



**NEBRASKA ASSOCIATION
OF
PUBLIC EMPLOYEES**



Letter of Agreement

This agreement complies with the NAPE Constitution, applicable State Statutes, Article 1, Section 1.3, 1.4 and 1.5; and Article 2, Section 2.1 of this labor agreement. Neither party shall imply or interpret any additional meaning nor language into this agreement, the document stands as written using the “plain language rule” according to the laws of contracts. This agreement which is between the State of Nebraska and the Nebraska Department of Correctional Services (*hereinafter referred to as the Employer*) and the Nebraska Association of Public Employees, Local 61 (*hereinafter referred to as the Union*), amends the Labor Contract for the period of July 1, 2015 through June 30, 2017.

In witness whereof, the parties hereto have executed this instrument this _____ day of _____, 2017.

FOR THE UNION

FOR THE EMPLOYER

Mike Marvin, Executive Director
Executive Director
NAPE/AFSCME, Local 61

William J. Wood, Chief Negotiator
Nebraska Department of Administrative Services
Employee Relations Division

Ryan McKay
Chairperson
NAPE/AFSCME Local 61

Scott Frakes, Director
Nebraska Department of Correctional Services

Jerry Sonnek
Appendix M and Protective Services Bargaining Team
NAPE/AFSCME Local 61

This agreement signed on this date: _____, 2017

Section 1: The Employer and the Union agree the use of a Body Worn Camera (BWC) is a mandatory subject of bargaining and agree to temporary trial program of the BWC only at the Tecumseh State Correctional Institution in Tecumseh, Nebraska (TSCI) and no other facility to begin on:

_____, 2017 and end on _____, 2017.

Section 2: The Employer and the Union agree to follow the policy created by the NDCS dated October 31, 2016. This policy cannot be changed or modified at any time outside of this agreement. Any changes to this policy must be implemented only through another letter of agreement. If any changes or actions occur outside of the procedures written within this agreement, this letter of agreement is void and the Employer agrees to immediately end the temporary trial of the BWC at TSCI.

Section 3: The Employer and the Union agree that no employee shall suffer any discipline greater than a letter of warning during this temporary trial period or any time after this temporary trial period from anything related to the BWC; unless the employee engaged in a criminal act that is subject to an investigation by law enforcement from outside of the agency that may or may not result in criminal prosecution.

Section 4: The Employer and the Union agree if the Employer wants to either:

1. Extend this temporary trial period for BWC at TSCI only, another letter of agreement must be created; or
2. Permanently implement the BWC into the labor agreement under Appendix M. Formal negotiations between the full NAPE Appendix M team and the Employer must be opened; with the understanding that all items within Appendix M are open for negotiations. Any agreement must be put out for a vote of the union membership. This vote may be facility specific and/or include the entire agency or both; dependent upon the specific language created during these negotiations.

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