$50 Million Employe Pay and Benefits Package Negotiated by OSEA and the Executive Department

Editor's Note: The historic collective bargaining contract between OSEA and the Executive Department, which sets forth a $50 million pay and fringe benefits package for nearly 24,000 classified state employes in the 1973-75 biennium, is printed below in its entirety.

Collective Bargaining Contract

This collective bargaining contract is entered into this 8th day of February, 1973, by and between the State of Oregon and the Oregon State Employes Association.

Article I: Scope of Agreement

This contract shall be binding upon the State of Oregon, hereinafter referred to as the Employer, including its agencies, institutions, and other subordinate units, and the Oregon State Employes Association, hereinafter referred to as the Association.

This contract shall become effective July 1, 1973, and its provisions shall supersede those provisions in existing contracts between any agency, institution, or other subordinate unit of the Employer and the Association where the subject matter is the same.

It is further recognized and agreed that those agencies with appropriately certified bargaining units represented by the Association shall negotiate directly with the Association on all matters of collective bargaining not covered by the terms and conditions of this contract for which the agency's appointing authority has been determined to have specific responsibility.

Should there be a subject submited to an agency for negotiation over which that agency does not have "specific responsibility," the agency and the Executive Department shall each notify the Association in writing indicating which agency has jurisdiction in the specific matter. The subject under consideration shall become a matter of negotiation with the Executive Department unless the proposing party withdraws the demand. Negotiations only on matters coming under the terms of this provision shall begin on or after February 1, 1974, and thereafter on annual intervals provided subjects are pending. Contracts shall become effective at the conclusion of the negotiations and shall be binding upon the Employer and the Association.

Article II: Legislative Approval

The parties hereby acknowledge that portions of this collective bargaining contract are subject to funding and implementation by the Legislative Assembly of the State of Oregon.

Accordingly, it is understood that upon execution of this contract both parties bind themselves to jointly recommend to the Legislative Assembly or its applicable subdivisions that the provisions requiring legislative funding and implementation be adopted.

The parties further agree that the portions of this contract which do not require legislative funding or implementation shall become effective July 1, 1973, or on the date stipulated herein if other than July 1, 1973.

The parties agree not to introduce proposals to the Legislative Assembly which are contrary to this contract. It is further understood that neither party will cause introduction of legislation on economic items that have been the subject of negotiations in the development of this contract.

Article III: Effect of Law and Rules

This contract is subject to all applicable existing or future laws or regulations of the State of Oregon, including rules of the Executive Department or its Personnel Division which are issued in accordance with the procedure outlined within this contract, the Public Employe Relations Board, or any appropriate agency of government acting pursuant to authority granted to it by the constitution of the State of Oregon or act of the Legislative Assembly.

The provisions of this contract are intended to state minimum standards of employe rights and benefits and the Employer is not hereby prohibited from extending additional benefits to employes when, in its judgment, such benefits are justified, and providing that the Association has been notified of such intended action and given the opportunity to exercise the rights afforded in Article VI of this contract.

All current employe rights and benefits extended to employes by virtue of Executive Department rules and regulations, Personnel Division rules, or collective bargaining contracts shall remain in effect until changed by the appropriate procedure as outlined in this contract.

Article IV: Equal Opportunity

In applying the terms of this contract, the Employer agrees that it will not discriminate in any way against an employe because of his membership in, or activity on behalf of, or sympathy toward the Association.

The Employer further agrees to continue its merit employment policy and its policy of affirmative action to implement the democratic principle that all Americans are entitled to equal employment, promotion, training, placement, and transfer opportunities regardless of race, creed, color, sex, or national origin.

Article V: Management Rights

The State of Oregon as the Employer in this contract recognizes that conditions of employment not covered by the terms of this contract may be subject to separate negotiations and contracts between the Association and individual subdivisions of state government.

As the Employer in this contract, the State of Oregon retains the right to direct its working force which shall include but not be limited to the right to (a) direct employes, (b) hire, promote, transfer, assign, and retain employes, (c) suspend, demote, discharge, or take other proper disciplinary action against employes, (d) relieve employes from duty because of lack of work or for other proper reasons, (e) schedule work, and (f) determine methods, means and personnel by which such operations are to be conducted, except as those rights are expressly modified by the terms of this contract or any other contract entered into by a state agency or institution.

This contract shall become effective on July 1, 1973, and remain in effect during the 1973-1975 biennium. Negotiations on distribution of the mid-biennium salary funds provided for in this contract shall begin on or after February 1, 1974. Negotiations on a new contract shall begin on or after September 1, 1974. Either party may propose modification, amendment, or termination of this contract during the period of July 1, 1974, to August 31, 1974.

