargaining unit employees begins immediately upon employment. Full-time employees in all bargaining units, except the "E" Bargaining Unit, earn vacation leave according to the following schedule based on their service anniversary date (Employees working part-time schedules shall earn vacation leave on a pro-rated basis):

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

Full-time employees in the "E" Bargaining Unit, earn vacation leave according to the following schedule based on their service anniversary date (Employees working part-time schedules shall earn vacation leave on a pro-rated basis):

1 st year through 4 th year	106.7 hours	13.3 days
5 th year through 9 th year	122 hours	15.3 days
10 th year through 14 th year	144.7 hours	18.1 days
15 th year through 19 th year	164 hours	20.5 days
20 th year through 24 th year	170.7 hours	21.3 days
25 th year +	172.7 hours	21.6 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 **(NO CHANGE) 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.)

14.6.1 **(T.A.)** Notwithstanding any other provision in this contract, all vacation leave requests made electronically or in writing will be approved or denied electronically or in writing within seven (7) calendar days of receipt of the request, or within 18 work days of the closing date of their annual vacation scheduling.

14.7 **(T.A.)** **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.

It is the responsibility of the head of an employing agency to provide reasonable opportunity for a State employee to use rather than forfeit accumulated vacation leave. If a State employee makes a reasonable written request to use vacation leave before the leave must be forfeited under this section and the employing agency denies the request, the employing agency shall pay the State employee the cash equivalent of the amount of forfeited vacation leave that was requested and denied. Such cash payment shall be made within thirty days after the requested and denied vacation leave is forfeited under this section. Such cash payment shall be considered compensation for purposes of a State employee's retirement benefit in a defined contribution or cash balance benefit plan administered by the Public Employees Retirement Board but shall not be considered compensation for purposes of a State employee's retirement benefit in any other defined benefit plan administered by the Public Employees Retirement Board. In determining whether a State employee's request to use vacation leave is reasonable, the employing agency shall consider the amount of vacation leave requested, the number of days remaining prior to forfeiture during which the State employee may take vacation leave, the amount of notice given to the employing agency prior to the requested vacation leave, any effects on public safety, and other relevant factors.

14.8 **(NO CHANGE)** **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 **(NO CHANGE)** **Catastrophic Illness Donation.** The provisions of this section are non-grievable. Employees may contribute accrued vacation leave or compensatory time to benefit another State employee in the same agency suffering from a catastrophic illness. Catastrophic condition is considered a medical condition such as cancer, heart condition, organ transplant, and any other major medical condition that limits employees' ability to work. Vacation/compensatory 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/compensatory leave on forms provided by the Employer for this purpose. The agency shall transfer donated leave to the recipient's account on an as needed basis.

Donated Leave will be available only to employees who have exhausted their own paid leave and compensatory time/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/compensatory 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 **(T.A. - CCL) Sick Leave:** Full-time employees in all bargaining units, except the “E” Bargaining Unit, earn sick leave according to the following schedule (Employees working part-time schedules shall earn sick leave on a pro-rated basis):

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

Full-time “E” Bargaining Unit employees earn 14 days (112 hours) sick leave each year of employment. (Employees working part-time schedules shall earn sick leave on a pro-rated basis.) 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 **(T.A. - CCL)** There shall be no maximum limit on accumulation of sick days except as provided in Section 14.14.

- 14.11 **(T.A.)** 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 treated as a temporary medical condition.
 - b. When the illness, disability, injury, or major surgery of an immediate family member requires the employee's presence, (including but not limited to the following examples: administer medical care, transport immediate family to medical appointments). The immediate family shall be considered as: spouse, children, parents, others bearing the same relationship to the employee's spouse, and any other individual for whom the employee is the legal guardian. ~~The immediate family shall be considered as: spouse, children, parents, others bearing the same relationship to the employee's spouse, and any other individual for whom the employee is the legal guardian.~~ At the Agency head's discretion, the definition of immediate family may be broadened.
 - c. When an employee prescheduled medical, surgical, dental or optical examinations or treatment, or when the employee must seek emergency medical treatment.
- 14.11.1 **(NO CHANGE)** 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 **(T.A.)** **Request for Sick Leave:** Sick leave shall be requested in advance when possible. Such request shall be answered within ~~48 hours~~ 2 (two) work days. 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 **(NO CHANGE)** Sick leave may be denied when the employee fails to substantiate the legitimate use of sick leave.
- 14.14 **(T.A. – CCL)** 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 480 ~~760~~ hours ~~to bank these funds into the employees State Deferred Compensation Plan~~. 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. (See Section 5.14 for employees who have been laid off for payment of sick leave.) ~~If the employee is not enrolled in the State Employees Deferred Compensation Plan all remaining sick leave shall be forfeited. The employee's sick leave balance will be converted according to the following schedule:~~

