

**TENTATIVE AGREEMENT BETWEEN THE STATE OF NEBRASKA AND  
THE FRATERNAL ORDER OF POLICE, NEBRASKA PROTECTIVE SERVICES,  
LODGE 88 (FOP 88)**

*On October 31, 2024 the parties reached a tentative agreement on the following items, subject to ratification by FOP 88 and approval of the Governor of the State of Nebraska of the final 2025-2027 Labor Contract between the State of Nebraska and FOP 88.*

**TENTATIVE AGREEMENT LANGUAGE**

**All dates through the Labor Contract updated for new contract period.**

3.7 The right to hire, examine, promote, train, transfer, assign, and retain employees; suspend, demote, discharge or take other disciplinary action against employees for just cause; and to relieve employees from duties due to lack of work or funds, or the employee's inability to perform his/her assigned duties after the Employer has attempted to accommodate the employee's disability, or due to job abandonment by the employee. For the purposes of this provision, an employee shall have "abandoned" the job when the employee has not appeared for work for 3 consecutive days without calling in to provide the Agency notice of the need for leave, and the department has made a good faith attempt to contact the employee by a designated telephone number and to an emergency contact number. After the 3<sup>rd</sup> day of no contact by the employee, the agency shall request that an outside agency conduct such a check.

**3.15.B Methods of Testing:**

b. Alcohol Analysis-~~Gas Chromatography~~ blood Urinalysis testing shall be the only method of testing.

4.2 A grievance shall contain a statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, if known, and the specific section or sections of the Contract involved. The grievance and all related documents from this point forward at all steps shall be presented by hand delivery, by a mutually agreeable electronic format, or through the U. S. Postal Service to the Agency Head and/or his/her Designee and will be typed or printed legibly (on forms mutually agreed upon by the Employer and the Union, and furnished by the Union). The grievance form will state the name of the employee(s) authorizing the filing of the grievance and all grievances shall be signed by at least one aggrieved employee. An aggrieved employee shall have the right to a Union Representative appointed by the Union. Nothing contained herein shall prevent an aggrieved employee from filing a grievance involving non-disciplinary matters on behalf of a class of similarly situated employees.

4.4 Failure to file a grievance at either of the two steps within the established time limits shall cause the employee to forfeit grievance rights on the issue in question unless the Employer, in its discretion, extends the time limit. Should an employee fail to properly

file a grievance form, the Agency Head and/or his/her Designee shall notify grievant of such failure and stay the time limit for filing a grievance for no more than two additional work days beyond the day the Agency Head and/or his/her Designee informed the employee that the grievance had been improperly filed. Failure to answer a grievance shall be deemed a denial of the relief requested and the grievant may forward the grievance to the next step. Either party to a grievance may request that Step 1 and/or the mini hearing process be waived and the grievance proceed to the next appropriate step in the grievance process. Such requests must be mutually agreed to by both parties in writing and submitted to the Employee Relations Administrator for approval or denial. If approved the grievance shall be forwarded to the next appropriate step in the grievance process. If denied the grievance shall proceed through the normal grievance process. The decision of the Employee Relations Administrator on the waiver request may not be grieved.

- 9.1 Whenever a vacancy occurs in a position the Employer intends to fill in any bargaining unit, a notice of such vacancy shall be posted on bulletin boards, or electronic bulletin boards where used, normally used for communicating with bargaining unit employees in the Agency or specific facility in which the vacancy exists stating the job title, description, qualifications, shift, designated days off, and work area, date of availability, pay range, and closing date for applications. Exclusions to vacancy posting relating to specific agencies may be mutually agreed to in writing by the parties. Postings will be made in one or more of the following ways: Internal Posting meaning internal within the Agency; State Internal Posting meaning any permanent Classified System employee may apply; or External Posting meaning State and non-State employees may apply. Upon posting applicants may apply for the position in writing for a period of not less than ~~seven calendar~~ six work days. The Employer shall fill job vacancies using factors of: a) knowledge, experience, and ability; b) any job related tests, c), background/ reference checks, d) agency budget/financial considerations, and e) Veteran's preference, which shall be applied consistently among applicants. Where applicants rate substantially the same on such factors, permanent state employee applicants shall be selected, and where two state employee applicants' rate substantially the same, the more senior employee shall be selected by using the employee's continuous State service date.

