

LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is made and entered into between the Nebraska Association of Public Employees Local 61 of the American Federation of State, County, and Municipal Employees (NAPE/AFSCME) and the State of Nebraska (State) to amend the 2021-2023 Labor Contract (Labor Contract) between the parties. The Labor Contract language outlined and agreed to below shall amend the current Labor Contract sections as specified. This agreement is effective November 1, 2021, with specified provisions effective November 8, 2021, and is contingent upon the Nebraska State Legislature approving the budget to finance this agreement. In the absence of Legislative approval, the agreement shall be rescinded and the unamended base language for the 2021-2023 Labor Contract prior to November 1, 2021, or November 8, 2021 for specified provisions, shall control. The State and NAPE/AFSCME agree to support legislative efforts to obtain approval and budgetary support.

The parties agree to incorporate new contract language and replace current contract language with the following:

7.14 Effective November 8, 2021 a pay differential of three-dollars per hour (\$3/hour) shall be paid to all staff covered by this Labor Contract who are assigned by their agency to work at or have as their permanently assigned location one of the 24-hour facilities as follows:

Beatrice State Developmental Center (BSDC) – Beatrice

Central Nebraska Veterans' Home – Kearney

Community Corrections Center (CCC-L) – Lincoln

Community Corrections Center (CCC-O) – Omaha

Cornhusker State Industries (CSI) – Lincoln

Diagnostic & Evaluation Center (DEC) – Lincoln

Eastern Nebraska Veterans' Home – Bellevue

Grand Island Veterans' Home – Grand Island

Lincoln Correctional Center (LCC) – Lincoln

Lincoln Regional Center – Lincoln

NDCS Pharmacy – Lincoln

Nebraska Correctional Center for Women (NCCW) – York

Nebraska Correctional Youth Facility (NCYF) – Omaha

Nebraska State Penitentiary (NSP) – Lincoln

Norfolk Regional Center – Norfolk

Norfolk Veterans' Home – Norfolk

Omaha Correctional Center (OCC) – Omaha

Tecumseh State Correctional Institution (TSCI) – Tecumseh

Western Nebraska Veterans' Home – Scottsbluff

Whitehall Campus – Lincoln

Work Ethic Camp (WEC) – McCook

Youth Facility – Lincoln

Youth Rehabilitation and Treatment Center – Hastings

Youth Rehabilitation and Treatment Center – Kearney

A permanently assigned location is the location to which a position or employee has been assigned by their respective agency. The pay differential provided under this section shall be in addition to any other hourly differentials outlined in this Labor Contract, and shall apply to all hours worked while assigned by their agency to one of the above listed 24-hour facility locations.

- 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.

Nothing in this Agreement prevents the Employer from implementing relocation bonuses or moving allowances for new hires.

- 11.2.3 On November 8, 2021, pay lines shall be established in Appendix A. The classifications listed below shall have their pay line adjusted upward by the indicated amount. Unless stated otherwise, pay lines shall consist of 40 steps with each individual step being a one percent (1%) increase over the preceding step's listed hourly rate; for example Step 2 shall represent a one percent (1%) increase over the hourly rate represented at Step 1. The Minimum Hourly Rate for each classification shall be Step 1, and each pay line shall extend 40 steps with each classification's Maximum Hourly Rate represented as Step 40.

On November 8, 2021, employees in the below specified classifications, except those specifically listed and subject to Article 11.12, shall be placed on the pay lines established in Appendix A as follows: All employees whose hourly rate of pay as of November 7, 2021 is on a respective step of their classification's pay line shall remain on that same numbered step. For example, a Social Worker I (C72331) on Step 3 (\$17,232) as of November 7, 2021, shall be placed on Step 3 (\$20,678) of the Social Worker I (C72331) pay line on November 8, 2021.

