

2021-2023 Labor Contract Training Q&A

NAPE

Is the bargaining process documented somewhere?

The State Employees Collective Bargaining Act outlines many of the dates for the bargaining process. Specifically Neb. Rev. Stat. §§ 81-1379 through 81-1384 spell out the key dates for bargaining.

How is the decision made to go to arbitration or the personnel board? How do we know which path it is going?

Neb. Rev. Stat. § 81-1318.01 outlines the duties of the State Personnel Board, of which include “Adjudicating grievance appeals and rendering final binding decisions.” Article 4.7 of the NAPE/AFSCME Labor Contract states that cases proceed through the State Personnel Board unless the grievant chooses to participate in voluntary binding arbitration (Section 4.7.1). Article 4.7.8 provides for a waiver for a grievant to choose to submit their grievance appeal to voluntary binding arbitration. The Grievance Form, which can be found on the Employee Relations website [here](#), has the waiver at the bottom of the document, and is to be filled out if a grievant is appealing to Step 2 of the grievance process.

Relative to 2.15 & 2.16 - On the handout, under Substantive Changes 2.15.& 2.16 – Labor Contract training made available to teammates and people leaders. 2.16 explicitly mentions the Employer shall make labor contract training available to supervisors and managers annually. 2.15 discusses upon request of the Union, the Employer will provide meeting time with employees, etc. 2.15 does not mention contract training. Is the Employer to provide contract training to teammates? And if so, under what circumstances? Is DAS going to provide the training/training materials for the training required above (Teammates, if required and People Leaders)?

There is no requirement for the State, the Employer, to provide contract training for teammates. However, Employee Relations is a resource for all State teammates, and posts contract trainings, guides, and other resources to its website for all to use. Employee Relations can and does perform agency specific trainings upon request as well, schedule permitting.

Under Article 5, are teammates who were laid off during the 2019-2021 contract, are they grandfathered in or does their layoff automatically change the 12-month time period?

The 12-month time frames become effective July 1, 2021 and should therefore only apply to teammates laid off after that effective date.

Article 12 - Overtime Page 36, 12.5 Appendix A doesn't show any positions as exempt. Does this mean all positions listed in Appendix A are eligible for time and a half, when working overtime?

Agencies, in coordination with State Personnel, should make determinations regarding exempt or non-exempt on a classification by classification basis per the Fair Labor Standards Act (FLSA) guidelines.

Article 26 Performance Management Page 62, 26.3.C Evaluation Ratings will be based solely on employee's performance. What exactly does this mean? What items cannot be used to rate an employee's performance?

The language is meant to indicate that evaluation scores are to be objective and performance based, as opposed to subjective standards either as an agency or a people leader. If there are performance, behavioral, or other concerns that do not fall within the standards and expectations that are part of the performance evaluation those should be handled according to performance management best practices, including the potential use of discipline.

Does Section 26 mean there are no provisions for cost of living pay increases annually but only the amount provided in the steps?

There is no COLA. The entire pay increase for July 1 is tied to performance as outlined in Article 11, and in accordance with Article 26.

Does the July 2022 1% raise reflect the total wage increase for a year or is there a possibility that the increase may be more than 1%?

The increase on July 1, 2022 for teammates subject to the NAPE/AFSCME Labor Contract is limited to advancement of one step as outlined in Article 11, Section 11.3.1.

Regarding article 26, will supervisors and management be trained to provide standardized evaluations based on SMART goals?

Each agency will be responsible for ensuring their respective performance evaluation system is in line with the appropriate Labor Contract and that people leaders have the tools and training they need to succeed. State Personnel approves those performance evaluation systems and is always available to assist and consult with agencies in ensuring performance management best practices are in place to help people leaders succeed.

So, Article 26 standards and expectations relate only to those goals specified in the performance evaluation--not in general for every aspect of job performance (regular and predictable attendance, etc.)?

Teammates will still be expected to meet all work standards, duties, responsibilities and expectations for their position, and failure to do so should result in intervention by their people leader through informal and formal performance management, including discipline. The actual performance evaluation is tied to specific SMART goals.

For Article 26.3 Do agencies need to create a new eval system or is the current Perf Eval system acceptable?

If an agency has a performance evaluation system that is in conformance with the Labor Contract and has been approved by State Personnel, then no new system needs to be created and approved.

Is unsatisfactory performance grievable for the entire performance report or for any individual part?

A teammate may grieve only the most recent performance evaluation, and then only if they have received two unsatisfactory performance evaluations in a row at the same agency and in the same division. The burden of proof would be upon the grieving teammate to prove that the performance evaluation is incorrect, either in whole or in part.

If a satisfactory rating gets you up one step, does an exceeds or greatly exceeds get you additional steps up in pay rate?

Teammates under the NAPE/AFSCME Labor Contract can only receive the increase negotiated and outlined in the Labor Contract. The Labor Contract states that the increases specified are available to those who score “at least satisfactory by their agency for the past calendar year.” This includes those above satisfactory.

If an employee gets a “meets” on their eval but they feel their score should be higher can they grieve that or does it have to be below meets for the 2 years?

A score would have to be below satisfactory for two consecutive years, in the same division and agency, in order for a teammate to file a grievance. The grievance can only be for the most recent performance evaluation.

What is the score of at least satisfactory performance review?

Performance evaluation systems generally operate on a five-point scale in which satisfactory is a score of 3 or above.

Will teammates making exactly the amount equal to step 1, will they move to step 2, then move two steps?