(DHHS employees covered by this Contract see Appendix C for vacancy posting provisions.)

- 9.6 **Moving Allowance:** With the prior approval of the Agency Head and/or his/her Designee, authorized moving expenses may be reimbursed to the employee. ~~concerning reimbursable costs, employees involuntarily transferred to a new job location fifty miles or more from the employee's old residence that the old residence was from the old job location, shall be reimbursed for receipted moving expenses. For the purposes of this Section, promotions and the exercise of any bumping options 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.~~

The Employer may implement moving allowances for employees for new hires. ~~Such allowances are intended for new hires only and shall apply only to teammates who are hired from out of the State of Nebraska or who live two hundred or more miles from the facility in which they are to be assigned. Such allowances may exceed the actual cost of moving.~~

9.6.1 If an employee, whose moving expenses (all or a part) have been paid, resigns within ~~one~~ two calendar years of the move, the Agency Head and/or his/her Designee may require the employee to reimburse the Agency for a portion of the moving expenses, based on the length of time the employee worked after the move.

10.3 **Investigatory Suspension or Reassignment:** When the Employer determines that an employee must be removed from a current work assignment pending the completion of an investigation by the Employer to determine if disciplinary action is warranted, the Employer may:

- a. Reassign the employee to another work assignment at their current rate of pay until the investigation is completed.
- b. Suspend the employee from work without pay for alleged violations involving a report or statement supporting the allegation of gross misconduct/negligence, or for actions which have brought the agency into non-compliance with governing state or federal laws/regulations, until the investigation is completed or until six workdays have elapsed, whichever occurs first. In all other instances, except those outlined above and those described in 10.3.c, the suspension shall be with pay. The investigation may continue after the suspended employee returns to a paid status. If the employee is found not to have committed the violations alleged, the employee will be granted pay, benefits, leave and service credit for the period of suspension.
- c. In cases where the employee has been ~~charged in court with a felony~~ arrested or cited for a felony or misdemeanor assault, which is directly related to the workplace or which has the potential for significant impact on, or disruption of the workplace, the Employer may suspend the employee from work with or without pay until the charges are resolved. If the employee is found to be not guilty or the charge is dismissed, the employee will be granted pay, benefits, leave and service credit for the period of suspension.

(Department of Correctional Services employees covered by this Contract, see Appendix M, Section M.7)

When the Employer has placed an employee on investigatory suspension, the Employer shall have thirty workdays from the date ~~of discovery of an infraction~~ the employee was placed on investigatory suspension to initiate disciplinary action by serving a written notice of allegations on the employee except when the Employer is awaiting the results of an outside investigation or a court determination. If no action is taken, disciplinary action

is barred for that particular incident. Employees on investigatory suspension are not eligible to be paid shift differentials.

- 10.5 Any meeting held pursuant to these provisions may be ~~tape~~ recorded if the parties so agree.
- 10.8 Notice of disciplinary charges being instituted and the imposition of disciplinary action shall ~~only take place at the worksite or by letter~~ be in writing, and bargaining unit employees' confidentiality shall be respected during investigation or disciplinary procedures. The employer will notify the employee a minimum of 72 hours before any pre-disciplinary meeting.
- 11.2 Effective July 1, 20235, the pay rates of each pay line are established in Appendix A, which represents a pay line increase of three percent (3%). All classifications shall have their pay line adjusted upward by three percent (3%). The following classifications shall have a pay line consisting of seven (7) steps as outlined in Appendix A: Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist. All other classifications shall have a pay line consisting of a minimum hourly rate of pay and a maximum hourly rate of pay as outlined in Appendix A.
- 11.2.1 On July 1, 20235, all employees in the following classifications - Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist, shall be placed on the pay lines established in Appendix A as follows: All employees whose hourly rate of pay as of June 30, 20235 is on a respective step of their classification's pay line shall remain on that same numbered step. All employees whose hourly rate of pay as of June 30, 20235 is between steps on their classification's pay line shall first, on July 1, 20235, be placed on the step immediately above their hourly rate of pay as of June 30, 20235, and then shall remain on that same numbered step on the pay line on July 1, 20235. All employees whose hourly rate of pay on June 30, 20235 is above the Maximum Hourly Rate, Step 7, 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 three percent (3%).