On November 8, 2021, all employees in the below specified classifications, except those specifically listed and subject to Article 11.12, whose hourly rate of pay as of November 7, 2021 is between steps on their classification's pay line shall first, on November 8, 2021, be placed on the step immediately above their hourly rate of pay as of November 7, 2021, and then shall remain on that same numbered step on the pay line on November 8, 2021. For example, a Youth Counselor I (C72481) whose hourly rate as of November 7, 2021 is \$18,000, between Step 5 (\$17,864) and Step 6 (\$18,043), shall first be placed at Step 6 (\$18,043), and then shall remain on that step, thus placing them at Step 6 (\$21,651) of the Youth Counselor I (C72481) pay line on November 8, 2021.

On November 8, 2021, all employees in the below specified classifications, except those specifically listed and subject to Article 11.12, whose hourly rate of pay as of November 7, 2021 is above the Maximum Hourly Rate, Step 40, of their classification's pay line shall receive a percentage increase to their annual full-time equivalent salary base equal to the percentage amount that their respective classification's pay line has been increased. For example, a Food Service Assistant (M80011) whose hourly rate as of November 7, 2021 is \$20,000, which is above Step 40 (\$17,689), shall receive a percentage increase of twenty percent (20%). The new hourly rate would be \$24,000, above the new Step 40 (\$21,227) of the Food Service Assistant (M80011) pay line, on November 8, 2021.

On November 8, 2021, all employees in classifications specifically listed in and subject to Article 11.12 shall receive a percentage increase to their annual full-time equivalent salary base equal to the percentage amount that their respective classification's pay line has been increased, in this case thirty percent (30%). After this percentage increase has been applied on November 8, 2021, teammate's whose hourly rate of pay is on a respective step of their classification's pay line on November 8, 2021 shall remain on that step and receive no further increase. Teammate's whose hourly rate of pay subsequent to the aforementioned percentage increase on November 8, 2021 is between steps on their classification's pay line on November 8, 2021 shall be placed on the step immediately above their hourly rate of pay. Teammate's whose hourly rate of pay subsequent to the aforementioned percentage increase on November 8, 2021 is above the Maximum Hourly Rate, Step 40, of their classification's pay line on November 8, 2021 shall remain at that rate of pay and receive no further increase. For example, a Registered Nurse (H75014) whose hourly rate as of November 7, 2021 is \$30,000 shall receive a 30% increase to an hourly rate of \$39,000 on November 8, 2021. Subsequently, on November 8, 2021 the

teammate's hourly rate shall be rounded to the step immediately above that hourly rate, thus achieving final placement at Step 20 (\$39,282).

Classifications Subject to Article 11.2.3 as follows:

Pay Lines to Increase by twenty percent (20%) Effective November 8, 2021:

