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February 24, 2003 LB 226

SENATOR WEHRBEIN: Yes.

SENATOR REDFIELD: ...that cross out would go away and 48-217 would return to its original form.

SENATOR WEHRBEIN: Well, I...that's where I got confused. The way I read your amendment, it strikes Section 2 and 4 so I wanted clarification.

SENATOR REDFIELD: Senator, that's because we wouldn't need this whole section in the bill, but it would still exist in the statute books.

SENATOR WEHRBEIN: Okay. Thank you.

SENATOR CUDABACK: Thank you, Senator Redfield. Senator Smith, on AM0381 to LB 226.

SENATOR SMITH: Senator Redfield, for questions, please.

SENATOR CUDABACK: Would you yield to a question from Senator Smith?

SENATOR REDFIELD: Yes.

SENATOR SMITH: Now your handout with the two columns, you list examples. Wouldn't that be fluid according to the specific contract? So if the contract said that it covered sexual harassment and discrimination on the job and termination for other reasons, if that were in the contract, that would be in the left-hand column, would it not?

SENATOR REDFIELD: Well, Senator, those have always been rights that belong to all Americans, wherever they are, because of our constitution, because of our federal and state laws. And so it really doesn't matter what is in a union contract. And because of those protections in law and in the constitution, it's not necessary to put that language in a bargaining contract.

SENATOR SMITH: So you're saying that there are no contracts in Nebraska with those listed in there, in their contract?