On July 1, 20235, all employees in the following classifications – Security Communications Specialist, Security Guard, Military Security Officer Trainee, and Military Security Officer, 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 three percent (3%).

- 11.2.2 On July 1, 20235 employees in the following classifications—Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health

Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist—shall advance one step on their classification’s respective pay line, excepting those at or above Step 7 of their classification’s pay line.

Employees must be considered by their respective agency to have had at least satisfactory performance for the past calendar year (2022~~4~~) in order for the step movement increase on July 1, 2023~~5~~ to be implemented. Discipline in the form of disciplinary probation or lower does not disqualify an employee from receiving a merit increase unless identified by the Director. No employee subject to disciplinary action greater than disciplinary probation shall be eligible for a merit increase, subject to the Director’s discretion.

11.2.3 On July 1, 2023~~5~~, employees in the following classifications - Security Communications Specialist, Security Guard, Military Security Officer Trainee, and Military Security Officer, shall receive a two percent (2%) salary increase to their annual full-time equivalent salary base. This salary increase of two percent (2%) shall be available to those employees whose performance has been scored at least satisfactory by their agency for the past calendar year (2022~~4~~).

11.3 Effective July 1, 2024~~6~~, the pay rates of each pay line are established in Appendix A, which represents a pay line increase of three percent (3%). All classifications shall have their pay line adjusted upward by three percent (3%). The following classifications shall have a pay 2023 - 2025 line consisting of seven (7) steps as outlined in Appendix A: Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist. All other classifications shall have a pay line consisting of a minimum hourly rate of pay and a maximum hourly rate of pay as outlined in Appendix A.

11.3.1 On July 1, 2024~~6~~, all employees in the following classifications - Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist, shall be placed on the pay lines established in Appendix A as follows: All employees whose hourly rate of pay as of June 30, 2024~~6~~ is on a respective step of their classification’s pay line shall remain on that same numbered step. All employees whose hourly rate of pay as of June 30, 2024~~6~~ is between steps on their classification’s pay line shall first, on July 1, 2024~~6~~, be placed on the step immediately above their hourly rate of pay as of June 30, 2024~~6~~, and then shall remain on that same numbered step on the pay line on July 1, 2024~~6~~. All employees whose hourly rate of pay on June 30, 2024~~6~~ is above the Maximum Hourly Rate, Step 7, 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 three percent (3%).

On July 1, 2024~~6~~, all employees in the following classifications – Security Communications Specialist, Security Guard, Military Security Officer Trainee, and

Military Security Officer, 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 three percent (3%).

- 11.3.2 On July 1, 2024~~6~~, employees in the following classifications—Corrections Corporal, Corrections Unit Caseworker, Corrections Sergeant, Behavior Technician, Mental Health Security Specialist II, Youth Security Specialist II, and Developmental Disabilities Safety & Habilitation Specialist—shall advance one step on their classification's respective pay line, excepting those at or above Step 7 of their classification's pay line.

Employees must be considered by their respective agency to have had at least satisfactory performance for the past calendar year (2023~~5~~) in order for the step movement increase on July 1, 2024~~6~~ to be implemented. Discipline in the form of disciplinary probation or lower does not disqualify an employee from receiving a merit increase unless identified by the Director. No employee subject to disciplinary action greater than disciplinary probation shall be eligible for a merit increase, subject to the Director's discretion.

- 11.3.3 On July 1, 2024~~6~~, employees in the following classifications - Security Communications Specialist, Security Guard, Military Security Officer Trainee, and Military Security Officer, shall receive a two percent (2%) salary increase to their annual full-time equivalent salary base. This salary increase of two percent (2%) shall be available to those employees whose performance has been scored at least satisfactory by their agency for the past calendar year (2023~~5~~).

- 12.8 Employees eligible for overtime shall receive compensation at one and one-half times their hourly rate in the form of either pay or compensatory time off, at the employee's discretion, for hours worked in excess of forty hours in any work week (or 8 and 80 for hospital employees 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 after the employee has exercised that discretion 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~~ 480 hours of compensatory time (~~160~~ 320 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.)

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

When making a request for time off outside of the annual leave request process, the employee may submit evidence showing they were denied annual leave for the requested period. If the evidence shows that the employee made a legitimate annual leave request for the time period, they shall be given first priority over the other requesting employees, regardless of seniority. In the event that two employees provide evidence of denied annual leave, the requested leave shall be granted to the more senior employee.