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| <u>A09621</u> | <u>Corr Industries Sales Representative</u> |
| <u>A37113</u> | <u>Librarian</u> |
| <u>A37114</u> | <u>Librarian/Senior</u> |
| <u>A37740</u> | <u>Librarian/Agency</u> |
| <u>A37750</u> | <u>Librarian/Corrections</u> |
| <u>C72012</u> | <u>Behavior Technician Programming Coordinator</u> |
| <u>C72311</u> | <u>Child/Family Services Specialist Trainee</u> |
| <u>C72312</u> | <u>Child/Family Services Specialist</u> |
| <u>C72313</u> | <u>Child and Family Services Specialist Lead Worker</u> |
| <u>C72331</u> | <u>Social Worker I</u> |
| <u>C72332</u> | <u>Social Worker II</u> |
| <u>C72341</u> | <u>Master Social Worker</u> |
| <u>C72342</u> | <u>Certified Master Social Worker</u> |
| <u>C72481</u> | <u>Youth Counselor I</u> |
| <u>C72831</u> | <u>Developmental Disabilities Service Coordinator</u> |
| <u>C72841</u> | <u>DD Community Coordinator Specialist</u> |
| <u>C73771</u> | <u>Foster Care Review Specialist</u> |
| <u>E82411</u> | <u>G&P Assistant Horticulturist</u> |
| <u>H72442</u> | <u>Board Certified Behavior Analyst</u> |
| <u>H72551</u> | <u>Behavioral Health Practitioner I</u> |
| <u>H72552</u> | <u>Behavioral Health Practitioner II</u> |
| <u>H72553</u> | <u>Behavioral Health Practitioner III</u> |
| <u>H72554</u> | <u>Behavioral Health Practitioner IV</u> |
| <u>H76220</u> | <u>Interdisciplinary Team Leader/QDDP</u> |
| <u>H76463</u> | <u>Active Treatment Program Specialist</u> |
| <u>H77043</u> | <u>Recreation Specialist</u> |
| <u>H77044</u> | <u>Recreation Coordinator</u> |
| <u>I76211</u> | <u>Developmental Technician I</u> |
| <u>I76212</u> | <u>Developmental Technician II</u> |
| <u>I76461</u> | <u>Active Treatment Program Aide</u> |
| <u>I76462</u> | <u>Active Treatment Program Assistant</u> |
| <u>I77042</u> | <u>Recreation Assistant</u> |
| <u>M53010</u> | <u>State Patrol Forensic Technician</u> |
| <u>M61811</u> | <u>State Patrol Communications Specialist</u> |
| <u>M80011</u> | <u>Food Service Assistant</u> |
| <u>M80012</u> | <u>Food Service Worker</u> |
| <u>M84011</u> | <u>Maintenance Technician</u> |
| <u>M84012</u> | <u>Maintenance Specialist I</u> |
| <u>M84013</u> | <u>Maintenance Specialist II</u> |

| | |
|---------------|---|
| <u>M84210</u> | <u>Electrician</u> |
| <u>M84230</u> | <u>Plumber</u> |
| <u>M84330</u> | <u>Machinist</u> |
| <u>M84550</u> | <u>Facilities Management Systems Coordinator</u> |
| <u>M84582</u> | <u>Stationary Engineer Senior</u> |
| <u>M84631</u> | <u>Corr Industries Shop Operator</u> |
| <u>M84660</u> | <u>Corr Industires Print Shop Opr</u> |
| <u>X62550</u> | <u>Developmental Disabilities Surveyor/Consultant</u> |

Pay lines to Increase by thirty percent (30%) Effective November 8, 2021:

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|---------------|--|
| <u>H73320</u> | <u>DHHS Program Specialist-RN</u> |
| <u>H74230</u> | <u>Health Program Manager/RN</u> |
| <u>H74650</u> | <u>DHHS Nurse Consultant</u> |
| <u>H74731</u> | <u>Pharmacist</u> |
| <u>H75014</u> | <u>Registered Nurse</u> |
| <u>H75015</u> | <u>Administrative Nurse</u> |
| <u>H75321</u> | <u>Clinical Nurse Trainer</u> |
| <u>H75513</u> | <u>Community Health Nurse Senior</u> |
| <u>H77114</u> | <u>Physical Therapist II</u> |
| <u>H77312</u> | <u>Occupational Therapist</u> |
| <u>H77420</u> | <u>Respiratory Therapist</u> |
| <u>H77650</u> | <u>Speech Pathologist</u> |
| <u>H80410</u> | <u>Dietitian</u> |
| <u>H80452</u> | <u>Public Health Nutritionist, Senior</u> |
| <u>I74110</u> | <u>Dental Assistant</u> |
| <u>I74250</u> | <u>Optometric Aide</u> |
| <u>I74711</u> | <u>Pharmacy Technician</u> |
| <u>I74712</u> | <u>Pharmacy Inventory Technician</u> |
| <u>I75011</u> | <u>Staff Care Technician I</u> |
| <u>I75012</u> | <u>Staff Care Technician II</u> |
| <u>I75013</u> | <u>Licensed Practical Nurse</u> |
| <u>I77111</u> | <u>Physical Therapy Aide</u> |
| <u>X62450</u> | <u>Facilities Surveyor/Consultant</u> |
| <u>X62462</u> | <u>Professional & Occupational Licensing Investigator/RN</u> |
| <u>X62580</u> | <u>Nursing Services Surveyor Consultant</u> |

