

## 2023-2025 Labor Contracts Questions and Answers Summary

March 2023

The below questions were submitted by attendees during the February 27<sup>th</sup> or 28<sup>th</sup> training sessions. Further questions should be taken to your Agency Human Resources or directed to the Employee Relations office.

Teammates are encouraged to review the 2023-2025 Labor Contract, 2023-2025 Pay Plans for each Labor Contract, and all guidance and summary documents for the 2023-2025 agreements on the Employee Relations webpage. Among other items, these summary documents outline in detail how wages are to be determined for contract-covered teammates. The wage increases for Rules and Discretionary teammates have not been determined as of the publishing of this Q&A document.

### 1. **How do you determine which step a NAPE teammate is currently on?**

The first point should be to determine the currently hour rate of the teammate. This would not include any “add-on” such as a shift or facility pay differential, or a temporary in-grade adjustment.

Once that base hourly rate has been determined, the second point is to determine the teammate’s job classification. This consists of a job code, the alphabetical indicator and corresponding 5 numerical digits, as well as a job title. (i.e. A11011, Training Specialist)

Lastly, look at the 2021-2023 NAPE Step Plan (located [here](#)). Locate the teammate’s classification, which would have the 40 step pay line outlined below. Locate the step that corresponds to their base hourly rate. Some teammates may be between steps while others could be above Step 40 (maximum rate) of the pay line.

### 2. **How do market adjustments work under the NAPE Labor Contract?**

A market adjustment is a percentage increase applied to a particular classification’s pay line. On July 1, 2023, each NAPE classification will have its pay line adjusted by 5%, 10%, 15% or 20%. The default is a 5% market adjustment, while specific classifications receive between 10% and 20%. Those specific classifications are outlined in Article 11.2.1 of the new NAPE Labor Contract and fall into one of 9 categories: CFS Specialist, Trades/Maintenance, Motor Vehicle Examiner, Unemployment Insurance, Social Services Worker, Engineer, Highway Maintenance Worker/Construction Technician, Mechanic, or Accountant. On July 1, 2024, the market adjustment is 2% across the board for all classifications.

After a pay line is adjusted, teammates within those classifications are placed on the new pay line in one of three ways:

- Teammates who are directly on a step will remain on the same step number they occupied as of June 30, 2023. So a teammate on Step 4 of the current pay line would remain on Step 4 of the pay line on July 1, 2023.
- Teammates between numbered steps on the pay line as of June 30, 2023 advance to the next highest step and remain on that same step number. In this case, a teammate whose hourly rate of pay is between Step 7 and 8 of the current pay line would “round up” to Step 8 and then remain at Step 8 of the new pay line on July 1, 2023.
- Teammates on or above Step 40 (Max) shall receive a percentage increase to their annual full-time equivalent salary base equal to the percentage that their classification was increased. These teammates would therefore receive a 5%, 10%, 15% or 20% increase to their hourly rate of pay based on which market adjustment their classification receives.

Placement on market adjusted pay lines is similar in the FOP and SLEBC Labor Contracts as well. The intention is to as much as possible keep teammates at the same location in the pay line throughout the market adjustment. The 2023-2025 Pay Plans for each Labor Contract can be found on the Employee Relations website.

*For further reference please see:*

*NAPE: Articles 11.2 – 11.3.1, Appendix A*

*FOP: Articles 11.2 – 11.3.3, Appendix A*

*SLEBC: Articles 21.1 – 21.2.3, Appendix E*

*SCATA: Appendix A*

### **3. How does step movement work under the NAPE Labor Contract?**

Step movement under the 2023-2025 NAPE Labor Contract is tied to performance, much as it has been over the last few years. For July 1, 2023 the potential step movement is two steps (approximately 2%), while for July 1, 2024 it is three steps (approximately 3%). Teammates must have an annual performance review for the past calendar year or a completed original probation by December 31<sup>st</sup> of the past calendar year to qualify. If that performance review indicates that a teammate’s performance was at least satisfactory, or “meets” expectations, that teammate would receive the performance-based step increase that year on July 1<sup>st</sup>. Performance-based step increases happen only after the market adjustment and proper placement has occurred. If a teammate did not receive a performance review and should have, the performance is considered to be at least satisfactory. The 2023-2025 Pay Plans for each Labor Contract can be found on the Employee Relations website.

