

Central Contract Summary



Members had direct input into the negotiations at all times. OPEU staff members Jeff Schrader (center) discusses contract possibilities with members from higher education locals.

Salary Administration: Guaranteed draw in cases of emergency. New three-step performance appraisal system instead of five. Merit increases for all employees except the lowest category. Employees who will receive a "3" and not get an increase will receive notice sufficient to allow an opportunity to correct the problem.

Leadwork Differential: This is a NEW CONCEPT in the contract. Five percent differential for assigned leadwork duties over four or more employees in the same classification in excess of 15 days.

Standby Duty: Current language.

Moving Expenses: No change in current system except for per diem rates.

Parking: Current language.

Payroll Computation: Clarified definitions of pay methods. Part-time and full-time seasonal will now be paid on a fixed monthly basis instead of hourly; this standardizes the rate of pay. (NEW—if you resign the day before or the day after a holiday, you receive the holiday pay.)

Position Description and Work Plans: Current language.

Penalty Pay: Current language.

Shift Differential: Current language. Rates: \$.35/hour for Nurses and Nurse Practitioners. \$.31/hour for Hospital Technicians. \$.27/hour for all others.

Mileage Reimbursement: \$.18 per mile until July 1, 1982, then \$.19 per mile. Except, employees who drive more than 800 miles per month will receive \$.20 per mile.

Work Out of Class: Current language with a new provision which makes it a violation of the contract to schedule work in such a way as to beat employees out of pay for work out of class.

Special Provision for Teachers: Educational differential increased from \$120 to \$180 per year.

Sick Leave: Current language.

Holidays: Retention of all current holidays. Current contract plus: when a holiday occurs on a weekend and the observed holiday is on a weekday, employees who work the actual holiday will be compensated at the holiday rate. Higher Education employees will get a holiday on the day after Thanksgiving rather than Lincoln's Birthday.

Parental Leave: (formerly Maternity Leave)—Leave of absence now granted to both men and women to care for new baby—birth and adoption.

Bereavement Leave: (new article) Employees must utilize accumulated sick leave, but bereavement leave is now treated in a separate article.

Personal Leave: Eight hours per year to be taken in four-hour increments.

Election Days: Current language except employees will not have to travel on election days unless they are given enough notice to get an absentee ballot.

Pre-Retirement Counseling Leave: Current system but adjusted to allow for early retirement.

Leave With Pay: Includes current system on jury duty, court appearance, military training, etc. Night and swing shift employees who would get leave with pay if they worked days will now get it at night as well (e.g., a swing shift employee on jury duty during the day will be excused from work).

Discipline and Discharge: Discipline or discharge only for "just cause," a broader standard for employees to appeal their cases. Final resolution now at binding arbitration.

No Discrimination: (formerly Equal Opportunity) Current contract plus: Employer may not discriminate because of marital status. Sexual harassment now considered a form of sex discrimination; it is defined as unwelcome sexual advances, requests for sexual favors, and deliberate or repeated unsolicited verbal or physical conduct of a sexual nature when it is explicitly or implicitly a term or condition of employment, the basis of employment decisions, if it interferes with an individual's work performance or creates a hostile working environment; appeals may be made up to binding arbitration if employee waives other legal recourses.

Grievance Procedure: Grievances are violations of the contract. This will eliminate many personality conflict type grievances unless the conflict results in a violation of the contract.

Grievance Arbitration: All disputed grievances are subject to arbitration rather than being reviewed by ERB.

Change of Class Specs.: Changed by legislative mandate. Changes will be negotiated between August and November, 1982.

Reclass Upward: Current system. Disputes will be resolved by arbitration, not at ERB.

Reclass Downward: Current language.

Separability: No change in current system.

Term of Agreement: Two years, expires June 30, 1983.

Contracting Out: Impact has been minimized. If there is to be contracting out, the Employer will meet with the Union and will make every effort to continue employment elsewhere of displaced employees.

Union Rights: Use of agency facilities for Union activities; emergency substitutions allowed within 30 days of General Council; (Lists)—Allows Union to request, at cost, lists or reports which are very useful for statistical purposes; (Dues)—Tighten up procedures to enable us to have more accurate membership cards.

Parties to Agreement: No change in current system.

No Strike/No Lockout: No change in current system.

Complete Agreement/Past Practices: There will be a special master arbitrator to determine issues which were or were not a past practice but not addressed in the contract. The special master arbitrator will review matters brought before him to determine if the parties had meant to include or exclude them from the contract, and then decide whether the practice must continue.

Scope of Agreement: We will represent all employees except unclassified employees, exempt, CETA, temporary employees, or supervisory and confidential employees.

Negotiation Procedures: We will bargain next time like we have this time but with six coalitions instead of five. However, employees at the table will not be paid by the state, but will be paid by the Union.

Filling of Vacancies: Current practices.

Transfer During Trial Service: Current language.

Return to Classified Service: Current system.

Job Sharing: This new article reflects current law. Additionally, job share employees may purchase state-provided insurance on a pro rata basis.

Retaking Tests: Current system.

Voluntary Demotion: Current system.

Veterans Preference: Current system.

Seasonal and Intermittent Employees: Intermittent employees are called to work and sent home by order of service credits. The scope of this new article does not expand current practice and applies to situations in Employment, Adult and Family Services, Children's Services Division and Forestry where the work is not steady but is also not seasonal and regular. Seasonal employees remain unchanged.

Temporary Interruption of Employment: Current practice except that for interruptions of less than 15 days, employees may now take paid leave.

Limited Duration Appointments: No change in current practice.

Salary:

\$55 for everyone — 1 July 1981

*2% for everyone — 1 January 1982

*3% for everyone — 1 July 1982

*3% for everyone — 1 November 1982

*3% for everyone — 1 March 1983

The \$55 is 4.6% increase for the average salary; \$55 is 8.5% increase for a \$650 a year low end clerical worker. Figure your own increase by dividing \$55 by your own salary.

*Salary increases are not compounded and are rounded down.

Medical: \$95.16 for each employee for first year health and dental—this will provide full employer-paid health and dental under the CNA and ODS current plans in the first year. \$107.83 for each employee for the second year health and dental—this is expected to cover second year health and dental if we hold the costs down in the second year.

Layoff: Employees will be restricted to geographic area when exercising their "bumping" rights. However, seniority will be the only factor used in determining the computation of service credits used in the layoff bumping procedure for 85 percent of state employees. Employees will also have greater recall rights: "one right of refusal" for each recall list the employee chooses to be on.

Union Security: Fair share in all agencies.

Recognition: The State will recognize OPEU as one bargaining unit on and after November 1, 1981.