- 14.17 **Bereavement Leave:** ~~Up to five days of bereavement leave may be granted to employees upon request for death in the immediate family~~ Requests of 5 days or less of bereavement leave shall be approved 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. Bereavement leave shall also be applicable due to the loss of unborn persons to the employee. 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.

~~C.3 The Employer shall allow Protective Services employees to bid two times each fiscal year on the employee's assigned post, shift, and days off. For the bidding of posts, management will identify the posts where employees will be assigned. Management may assign up to 50% of posts to relief posts, which may work in any location in the facility where the employee works. All other posts shall be assigned to a particular building or unit.~~

~~When the employee is successful in bidding for a change, movement to the new assignment will take place within 21 days of the bid except in cases where there are specific business elements/factors that necessitate a delay. In no case will movement to the new assignment exceed 45 calendar days from the date of the bid. Bids will be awarded by classification seniority.~~

C.3 The Employer shall allow Protective Services employees to bid two times each fiscal year on the employee's assigned post, shift and days off.

1) Bid changes – Bidding of vacant posts:

- Bids will be awarded by classification seniority
- Bids will take place within 21 days of the bid except in cases where there are specific business elements/factors that necessitate a delay.

- In no case will movement to the new assignment exceed 45 calendar days from the date of the bid.

2) Relief Posts – Assignment to cover open shift(s):

- Examples of open shifts:
  - a. Vacant positions within the same facility.
  - b. Employee planned absence within the same facility.
  - c. Employee unplanned absence within the same facility.
- Up to 50% of employees per shift, per post assigned to a different post within the facility

Management has the right to:

- Identify and define the facility's posts
- Identify and determine employee's permanent post assignments (i.e., building assignment)
- Identify and determine vacant positions' permanent post assignments.

C.9.1 When the 24 hour facility deems it necessary for an employee to wear a uniform as a condition of employment, the 24 hour facility shall provide for the full costs of three uniforms as defined by the facility on a set annual basis. In the event uniforms cannot be supplied through the 24 hour facility's usual and customary process, then, at the 24 hour facility's discretion, the employee shall be reimbursed for the purchase of uniforms at a rate not to exceed the usual and customary rate paid by the 24 hour facility for the procurement of uniforms. Such reimbursement is subject to the submission of a clearly dated sales receipt, with payment processing for the reimbursement to be initiated by the 24 hour facility within two work weeks following submission of the receipt.

The State will reimburse all DHHS employees in the Protective Services Bargaining Unit who are required to wear uniforms up to \$150 per contract year for uniform alteration and the purchase of authorized uniform articles which are not readily available, including appropriate footwear. Such payments shall not accumulate one fiscal year to another.

C.10.4 In cases where employees have chosen compensatory time as the method of overtime compensation, the 24 hour facility will consult with and will consider the desires of the employee when compensatory time use is requested. If the compensatory time cannot be used within the ~~succeeding 6 pay periods~~ same fiscal year in which it was earned, the employee shall receive payment for said time.



C.12 USE OF CONTRACTED AGENCY STAFF AT THE LINCOLN REGIONAL CENTER (LRC)

~~C.12.1 When staffing levels for positions that perform the work of Mental Health Security Specialists drop below 85% and the Department determines that it needs to use contracted agency staff to supplement the existing workforce, the union shall be notified prior to implementation.~~

~~C.12.1.1 The Department's use of contracted agency staff is to serve as a supplement to LRC employees, including out of class, temporary and on-call employees. Contracted agency staff shall not be used as a substitute for hiring permanent Mental Health Security Specialists covered by the bargaining unit. The Department shall make good faith efforts to use the State of Nebraska's SOS temporary staff program employees to supplement the existing LRC workforce prior to using contracted agency staff. Use of contracted agency staff shall decrease as the number of vacant Mental Health Security Specialist positions decreases.~~

~~C.12.1.2 Upon request from the President of the Fraternal Order of Police, Lodge 88, the agency will provide the total number of individual shifts of work assigned for Mental Health Security Specialists that were served in the prior pay period, and the number of shifts that (1) were filled with bargaining unit employees; (2) were filled with contracted agency staff; (3) were filled with SOS temporary employees; and (4) shifts that were not filled. The President of FOP 88 shall be limited to one request of information per month.~~

M.1.8 SUPERVISORY COUNSELING. A supervisory counseling is a means of correcting or clarifying performance expectations, and is not considered a form of discipline. Supervisory counseling shall not be used in agency decisions regarding work assignments or evaluations for promotion if the supervisory counseling took place over six months previously. Supervisory counseling records shall be removed from the employee's file after the annual performance evaluation or six months, whichever is longer.