*For further reference please see:*

*NAPE: Articles 11.2 – 11.3.1, Appendix A*

*FOP: Articles 11.2 – 11.3.3, Appendix A*

*SLEBC: Articles 21.1 – 21.2.3, Appendix E*

**4. What is happening to the \$3/Hour Differential for 24/7 facilities under Article 7.14 of the NAPE Labor Contract?**

In October 2021 the State of Nebraska and NAPE signed a Letter of Agreement that, among other things, created a \$3/hour pay differential that would be available to all staff who were permanently assigned or assigned by their agency to work at one of a list of 24-hour facilities. Article 7.14 of the Labor Contract lists the qualifying facilities and provides further details. That differential remains under the 2023-2025 NAPE Labor Contract. Other provisions of that October 2021 Letter of Agreement are sunsetting, by design, at the end of the current 2021-2023 Labor Contract, including enhanced pay rates for overtime and working on a holiday.

**5. What is happening to the mid-term changes from the NAPE Letters of Agreement?**

During the course of the 2021-2023 Labor Contract period the State and NAPE negotiated a number of Letters of Agreement. The most prominent of these was the Letter of Agreement dated October 2021. This Agreement included wage increases for select classifications, enhanced pay rates for overtime and working on a holiday for 24-hour facilities, a pay differential for 24-hour facilities, changes to how situations involving temporarily working out of class were to be handled, and other changes. Subsequent Letters of Agreement made other changes, or made adjustments to the October 2021 Agreement, such as extending the enhanced overtime and holiday pay rates to 2023. The mid-term changes that will cease upon the implementation of the new 2023-2025 Labor Contract are those which had sunset dates, specifically the enhanced pay rates for overtime and working on a holiday at 24-hour facilities. Other portions of the Letters of Agreement will continue under the 2023-2025 Labor Contract, including how temporary working out of class is handled and the \$3/hour pay differential at 24-hour facilities. Some of these sections may still have language mirroring the Letter of Agreement, including implementation dates from the previous contract period, but they remain in effect. If you have questions regarding a specific section, please reach out to your agency Human Resources or contact Employee Relations.

**6. Why do some classifications receive larger market adjustments than others?**

Every agency within the State of Nebraska is experiencing some level of recruitment and retention challenges. These challenges are pervasive throughout the current labor

market both across our state and nationally, and impact the private and public sectors. Employee Relations provides agencies the opportunity to submit requests for wage adjustments as part of the bargaining process. However, not every request can be taken to the bargaining table or come to fruition, and even those that do may be altered. As much as possible the bargaining process and evaluation of wage adjustments is focused on objective data. There are several factors that play into that process. Those factors include, but are not limited to, internal metrics such as turnover rate, vacancy rate, how long it takes to hire, the number of applications received, and operational costs, as well as other considerations such as budget, union priorities, labor market trends and comparisons, and the input of the Governor's Office. In addition to these factors, the negotiations themselves can have an impact. All that said, the new Labor Contracts for all four unions provide sizable increases for State teammates across the board and should have a positive impact.

**7. How does a probationary period impact a July 1<sup>st</sup> increase?**

If a teammate is to receive a performance-based pay increase, regardless of which contract they are covered by, they must have had goals for the previous calendar year, and met them, or successfully completed their original probationary period by December 31<sup>st</sup> of the previous calendar year. If a teammate is on a probationary period other than an original probationary period for new teammates, such as a transfer probationary period, they will still qualify for a performance-based increase on July 1 assuming their performance for the past calendar year was deemed satisfactory.

*For further reference please see:*

*NAPE: Articles 11.2 – 11.3.1, Article 26, Appendix A*

*FOP: Articles 11.2 – 11.3.3, Appendix A*

**8. How is bereavement leave to be evaluated and handled for unborn persons?**

Bereavement leave would operate in the same way for unborn persons that it has previously for relationships defined in the bereavement leave or funeral leave sections of the applicable labor contract or Personnel Rules. Teammates should refer to their respective agency's policy regarding how to make requests for bereavement leave and how such requests are evaluated.

**9. In NAPE Article 14.12 dealing with sick leave abuse, what is the general certification for chronic or recurring illness/treatment?**

A general certification as referenced in Article 14.12 would in most cases be tied to FMLA as most chronic or recurring illnesses or disabling conditions would qualify for FMLA coverage. For those circumstances where FMLA would not apply or is not available (i.e. teammate is not eligible) agencies have discretion in determining the

contents of a “general certification.” However, agencies are encouraged to use similar criteria and format as provided in the form titled Certification of Health Care Provider for Employee’s Serious Health Condition under the Family and Medical Leave Act which can be located on the Employee Relations website.