**Lucas Fields, on Behalf of Himself and on Behalf of Similarly Situated FOP 88 Employees v. Nebraska Department of Correctional Services**(FOP) The Appellant filed a grievance arguing that when he and similarly situated employees worked on a designated holiday, they should have been paid two times their hourly rate for the last 4 hours of their 12-hour shift. Due to emergency staffing needs, the Appellant and others were temporarily working 12-hour shifts. The parties agreed to designate Jim Titus as Arbitrator, and a hearing was held in accordance with the 2019-2021 State of Nebraska and FOP Labor Contract.

The Arbitrator noted that Section 14.4 refers to “an employee’s normally scheduled work day.” The arguments of the parties focused on what is a normally scheduled work day. The Appellant argued that it means the number of hours of a shift on the employee’s permanent work schedule; the Respondent argued that it means the scheduled hours on the particular day in question, whether permanent or temporary. The Arbitrator stated that normal means standard, usual, typical or routine; it does not mean non-routine like an emergency or temporary schedule. Therefore, the Arbitrator upheld the Appellant’s appeal and ordered that the Appellant and similarly situated employees be granted four hours of back pay at two times the normal rate of pay, minus the pay already received for the four hours

**Robert Reed v. Nebraska Department of Correctional Services** (FOP) Mr. Reed filed a grievance after being terminated, which was based upon allegations that he failed to complete checks and searches, falsified a checklist, had an inmate in an office without authorization, and left his post without proper approval. Terri M. Weeks was selected as Arbitrator, and a hearing was held in accordance with the 2019-2021 State of Nebraska and FOP #88 Labor Contract.

The Hearing Officer found that the allegations against Appellant were substantiated and that he violated Sections 10.2.a, 10.2.c and 10.2.m of the Labor Contract. The Hearing Officer found that the discipline imposed by NDCS complied with the Labor Contract, as it was for just cause and, in light of past disciplinary history, the discipline recognized and employed progressive discipline. The appeal was denied.

**Tamara Cole, on her own behalf and on behalf of all similarly situated FOP 88 Employees v. Nebraska Department of Health and Human Services Appeal** (FOP) The Appellant filed a grievance in response the Respondent’s new overtime policy. The Appellant argued the policy was in violation of Section 12.8 of the FOP/State of Nebraska Labor Contract. The State Personnel Board (Board) designated David M. Gaba as Hearing Officer, and the hearing was held in accordance with the Nebraska Classified System Personnel Rules. The rules of evidence were not invoked.

The Board agreed with the hearing officer that the Respondent’s new overtime accrual policy violates Section 12.8 of the Labor Contract because a plain reading of Section 12.8 says the Department cannot restrict or mandate conditions on its employees’ choice to receive compensatory time off *before* an employee makes that choice. However, the Board noted that after the employee makes that choice, the Department can elect to pay the employee cash “at any time for overtime obligations.” Thus, the Board agreed with the hearing officer’s recommended order that the Department’s new overtime policy violates Section 12.8 and is unenforceable to the extent it restricts the Appellant’s and other similarly situated employees’ discretionary choice to receive compensatory time off *before* that choice is made.