**Lucius Sheridan, on Behalf of Himself and on Behalf of Similarly Situated FOP 88 Employees v. Nebraska Department of Correctional Services** (FOP) The Appellant, a CCCL employee, filed a grievance after he was directed to work mandatory overtime to supervise a NSP inmate.  The parties agreed to designate J.L. Spray as Arbitrator, and a hearing was held in accordance with the 2019-2021 State of Nebraska and FOP Labor Contract.
The Arbitrator states that where the language in a collective bargaining agreement is clear and unambiguous, the arbitrator must give effect to the plain meaning of the language.  The Arbitrator found that NDCS violated Section M.1.6 of the Labor Contract because it did not provide ten days’ written notice that the Appellant’s permanent assignment at CCCL was being changed—even temporarily—to NSP.  The only exceptions to providing proper notice are if the employee voluntarily agrees to a change in assignment or when there is an emergency, neither of which occurred in this instance.  Additionally, the Arbitrator found that NDCS violated the Labor Contract because the Appellant’s name was not on the accurate up-to-date mandatory overtime list of employees for each NSP work shift by job classification.  NDCS was required to use the NSP mandatory overtime list for the NSP supervision assignment.  While the Respondent provided credible evidence of a long-standing past practice, which implies the FOP Union’s consent, the Arbitrator found he must consider Section 1.2 of the Labor Contract, which states in part, “This Contract supersedes and cancels all prior practices and agreements.”  Therefore, the Arbitrator concluded that the Respondent violated the Labor Contract and affirmed the Appellant’s appeal.