11.3 On July 1, 2022, pay lines shall be established in Appendix A. All classifications, except those specifically identified and listed in Article 11.2.3 above, shall have their pay line adjusted upward by two-percent (2%). All classifications specifically listed in Article 11.2.3 shall have their requisite pay lines remain as they were set on November 8, 2021. Unless stated otherwise, pay lines shall consist of 40 steps with each individual step being a one percent (1%) increase over the preceding step's listed hourly rate; for

example Step 2 shall represent a one percent (1%) increase over the hourly rate represented at Step 1. The Minimum Hourly Rate for each classification shall be Step 1, and each pay line shall extend 40 steps with each classification's Maximum Hourly Rate represented as Step 40.

On July 1, 2022, employees, except those within classifications specifically identified and listed in Article 11.2.3 above, shall be placed on the pay lines established in Appendix A as follows: All employees, except those within classifications specifically identified and listed in Article 11.2.3 above, whose hourly rate of pay as of June 30, 2022 is on a respective step of their classification's pay line shall remain on that same numbered step.

On July 1, 2022, all employees, except those within classifications specifically identified and listed in Article 11.2.3 above, whose hourly rate of pay as of June 30, 2022 is between steps on their classification's pay line shall first, on July 1, 2022, be placed on the step immediately above their hourly rate of pay as of June 30, 2022, and then shall remain on that same numbered step on the pay line on July 1, 2022.

On July 1, 2022, all employees, except those within classifications specifically identified and listed in Article 11.2.3 above, whose hourly rate of pay as of June 30, 2022 is above the Maximum Hourly Rate, Step 40, of their classification's pay line shall receive a percentage increase to their annual full-time equivalent salary base equal to the percentage amount that their respective classification's pay line has been increased (in this case 2%).

On July 1, 2022, subsequent to the pay line adjustments and placement outlined in the preceding paragraphs of this section, all employees, ~~except those in classifications outlined in Article 11.3.1,~~ whose performance has been scored at least satisfactory by their agency for the past calendar year shall advance one step on their respective pay line as outlined in Appendix A. ~~Employees whose hourly rate of pay, as of June 30, 2021, is between steps, and who are not placed on a step as a result of the pay line adjustments and placement outlined in the preceding paragraphs of this section, on their~~ classification's pay line shall move to the step immediately above their hourly rate of pay as of June 30, 2021 prior to any performance based step movement as noted above, if applicable. In cases where an employee has completed an original probationary period, or any other applicable probationary period, and should have received an annual performance review or probationary period performance review but no annual performance review or probationary period performance review for the past calendar year has been completed, that employee's performance will be deemed satisfactory for the past calendar year. ~~Employees still within the first six (6) months of their original probationary period, or who have had their original probationary period extended for performance reasons or leave of absence, and therefore had not completed their original probationary period by December 31, 2021, shall not qualify for any increase on July 1, 2022.~~ An employee who has an initial probationary period extended solely due to promotion will be considered to be rated satisfactory. Employees who are at or above the highest step in their respective classification, the maximum rate of pay, shall receive the

same percentage increase as employees within the range. This increase, where applicable, shall be added to their annual full-time equivalent salary base. For July 1, 2022 the percentage increase for those employees at or above the highest step in their respective classification will be one percent (1%).

11.3.1 ~~On July 1, 2022 employees in classifications specified in and subject to Article 11.12 will receive a 1% salary increase to their annual full-time equivalent salary base. This increase shall be available to those whose performance has been scored at least satisfactory by their agency for the past calendar year.~~

11.8 **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 ~~be placed on the nearest step in the new pay line which results in an increase of:~~

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.