M.3.1 Employees scheduled work day shall ordinarily be eight (8) hours. Shifts at ~~TSCI, NSP, DEC and LCC~~ may be 8, 10 or 12 hours at the Director's discretion. ~~No more than seventy percent (70%) of shifts for any classification covered by this Agreement at these facilities will be 12 hours. Employees at these facilities,~~ Upon implementation of 12 or 10 hour shifts, employees shall bid for all available shifts based upon seniority in their classification. If the employee is a Corrections Corporal the employee's time as a Corrections Officer and a Corrections Corporal shall, in total, be counted for the purposes of establishing their classification seniority. Thereafter, all positions shall be bid according to Appendix Section M.11. Employees working 10 or 12 hour shifts shall be entitled to at least the same 3 consecutive days off per week. A meal period shall be considered time worked, as shift employees are considered on duty from the beginning of

their shift until they finish their shift. Meals shall be expeditious and only the amount of time reasonable and necessary to eat shall be used.

~~M.12.1 Each facility or work unit will post a vacation request schedule once a year beginning November 1st, for a period of thirty (30) days, for vacation preferred between January 1st and December 31st of the following year. Each employee shall have the opportunity to select, based entirely upon their state seniority, the entire amount or any part of vacation time earned in the current year, prior to the schedule being filled in by the next senior person. To receive priority, vacation leave requests must be for three (3) consecutive work days or more. Vacation leave requests for less than three (3) consecutive work days will be considered, but with no priority. Upon completion of current year scheduling, employees may be allowed to schedule any carry over vacation, on a first come, first served basis.~~

Facilities will post a vacation request schedule by November 1 for the period of January 1 through June 30 (Holidays occurring in conjunction with vacation time will also be included.) Said form will remain posted until November 30. Each facility will post results December 15 in designated areas accessible to employees.

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

M.12.2 The facility will prepare and maintain the vacation schedule in a book in the shift supervisor's office, which shall be made available to the employees to view, at any time upon request. ~~The results of vacation scheduling for the bargaining unit members will be posted no later than thirty (30) days after December 1st of each year.~~

M.12.3 Each employee shall have the opportunity to select, based entirely upon their state seniority, the entire amount or any part of vacation time earned in the current year, prior to the schedule being filled in by the next senior person. To receive priority, vacation leave requests must be for three (3) consecutive work days or more. Vacation leave requests for less than three (3) consecutive work days will be considered, but with no priority.

Once the schedule has been approved, an employee's vacation period will not be changed by the Agency, except during periods of emergency or by mutual consent of the Agency and employee. Employee initiated actions, such as bidding or promotion, which causes changes in days off and/or shift, may be cause for adjustment in vacation schedule depending upon staffing levels. In such cases, the employee will be permitted to select alternative vacation periods, which will not affect the security of the facility.

M.12.7 OTHER LEAVE REQUEST - When an employee requests vacation or compensatory leave, approval or denial will be given at least seven (7) calendar days prior to the date the leave is to be taken. Applications for leave will be accepted up to thirty (30) days in

advance of the date requested. Requests made less than seven (7) calendar days prior to the date of the requested leave shall be addressed on a first come, first served basis.

M.14.1 In cases of unscheduled absences, essential employees as determined by the twenty-four hour facility shall provide at least two (2) hours advance call-in notice prior to the start of their shift. The shift supervisor on duty receiving the advance call-in shall secure the necessary staffing requirements. This standard notice may be waived in individual emergency situations. Such waiver shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties have agreed this \_\_\_\_ day of \_\_\_\_\_, 2024

FOR THE COUNCIL

FOR THE STATE

\_\_\_\_\_  
Gary Young, Chief Negotiator  
FOP 88

\_\_\_\_\_  
Dan Birdsall, Chief Negotiator  
State of Nebraska

\_\_\_\_\_  
Jay Wilson, President  
FOP 88

\_\_\_\_\_  
Sean Davis, Personnel Director  
State of Nebraska