

IN THE NEBRASKA COMMISSION OF INDUSTRIAL RELATIONS

NEBRASKA ASSOCIATION OF	)	
PUBLIC EMPLOYEES LOCAL 61	)	
of the AMERICAN FEDERATION	)	
OF STATE, COUNTY, AND	)	
MUNICIPAL EMPLOYEES,	)	
	)	
	)	
Petitioner,	)	CASE NO.
	)	
v.	)	PROHIBITED PRACTICES
	)	PETITION
COUNTY OF RICHARDSON a	)	
political subdivision, and	)	
RICHARDSON COUNTY	)	
BOARD OF COMMISSIONERS,	)	
JOHN J. CAVERZAGIE, BOB	)	
CAMPBELL, RICK KARAS,	)	
	)	
Respondent.	)	

COMES NOW the Petitioner, Nebraska Association of Public Employees, Local 61 of the American Federation of State, County and Municipal Employees, and invokes the jurisdiction of this Commission as stated in the Rules of the Commission of Industrial Relations, Rules 14 and 42, by alleging as follows:

1. Petitioner is a labor organization representing employees in dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment and conditions of work, with address and telephone number of 1230 O Street, Suite 120, Lincoln, Nebraska, 402-486-3911; it is a labor organization as that term is

defined in Neb. Rev. Stat., § 48-801(7) and within the meaning of that statutory clause.

2. That Petitioner [NAPE/ AFSCME or the Union] is the exclusive certified bargaining agent for the Richardson County Roads/Highway Department bargaining unit established by the Industrial Relations Act, *Neb. Rev. Stat. §§ 48-801 et seq.* The Richardson County Roads/Highway Department bargaining unit represents employees of Richardson County Roads Department that occupy the titled classifications of mechanic, welder, Equipment Operator, Maintainer Operator, Operator, Dragline Operator, Truck Driver, Laborer, and Sign Employee.
3. That the Respondent, County of Richardson [County], is an employer as that term is defined in Neb. Rev. Stat., § 48-801(12) and is subject to the jurisdiction of the Nebraska Commission of Industrial Relations. The administrative offices for personnel and labor relations for Respondent Richardson County are located at 1700 Stone St., Falls City, NE 68355. The statutorily designated agent for service of process for both entities is the County Clerk of Richardson County, Mary Eickhoff. Despite their being no actual legal basis requiring it, the respondent has repeatedly insisted that the named county commissioners be named in petitions before the commission, and so they are included as the Petitioner anticipates such an argument from the respondent, County of Richardson if they are not included.
4. Petitioner brings this action against Respondent for prohibited practice in violation of Neb. Rev. Stat. § 48-824(1) and (2)(e) based upon Respondent's unilateral change to, and refusal to negotiate in good faith over, a mandatory subject of bargaining detailed below.
5. That at all times relevant to this matter, Petitioner and Respondent County have been covered by an effective collective bargaining agreement between the Petitioner and the Respondent County covering wages, hours and conditions of employment. The agreement applies to the Richardson County Roads/Highway

Department bargaining unit, and covers the period July 1, 2020 through June 30, 2023 and continuing until such time a new agreement is reached by the parties (as an impasse proceeding is presently before this Commission at No. 1569.

6. The collective bargaining agreement described in paragraph 4 contains Article I - Preamble. Article 1, Section 1 reads as follows:
 - 1.1 This Contract made and entered into this 17th day of March, 2021 at Falls City, Nebraska, pursuant to the provisions of Chapters 48, Reissue Revised Statutes of Nebraska, 1943 (R.R.S.) by and between the County of Richardson, Nebraska, (hereinafter referred to as the Employer) and the Nebraska Association of Public Employees, Local #61 of the American Federation of State, County, and Municipal Employees (hereinafter referred to as the Union), as representative of employees, except as modified by Article 2.2, employed by the County of Richardson Roads/Highway Department. The Contract term shall be from July 1, 2020, through June 30, 2023.
7. The collective bargaining agreement described in paragraph 4 contains Article I - Preamble. Article 1, Section 4 reads as follows:

The employer agrees that prior to making any change in terms and conditions of employment, which are mandatory subjects of bargaining covered by this contract, to meet and bargain with the Union in an attempt to reach an agreement.
8. The collective bargaining agreement described in paragraph 4 contains Article I - Preamble. Article 1, Section 5 reads as follows:

1.5 WORK RULES: Work rules are attached to and incorporated herein to this contract as Appendix "D."

 - a. New work rules or amendments to existing work rules shall be reduced to writing and furnished to the Union at least seven (7) calendar days prior to the effective date of the rule. The Employer agrees that additions or amendments to existing work rules will be made in a reasonable manner.

9. The collective bargaining agreement described in paragraph 5 contains Article 19- Management Rights. Article 19, Section 1 reads as follows:
19.1 - It is understood and agreed that the Employer possesses the right to operate and direct the employees of the Richardson County Roads/Highway Department to the extent that such rights do not violate its legal authority, and to the extent such rights are not modified by this Contract. These rights include, but are not limited to:
 - m. The right to introduce new or improved methods, equipment, technology or facilities.
10. The collective bargaining agreement described in paragraph 5 contains no mention of the use of a GPS and AI-Integrated camera system and no language related to employees being required to use a GPS and AI-Integrated camera system.
11. There is no language in any portion of the collective bargaining agreement that deals with GPS and AI-Integrated camera systems.
12. Since approximately 2012, new graders have been purchased by the County equipped with GPS and/or AI-Integrated camera system ("GPS and AI-Integrated camera system") that were factory installed.
13. On or about March 20, 2026, union member Roger Glathar was informed by Highway Superintendent Steve Darveau that the GPS systems would be installed in the road graders to track and monitor member employees.
14. Between 2012 and the March 2026, there was no proposal regarding the use of GPS and AI-Integrated camera systems by the Respondent presented to the Union.
15. On March 26, 2026, Justin Hubly, executive director for the Petitioner emailed Steve Darveau, Jr., Highway Superintendent stating, "I was told by one of our members this week that you mentioned that the GPS has been turning on in your graders and

that you are tracking them. Is that accurate? If so, we would want to bargaining over the implementation of that technology."