<u>Sick Leave Balance</u>	<u>Conversion Rate</u>
<u>0 to 399 hours</u>	<u>0% of Value</u>
<u>400 to 999 hours</u>	<u>15% of Value</u>
<u>1000 to 1520 hours</u>	<u>20% of Value</u>
<u>1521 and up hours</u>	<u>25% of Value</u>

14.15 **(NO CHANGE)** 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, unless the employee previously received a payout of sick leave. 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 **(NO CHANGE)** **Family and Medical Leave**

14.16.1 **(NO CHANGE)** **Eligibility.** Family and Medical 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 and Medical Leave. Temporary employment with the State of Nebraska counts toward an employee's eligibility. An employee can use paid vacation leave, accumulated compensatory time, or sick leave, if the requested sick leave meets conditions outlined in Section 14.11.a., b., or c., as part of their 12 weeks of Family and Medical Leave if the employee should so choose.

14.16.2 **(NO CHANGE)** **Conditions for Using Family and Medical Leave.**

Unpaid Family and Medical 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.
- e. Because of any qualifying exigency (as defined by the Secretary of Labor) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

- f. Because the employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12 month period to care for the service member. The leave described in this subsection f. shall only be available during a single 12 month period.

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 **(NO CHANGE) Certification of Serious Health Conditions.** When requesting Family and Medical 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 **(NO CHANGE) 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 **(NO CHANGE) Notice of Intent to Use Family and Medical Leave.** A minimum of 30 days notice to the Agency must be provided by the employee before he or she may

use Family and Medical Leave. Where 30 days notice is not foreseeable, notice must be given as early as possible.

- 14.16.5 **(NO CHANGE) Family and Medical Leave Duration.** Unpaid Family and Medical Leave is limited to a total of twelve weeks within a twelve month period, starting with the date the employee first uses unpaid Family and Medical Leave, except that the leave under Section 14.16.2.f may be 26 weeks during a single 12-month period, but the leave provided under 14.16.2.e and 14.16.2.f cannot exceed a combined total of 26 weeks during a 12-month period.
- 14.16.6 **(NO CHANGE) Family and Medical Leave Not Cumulative.** Family and Medical Leave cannot be carried forward beyond the twelve month period and banked for future use.
- 14.16.7 **(NO CHANGE) Incremental Use of Family and Medical Leave.** With approval of the agency, Family and Medical 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 and Medical Leave without affecting their "salaried" status).
- 14.16.8 **(NO CHANGE) Health Insurance while on Family and Medical Leave.** Employer health insurance contributions shall continue during an employee's unpaid Family and Medical 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 to work from Family and Medical Leave for at least 30 calendar days following the leave for a reason other than: 1) the continuation, recurrence, or onset of a serious health condition which would entitle the employee to Family and Medical 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 and Medical Leave.
- 14.16.9 **(NO CHANGE) Service Date Adjustments.** The employee's Service Date shall be adjusted when an unpaid absence due to Family and Medical Leave exceeds 14 consecutive calendar days.
- 14.16.10 **(NO CHANGE) Family and Medical Denials.** DAS Employee Relations Division shall be notified by the Agency of any requests for Family and Medical Leave which are denied.
- 14.17 **(NO CHANGE) 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 and any other individual for whom the employee is the legal guardian. 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 **(T.A.) Injury Leave:** All employees, except “E” Bargaining Unit 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.

Worker’s Compensation: 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. No employee shall receive a salary (workers’ compensation plus regular pay) in excess of his or her normal wage. The appropriate employer health insurance contribution will be paid during an absence under workers’ compensation after all accrued leave and compensatory time has been depleted. ~~After one year from date of disability, if the employee has not or is not able to return to work, the employee may be terminated, and the employing agency is relieved from any re-employment obligation.~~

- 14.19 **(NO CHANGE) Military Leave:** Military leave shall be granted in accordance with applicable federal and state laws, and is limited to 120 hours a year, with no accumulation of unused leave carried over to the following calendar year. Such military leave may be taken in hourly increments. 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 **(NO CHANGE) 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 **(NO CHANGE) 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 **(NO CHANGE)** 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 CHANGE)** No leave benefits will accrue during a leave of absence

14.21.3 **(NO CHANGE)** Sick and vacation earned but unused prior to leave of absence will be carried forward upon the employee's return.

14.21.4 **(NO CHANGE)** 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 **(NO CHANGE) 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 **(NO CHANGE) Leave for Part-time Employees:** All types of leave are granted in proportional amounts for part-time employees.
- 14.24 **(NO CHANGE) 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 **(NO CHANGE)** 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 **(NO CHANGE)** Leave requests shall be responded to within two work days from receipt by their supervisor and/or designee.

ARTICLE 25 – MISCELLANEOUS

- 25.4 **(T.A.- CCL) 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.

The State and NAPE/AFSCME, Local 61 have reached tentative agreement on the above sections of the 2017-2019 State and NAPE/AFSCME Labor Contract.

 Ryan McKay, Co-Chief Spokesman Date
 NAPE/AFSCME

 William J. Wood, Chief Negotiator Date
 State of Nebraska