11.9 **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 ~~be placed on the nearest step in the new pay line which results in a decrease of:~~

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 reverting back, either voluntarily or as a result of a disciplinary action, to a classification with a lower minimum rate of pay from which they were promoted in the last five (5) years, will be returned to their previous salary, adjusted for any merit or cost of living increases that may have been applied during the time they were in the higher level position.

11.12 Nurse Compensation. On November 8, 2021, pay lines shall be established in Appendix A. Employees occupying the classifications subject to and listed below in this section shall be placed on the new pay line for their respective classification in accordance with Article 11.2.3 on November 8, 2021. Unless stated otherwise, pay lines shall consist of 40 steps with each individual step being a one percent (1%) increase over the preceding step's listed hourly rate; for example Step 2 shall represent a one percent (1%) increase over the hourly rate represented at Step 1. The Minimum Hourly Rate for each classification shall be Step 1, and each pay line shall extend 40 steps with each classification's Maximum Hourly Rate represented as Step 40. Classifications subject to Article 11.12 are noted below. New hires into these classifications will be placed on the respective step according to their nursing experience in the public sector or private sector. For the purposes of determining nursing experience under this section, LPN and RN experience are interchangeable. For the purposes of initial placement of new hires, each year of nursing experience in the public sector or private sector, up to a maximum of ten (10) years, shall be equal to three (3) steps for the purposes of determining initial placement on the appropriate classification's pay line. Under this provision no new hire shall be placed above Step 30 as a result of nursing experience in the public sector or private sector.

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|---------------|-----------------------------------|---------------|---|
| <u>H73320</u> | <u>DHHS Program Specialist-RN</u> | <u>H75513</u> | <u>Community Health Nurse Senior</u> |
| <u>H74230</u> | <u>Health Program Manager/RN</u> | <u>I75011</u> | <u>Staff Care Technician I</u> |
| <u>H74650</u> | <u>DHHS Nurse Consultant</u> | <u>I75012</u> | <u>Staff Care Technician II</u> |
| <u>H75014</u> | <u>Registered Nurse</u> | <u>I75013</u> | <u>Licensed Practical Nurse</u> |
| <u>H75015</u> | <u>Administrative Nurse</u> | <u>X62462</u> | <u>Professional & Occupational Licensing Investigator</u> |
| <u>H75321</u> | <u>Clinical Nurse Trainer</u> | <u>X62580</u> | <u>Nursing Services Surveyor Consultant</u> |

12.5 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 as exempt. Those classifications identified as exempt 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, if entitled to overtime under the Fair Labor Standards Act (FLSA), shall be compensated at time and one-half for overtime hours worked.

From November 8, 2021 until June 30, 2022, employees covered by this Labor Contract who are assigned by their agency to work at or have as their permanently assigned location one of the 24-hour facilities as listed in Article 7.14 shall be eligible for overtime compensation at two times their regular hourly rate for all hours worked at one of the 24-hour facilities as listed in Article 7.14 except for those classifications identified as exempt. Those classifications identified as exempt shall not be eligible for overtime compensation at two times their regular rate of pay. All other provisions of Article 12.5 are applicable.

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 qualifying hospital employees and shift workers in the Veterans' Homes and at BSDC, LRC, NRC, and Whitehall), 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) -- amounts over this limit must be taken in pay.

From November 8, 2021 until June 30, 2022, employees covered by this Labor Contract who are assigned by their agency to work at or have as their permanently assigned location one of the 24-hour facilities as listed in Article 7.14 and eligible for overtime shall receive compensation at two times their hourly rate in the form of pay or compensatory time off, at the employee's discretion, for hours worked at one of the 24-hour facilities as listed in Article 7.14 in excess of forty hours in any work week (or 8 and 80 for qualifying hospital employees and shift workers in the Veterans' Homes and at BSDC, LRC, NRC, and Whitehall), except that the Employer maintains the ability to choose to pay cash at any time for overtime compensation obligations. All other provisions of Article 12.8 are applicable.

(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.)