16. On or about March 27, 2026, Darveau responded to Hubly's email with a letter that provided information about the "VisionLink CAT" fleet management tool.

17. Darveau stated that "[t]here is no one in the department with the time to sit and track employees. Employees as always, are expected to show up for work on time, do their jobs safely and go home at the end of the day.

In the future, when we receive complaints from public taxpayers, we will have a non-disputable method for where our machines have or have not been. The most recent complaints being on the extensive time machines are parked, we will now be able to verify the legitimacy of the complaint and/or explain the reason the machine is there since fault codes are immediately available.

18. On or about April 1, 2026, Hubly wrote to Darveau via email, stating, in part, "We understand from your response that the graders came installed with GPS technology, and the county now plans to use that technology to verify complaints from taxpayers about the work our members perform in their graders."

19. Hubly also stated, "We agree that our members should perform their jobs to the best of their ability in the safest manner possible. We also believe that our members have a right to negotiate the terms and conditions of their employment in accordance with Nebraska law. Should the county proceed to implement this technology, we want to negotiate the manner in which it will be used as it relates to the terms and conditions of employment of the employees.

Please consider this letter a formal demand to bargain under Article 1.4 of our collective bargaining (sic) and the Nebraska Industrial Relations Act. We can meet to bargain at your convenience."

20. On or about April 13, 2026, Counsel for the Respondent sent a letter to undersigned counsel stating in part that the decision regarding a comprehensive GPS and AI-integrated camera system designed to enhance safety and mitigate liability falls within its management rights."
21. The Respondent stated that it has the "management 'right to establish, implement, modify and change... procedures and policies for the safety, health and protection of property and personnel interests.' " citing Article 19, Section 19.1(j) of the collective bargaining agreement.
22. To date, the Respondent has not issued a new policy or procedure related to the use of GPS tracking or AI systems in the road department.
23. The Respondent also stated that the "County further has the management 'right to introduce new or improved... equipment [and] technology..." citing Article 19, section 19.1(m) of the collective bargaining agreement.
24. The GPS system has been installed in machines since 2012, but not used. There is no new technology being used related to GPS tracking.
25. The Respondent refused to bargain over the terms and conditions of employment as requested by the Petitioners and required by the CBA.
26. On or about April 29, 2026, the Respondent County voted to approve an agreement with Verizon Connect for the vehicle tracking subscription and dashcam service and software for county vehicles.
27. As of June 2026 the GPS tracking was activated by the County.
28. In June 2026, Julie Volmer, supervisor of Matt Bletscher found Mr. Bletscher performing road work and stated that she was aware he would be on that mile.

29. In June 2026, Julie Volmer disciplined Roger Glathar based on GPS location data for his grader not moving while maintenance was being completed on it.
30. In June 2026, Julie Volmer disciplined Bryan Dettman based on GPS location data for having his grader stopped during his lunch break.
31. The members have grieved these inappropriate disciplinary actions.
32. There is no GPS or AI policy which has been produced or bargained, nor have the material changes to the working conditions of employee as a result of use of the GPS system been bargained to impasse previously.
33. During the negotiations for the 2023-forward Collective Bargaining Agreement, there were no proposals or discussions regarding the usage of GPS and AI-Integrated camera systems by any bargaining unit employees. The possibility of a requirement of the use of GPS and AI-Integrated camera systems was never discussed. The first time the Union was made aware of a renewed intention to require employees to use the GPS technology that had been in place, unused by employees since approximately 2012, was March 20, 2026, when employees were informed the county would begin to use the installed GPS technology and be subject to discipline if they did not comply.
34. The changes unilaterally dictated by the Respondent and the position taken by Respondent constitutes a violation of Neb. Rev. Stat. 48-824(1) and 2(e).
35. Respondent's unilateral actions are deliberate and willful, and designed to undermine the rights of the Petitioner and the bargaining unit members under the Nebraska Industrial Relations Act thereby entitling the Petitioner to reasonable attorney fees and costs.

WHEREFORE, the Petitioner prays that the Commission grant relief against the Respondent and in favor of the Petitioner finding that the Respondent has committed prohibited practices and ordering that the

Respondent immediately cease and desist such actions, honor the negotiated agreements and enter into bargaining regarding the terms and conditions of employment, for attorney fees and for such other relief as may be deemed appropriate by the Commission. The Petitioner also prays that the Commission enter an order temporarily prohibiting the use of GPS and AI-Integrated camera systems on bargaining unit employees during the pendency of this proceeding.

DATED, July 7, 2026

NEBRASKA ASSOCIATION OF
PUBLIC EMPLOYEES LOCAL 61 of
the AMERICAN FEDERATION OF
STATE, COUNTY, AND
MUNICIPAL EMPLOYEES,
Petitioner,

By: 

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