Teammates are to be placed at the nearest step above their hourly rate as of June 30, 2021 prior to receiving the two step movement based on performance, if applicable, in accordance with Article 11, Section 11.2. Therefore, with placement, the consolidation project, and the performance based step movement, teammates could receive over a 2% increase on July 1, 2021 based on their specific circumstances.

Does the step pay plan apply to supervisors as well? Do you know where that information can be found?

Step pay plans do not apply to Rules covered teammates or supervisors. Step pay plans, and all other NAPE/AFSCME Labor Contract provisions, only apply to teammates subject to that Labor Contract, meaning those in the 8 bargaining units identified.

What happens after the employee has reached Step 40?

Teammates at or above their respective classification’s maximum rate, Step 40, receive the same percentage increase as those within the pay line subject to the same performance requirements. For July 1, 2021 this is 2%. This is outlined in Article 11, Section 11.2.1.

For the NAPE possible two-step advance on July 1, how does that apply to recently hired employees who have not been with the Department previously?

In order to be eligible for the performance increase of two steps the teammate must have satisfactory performance for the past calendar year or have satisfactory performance from a completed original probationary period by December 31, 2020. Teammates hired after December 31, 2020 or teammates still on original probation as of December 31, 2020 would not be eligible for the performance based increase.

NAPE's summary describes that an employee will be moved up to the next step on 6/30 and then move up 2 steps on 7/1. That would mean an employee would have three different pay rates (up to 6/29, 6/30, 7/1 and after) in the same pay period. Can you confirm that all pay changes will occur on 7/1 leaving only 2 levels of pay to deal with during the pay period?

All reclassification and/or pay increases will be effective July 1, 2021 and will be performed concurrently.

Who is making the decision(s) on how our new titles will be classified, and when will we know what our new title will be?

State Personnel – Classification and Compensation Division is drafting the new job specifications in consultation with impacted agencies and expects to have those completed and posted in May. In the weeks leading up to July 1, State Personnel will continue to work with agencies to identify and ensure proper reclassification for impacted teammates. A quick reference guide for reclassification can be found on the Employee Relations website [here](#) under NAPE Labor Contract Publications.

For in-grade adjustments, if a request is made for a new hire, does it impact all the current employees in that job class?

In-grade adjustments are subject to review on a case by case basis by State Personnel, and under certain circumstances the union as well. There is the potential that all teammates would be impacted by such a request, for instance all teammates whose rate of pay is surpassed by the subject of the in-grade having their rates of pay raised to that same rate, but those matters are determined on an individualized basis.

What documentation does the agency need to provide in order to justify an in-grade salary adjustment?

All in-grade or above hire requests utilize the appropriate form on the State Personnel – Classification and Compensation website [here](#). The forms are Rules-Delegated Advanced Hiring Rate or Rules-Delegated In-Grade Checklist.

How will implementation of the reclassification project and the 2 step July 1st upgrade be handled for new teammates who are on original probation?

New teammates still on original probation will be reclassified appropriately and be placed on the appropriate step. No performance based step increases are available as there has been no performance evaluation for the past calendar year.

FOP

If an employee working under one contract is asked to step up and fill in for a position covered under another contract, will they be compensated out-of-class? Example: a recreation specialist is asked to work as a corporal, whether on their assigned shift or by staying after hours or on their day off. How can we get them fairly compensated so that they may be more willing to help out given the custody staffing situation in many of the correctional facilities?

Teammates who perform the duties of a position in a higher classification shall be subject to Article 17.1 of the FOP Labor Contract regarding temporary pay increases.

General

Is there a way to be directly involved with the negotiations? Suggestions to standard wages, changes to job specifications, and suggestions for pay increase/promotion?

Agencies submit bargaining proposals for review to Employee Relations in the Spring of bargaining years. It is the responsibility of each agency to formulate their internal proposals based on a variety of factors and sources.

How do we find which bargaining unit we belong to?

Teammates can look at their Classification Code, specifically the alphabetical coverage indicator, to identify what coverage they fall under. An explanation of Class Codes and bargaining units can be found in the most recent pay plan, which can be found on the DAS website [here](#).

Who is on the CIR, and how are they appointed?

The Commission of Industrial Relations was created by state statute, specifically Neb. Rev. Stat. § 48-803. Neb. Rev. Stat. § 48-804 spells out how the five commissioners are to be appointed by the Governor. More information on the CIR and its members can be found on the Commission's website, [here](#).

Do teammates automatically become a member of the union?

All state teammates are subject to the Labor Contract they are covered under. Teammates are not automatically members of the union. Please refer to Article 2 of the NAPE and FOP contracts for more information on this topic.

Can you explain Years of Service vs Steps?

Years of service are the number of years a teammate has been with the state adjusted for leaves of absence, layoffs, suspensions, unpaid leaves of more than 14 calendar days, etc. The steps in the step pay plan are not tied to years of service and are negotiated pay increases.

What about Rules and Regs increases over the next 2 years?

Pay increases for Rules covered teammates are determined by the Governor's office. For July 1, 2021 Rules teammates will receive a performance based pay increase of 2%. Rules teammates will not be moving to a step pay plan.

How do non-NAPE employees have any input into things like insurance coverage, etc.? My understanding is NAPE negotiates all that and the rest of us just accept their product? Especially when it comes to specific drug coverage etc.

Insurance coverage for state teammates is largely outlined in state statute. Negotiated labor contracts can vary from statute when agreed to and implemented in the labor contract. Teammates under different labor contracts have slight differences in benefits as a result.

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