- 12.13 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.

Effective November 8, 2021, Employees employees not eligible for time and one-half overtime may, at the discretion of the Agency Head, receive up to straight time compensation one and one-half times their hourly rate in the form of pay or compensatory time off for extra hours worked. This additional compensation is completely at the discretion of the Agency Head, and does not indicate that an employee is entitled to overtime under the Fair Labor Standards Act (FLSA). 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.

- 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)

From November 8, 2021 until June 30, 2022, in addition to normal holiday pay, hours worked at one of the 24-hour facilities as listed in Article 7.14 by an overtime eligible employee who is covered by this Labor Contract who has as their permanently assigned location one of the 24-hour facilities as listed in Article 7.14, on the employee's designated holiday, shall be compensated at two 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 and one-half (2.5) 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 Transportation employees covered by this Contract see Appendix D for Holiday provisions.)

- 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 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. 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.

d. In conjunction with an approved leave under the FMLA, subject to the requirements in Article 14.16 and applicable sub-sections.

14.19 **Military Leave:** Military leave shall be granted in accordance with applicable federal and state laws, and is limited to ~~120~~ 440 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.

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 hiring rate of the higher classification or an increase in accord with Section 11.8, 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. 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.

Effective November 8, 2021, When 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 (meaning the Minimum Hourly Rate or Step 1 is higher than the employee's current classification), the employee shall receive a temporary pay increase to the hiring rate of the higher classification or an increase in accord with Section 11.8, whichever is higher, but in no case shall the employee receive a pay reduction. An employee shall qualify to receive this temporary pay increase once he/she has been assigned duties in the higher classification for a combined eight (8) or more hours during two consecutive work days. The temporary pay increase shall apply to all hours worked until the employee reverts to his/her previous classification. An employee will be deemed to be assigned such duties when the temporary transfer exceeds fifteen consecutive calendar days. 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.

25.6 “The parties agree that management has a right to adopt policies and rules regarding employee dress and grooming. Should an agency adopt a policy pertaining to employee dress and grooming which sets a higher dress standard, the parties shall negotiate a one-time stipend for existing, impacted teammates at the time of the policy’s implementation not to exceed two-hundred and fifty dollars (\$250.00).”

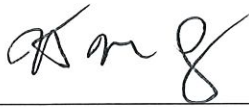
D.6 Upon evidence of payment, the Department of Transportation will reimburse the employee the difference in for the cost between of a required Commercial Driver’s license, Commercial Learners Permit, and any DOT required endorsements, and a regular driver’s license. Time spent acquiring or renewing a CDL Commercial Learner’s Permit and a Commercial Driver’s license will be considered work time. Work time will be granted for two testing attempts, for both the written and driving tests. If the employee fails to pass the written CDL test, work time will not be granted for subsequent testing.

Appendix A is attached.

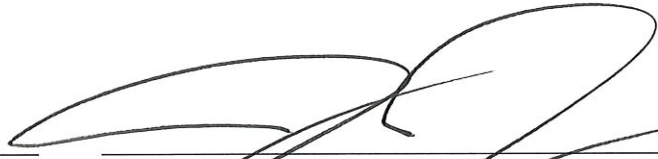
ADDENDUM:

The parties mutually agree that mentorship programs and talent pipelines are good for both the employer and the employee, and mutually agree to work to implement those programs if mutually agreeable terms can be arrived at in a subsequent agreement.

Dated this 25th day of October, 2021.



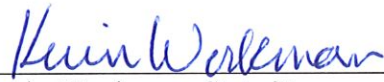
Justin Hubly, Executive Director
NAPE/AFSCME



Jason Jackson, Director
Department of Administrative Services
State of Nebraska



Melissa Haynes, Chair
NAPE/AFSCME



Kevin Workman, State Personnel Director
DAS – State Personnel
State of Nebraska



Sean Davis, Chief Negotiator/Administrator
DAS – Employee Relations
State of Nebraska