

NAPE/AFSCME Letter of Agreement October 2021 FAQ

The questions and answers posed herein are intended to provide clarity for state teammates in understanding the adjustments made under the NAPE/AFSCME and State of Nebraska Letter of Agreement (impacting the 2021-2023 Labor Contract) signed in October of 2021. It is not an all inclusive list, and teammates are encouraged to consult with their agency leaders and HR partners, as well as the State Personnel and Employee Relations webpages, to obtain further clarification and guidance.

1. *Is the \$3/Hour differential in Article 7.14 available to any teammate working as part of a 24-hour operation? Is it available to any whose work location is listed in Article 7.14?*

Answer: The \$3/Hour differential is applicable to any teammate performing work at one of the 24-hour facilities listed in Article 7.14. If a teammate is assigned to work at a 24-hour facility that is listed, but their work is not directly or indirectly related to the 24-hour operations, that teammate would still receive the \$3/Hour differential as a result of their assignment to that facility.

2. *How were the 24-hour facilities that are to receive the \$3/Hour differential determined? My agency/classification has 24-hour operations so why were we not included?*

Answer: In the summer of 2021 a task force was convened by State Personnel, in consultation with the Governor, to examine operations at 24-hour facilities. The focus expanded to include a review of critical, hard to fill positions, with a continued emphasis on 24-hour facilities, specifically those at the Department of Health and Human Services, the Department of Corrections, and the Department of Veterans' Affairs. After thorough review of market and internal data, as well as back and forth at the bargaining table, the specifically listed 24-hour facilities in Article 7.14 were settled upon at this time. This \$3/Hour differential is not intended to recognize some facilities over others for any work performed, nor to place a particular value on some 24-hour operations over others. Rather, this differential is intended to address critical staffing needs at specified 24-hour facilities in state government.

3. *For the change to sick leave usage in Article 14.11, when is that effective? Can it be applied retroactively to FMLA already taken this year?*

Answer: The ability to request and apply sick leave for approved FMLA as outlined in Article 14.11.d. shall become effective for any and all requests and qualifying circumstances on or after November 1, 2021. It is not the intention of this new provision that it is to be applied retroactively to requests or circumstances prior to that date as they operated under the previous sick leave guidance and were therefore in line with the contract provisions, standard guidance and past practice at the time. As an example, if a teammate is currently on an approved FMLA for ten weeks starting October 4, 2021, they would be able to apply sick leave starting November 1, 2021, in this case for the remaining six weeks of the approved FMLA. It is important to note that sick leave has

been allowed and utilized in the past for many, if not most, FMLA time periods. This new language is meant to address those circumstances that were formerly not allowed, most notably for fathers upon the birth of a new child.

4. *For the increase to military leave can a teammate who has already exhausted part or all of their 120 hours receive up to 440 hours for the remainder of the year?*

Answer: The ability to request and apply the additional military leave hours as provided for and outlined in Article 14.19 shall become effective for any and all requests and qualifying circumstances on or after November 1, 2021. If a teammate, operating under the 120 hour limit prior to November 1, 2021 used some or all of that 120 hour bank, they can request and have applied military leave under the new provisions of 440 hours for the remainder of the calendar year, minus any hours already utilized for the calendar year. As an example, if a teammate has already utilized 60 hours between January 1, 2021 and October 31, 2021, the teammate would have available 380 hours for the remainder of the calendar year.

5. *How can I tell whether I will be impacted by a pay line adjustment? How much of an increase will I receive?*

Answer: If you are a teammate in a classification listed in Article 11.2.3 you will be impacted by a pay line adjustment effective November 8, 2021. The intention is for you to receive an increase that matches the percentage increase to your classification's pay line. Classifications listed in Article 11.2.3 are to receive either a 20% or 30% increase, depending upon which list it falls.

Teammates in classifications not listed in Article 11.2.3 will be impacted by a pay line adjustment effective July 1, 2022. The intention at that time is for all classifications not listed in Article 11.2.3 to receive a pay line adjustment of 2%. Teammates within those specific classifications (not listed in Article 11.2.3) would receive a 2% increase to match that pay line adjustment.

On July 1, 2022, subsequent to the 2% adjustment for qualifying classifications and teammates, all teammates shall be eligible for one step movement on their classification's pay line, subject to satisfactory performance for the past calendar year as determined by their agency. Thus, for teammates in classifications listed in Article 11.2.3 they shall receive a 20% or 30% increase on November 8, 2021 and have the potential to receive a one step (1%) increase on July 1, 2021 with satisfactory performance for the past calendar year. Teammates in classifications not listed in Article 11.2.3 shall receive a 2% increase on July 1, 2022 and have the potential to receive a one step (1%) increase on July 1, 2022 with satisfactory performance for the past calendar year.

6. *Do the changes to Article 17.1 for temporarily working out of class impact all NAPE teammates?*

Answer: The adjustments to Article 17.1 apply to all teammates subject to the NAPE/AFSCME and State of Nebraska Labor Contract. The provisions of this Article are effective for all hours worked on or after November 1, 2021.

7. *What, if any, impact does this agreement have on teammates covered by the Personnel Rules and Regulations?*

Answer: It is the intention of State Personnel and the State Personnel Director that all Rules teammates will be the beneficiaries of equitable pay line adjustments and increases as their NAPE counterparts. Please consult with your agency HR partners so that they may advise you on which adjustments and increases you can expect on November 8, 2021 and/or July 1, 2022. In addition, certain new provisions of the NAPE contract are to be extended and applied to Rules covered teammates in accordance with Neb. Rev. Stat. 81-1317. Those sections are as follows:

- Article 7.14 - \$3/Hour Shift Differential
- Article 11.8 and 11.9 – Promotion and Demotion Calculations
- Article 11.12 – Removal and Replacement of the Nurse Matrix and Provisions
- Articles 12.5, 12.8, 12.13, and 14.4 – Overtime Provisions
- Article 14.11 – Valid Conditions for Sick Leave
- Article 14.19 – Enhancement of Military Leave
- Article 17.1 – Temporary Working Out of Class

8. What is the budget impact to my agency?

Answer: The State Budget Office will be making enterprise-wide adjustments, in coordination with agencies, to provide the necessary PSL and Operating Budget to accommodate the compensation related adjustments arising out of this agreement.