

**Changes for the State of Nebraska and NAPE/AFSCME
Labor Contract for 2011-2013**

The following are changes to the 2011-2013 NAPE/AFSCME and State of Nebraska Labor Contract which became effective July 1, 2011. Please contact AS-Employee Relations as questions arise regarding the application and interpretation of these provisions.

Article 1 – Preamble

1.1 Date changes only.

Article 7 – Work Schedule

7.7.1 Updated titles for Licensed Practical Nurse and deleted the DT III title.

7.7.2 Updated title for Registered Nurse.

Article 11 – Wages

11.2 On July 1, 2011, all employees in each bargaining unit shall receive no salary increase.

11.3 On July 1, 2012, all employees in each bargaining unit shall receive a two percent (2%) salary increase to their annual full-time equivalent salary base.

11.5 On July 1, 2011, each salary rate of all classifications in each bargaining unit pay plan, will remain the same as each classification was on June 30, 2011. (Appendix A 2011-2013)

11.6 On July 1, 2012, each salary rate of all classifications in each bargaining unit pay plan will be adjusted upward by two percent (2%). (Appendix A 2011-2013)

11.8 **Added a new paragraph at the end of this section which states:**

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.

11.12 **Nurse Compensation.** Updated class titles and updated pay for 7-1-11 and 7-1-12 to coincide with the pay increases in Sections 11.2 and 11.3.

Article 12 – Overtime

12.5 Removed the italicized language only at the end of this Section -- (~~*“E” Bargaining Unit employees will continue to be covered by the corresponding provision of the 2007 2009 Labor Contract until a final decision is rendered in the appeal of the Special Master decision.*~~)

- 12.9 “E” Bargaining Unit employees will continue to have overtime figured differently than employees in the other 8 bargaining units. Underlined language is new; stricken language has been removed:

For employees within all bargaining units, except the “E” Bargaining Unit, Holidays 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. (~~“E” Bargaining Unit employees will continue to be covered by the corresponding provision of the 2007-2009 Labor Contract until a final decision is rendered in the appeal of the Special Master decision.~~)

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.

Article 13 – Insurance

- 13.1 Underlined language is new; stricken language has been removed:

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 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.

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

Total Benefit Maximum - \$4,000,000 Unlimited

7-1-11 through 6-30-12

\$400 Annual deductible per person – In Network

\$800 Annual deductible per family – In Network

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

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

7-1-12 through 6-30-13

~~\$400~~ 500 Annual deductible per person – In Network

~~\$800~~ 1000 Annual deductible per family – In Network

~~\$1400~~ 1500 Annual out-of-pocket maximum per person – In Network

~~\$2800~~ 3000 Annual out-of-pocket maximum per family – In Network

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

\$20 co-payment for doctor office visits only.

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

The plan shall include a three-tier formulary prescription drug card coverage with a: \$10.00 co-payment per 30 day supply of generic drugs; \$25.00 co-payment for a 30 day supply of formulary brand name drugs; and a \$40.00 co-payment for a 30 day supply of non-formulary brand name drugs.

Mail order is available for long-term maintenance drugs for a 180 day supply with a: \$35.00 co-payment for generic drugs; \$100.00 co-payment for formulary brand name drugs; and a \$150.00 co-payment for non-formulary brand name drugs.

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.

Article 14 – Authorized Leave

- 14.1 “E” Bargaining Unit employees will continue to receive compensation for all State holidays except for Columbus Day.
- 14.5 “E” Bargaining Unit employees will continue to earn vacation leave at a different rate than the other 8 Bargaining Unit employees.
- 14.10 “E” Bargaining Unit employees will continue to earn sick leave at a different rate than the other 8 Bargaining Unit employees.
- 14.18 “E” Bargaining Unit employees will not receive injury leave.

Article 24 – Term of Contract

- 24.1 Date changes.