



**Matthew L. Blomstedt, Ph.D., Commissioner**  
**Scott Swisher, Ed.D., Deputy Commissioner**

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**SIDE LETTER OF AGREEMENT #2015-01 BETWEEN THE NEBRASKA DEPARTMENT OF EDUCATION (NDE)  
AND THE NEBRASKA ASSOCIATION OF PUBLIC EMPLOYEES/AFSCME LOCAL 61 (NAPE/AFSCME)**

1. NDE and NAPE/AFSCME recognize that the 2015-2017 Collective Bargaining Agreement between them forms the primary understanding concerning the terms and conditions of employment and that no changes to that Agreement will be made without the written consent of both NDE and NAPE/AFSCME.
2. Representatives of NDE and NAPE/AFSCME have met and discussed the matter that is the subject of this Side Letter of Agreement and both knowingly and willingly execute the same.
3. The current Commissioner of Education, having taken office on January 2, 2014, has begun a process of evaluation of the structure of NDE. The Commissioner has determined it would be in the best interest of the NDE's work and mission if certain organizational changes were made. Among the changes that the Commissioner has determined would be appropriate include placing one or more employees that are covered by the 2015-2017 NDE-NAPE/AFSCME Agreement in positions that have job duties not currently encompassed by any one existing position and that may be in different program sections under different supervisors that those employees have currently.
4. The employees referred to in section 3 above, if and when placed in these other positions, would, upon such placement, retain the same classification, pay grade and salary as they have at the time of the transfer. This would be a "lateral transfer" as defined in the 2015-2017 NDE-NAPE/AFSCME Agreement.
5. The language in Article 11, Section 11.1A4 of the 2015-2017 NDE-NAPE/AFSCME Agreement provides that such lateral transfers can be accomplished without the need to post the position as an opening under Section 11.1 if the placement of the employee was not the result of the establishment of "new positions" within the bargaining unit.
6. In order to more efficiently effectuate the changes in program team placements and revision of job duties described in sections 3 and 4 above, NDE and NAPE/AFSCME agree that during the effective dates of this Side Letter of Agreement, a lateral transfer of an NDE employee covered by the 2015-2017 NDE-NAPE/AFSCME Agreement to a position that did not previously exist with

the same job duties will not require NDE to have previously e-mailed and posted the position as described in Article 11, Section 11.1 of the 2015-2017 NDE-NAPE Agreement. Therefore, the operative language of Section 11.1A4 will be as follows:

"11.1A For purposes of Section 11.1, a job will not be considered to have been open, or a position to have been vacant, if a qualified employee of the Agency is placed in the position, when such placement is the result of any of the following situations:...

11.1A4 In the case of lateral transfers only, the placement is the result of Agency organizational changes ~~which did not result in the establishment of new positions."~~

7. This Side Letter of Agreement is effective upon the signing of it by both parties and remains in effect through the end of the 2015-2017 Agreement (June 30, 2017) unless an earlier termination date is agreed upon in writing by both parties.

**FOR THE NEBRASKA DEPARTMENT OF EDUCATION**

  
Matthew L. Blomstedt, Ph.D., Commissioner

9/16/15  
Date

**FOR THE NEBRASKA ASSOCIATION OF PUBLIC EMPLOYEES, LOCAL 61 OF AFSCME**

  
Ted Buri, NAPE/AFSCME Local 61

09/21/15  
Date

  
Sue Martin, NDE Employee Representative

9/17/15  
Date