Article VI: Policies and Procedures of the Executive Department, and Rules of the Personnel Division

The Executive Department agrees to submit to the Association all new policies or procedures or any changes in existing policies or procedures it proposes to put into effect which directly relate to employe relations matters. The Association shall have the right to meet with the initiating department or division of the Executive Department for the purpose of discussing the proposal and reaching an understanding of its effects prior to implementation.

It is further agreed that at any time the Association or the Personnel Division recognizes a need to adopt a new Personnel Division rule or to modify or delete an existing rule, the initiating party shall submit its proposal to the other party. The parties shall then meet and discuss the proposal, and attempt to reach an agreement on the subject under consideration. No Personnel Division rule shall be adopted that has not followed the provisions of this article.

Article VII: Arbitration

Section 1. Procedure.

A. Within seven working days after a timely request for arbitration has been received by a party, the parties shall determine whether they can agree upon a person to serve as arbitrator. If within that period of time they cannot agree, a request shall be made to the Public Employe Relations Board for a list of five persons qualified and willing to serve. Both parties shall have the right to strike two names from the list. The party requesting arbitration shall strike the first name, followed by the other party striking a name, and the process shall be repeated until one name remains. That person shall be selected as the arbitrator. As an alternative method, if consented to by both parties, arbitration may be by a team of three persons selected as follows: each party shall select a member and the first two members shall select a third member, it being agreed that if within five days they cannot agree upon a third member, he shall be selected in the same manner as a single arbitrator is selected when the parties cannot agree.

B. The arbitrator or team of arbitrators shall begin taking evidence or testimony within ten days after their selection and shall be expected to issue a decision or award within twenty days after the conclusion of taking evidence or testimony and argument.

C. Any necessary expenses for the services of arbitrators shall be borne equally between the parties. If either party desires an official verbatim record of an arbitration proceeding, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator or team of arbitrators. Each party shall be responsible for compensating its own representatives or witnesses.

Section 2. Contract Arbitration.

If a party has filed with the other party a written complaint regarding the application or interpretation of this contract and a satisfactory solution has not been arrived at within fifteen days, the complaining party may within fifteen days thereafter require the matter to be submitted to arbitration. The arbitrator shall have the authority to interpret and apply the provisions of this contract, but he shall not have the authority to amend or modify this contract or to establish new terms and conditions of this contract. A decision or award by an arbitrator or team of arbitrators shall be final and binding upon the parties. Arbitration shall not apply on any question where there is an exclusive statutory remedy.

Section 3. Grievance Arbitration.

When a grievance matter has been processed through an agency grievance procedure without satisfaction for the grieving employe, the employe or his-her representative may present the matter for review by the Personnel Division. Should such review produce a decision adverse to the employe, or should there be no written decision from the Personnel Division within fifteen days of filing the grievance, the employe or his-her supervisor may, within fifteen days thereafter:

(1) Appeal any matter for which there is exclusive statutory remedy to the Public Employe Relations Board.

(2) In any grievance, the subject of which relates to the application of a written rule, regulation, or policy, or established past practices relating to employment relations, the employe and his-her representative may elect to pursue the matter through the Public Employe Relations Board or through binding arbitration in accordance with the procedure provided in Section 1 of this article, provided, however, that the Association shall not be responsible for the employe's costs unless it has agreed to represent the employe.

Article VIII: Strikes and Lockouts

During the life of this contract the Association shall neither cause nor counsel its members to strike, walkout, slowdown, or commit concerted acts of work stoppage which are in violation of Oregon Revised Statutes.

Upon notification confirmed in writing by the Employer to the Association that certain of its members are engaged in a wildcat strike, the Association shall at once in writing direct such members to return to work immediately. Such notification by the Association shall not constitute an admission by it that a wildcat strike is in progress or has taken place, or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on request of the Employer.

In the event that a wildcat strike occurs, the Association agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Association to issue such orders and-or take such action shall be considered in determining whether or not the Association caused or authorized the strike.

The Employer will not lockout employes. However, if an employe is unable to work because of equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employes, such inability to work shall not be deemed a lockout under the provision of this section.

Article IX: Liability

The Executive Department agrees to issue an administrative order defining the procedures for obtaining legal representation from the Attorney General's office when civil suit is brought against an employe during the course of his employment.

Article X: Salary Administration

The parties agree that salary administration shall be based upon a performance evaluation system uniformly applied in the classified service. In the interest of improving the performance appraisal system, it is agreed that suggestions and criticisms shall be subject to mutual discussions, but that provisions of this agreement shall not be modified by existing or future Executive Department, Personnel Division or agency policy unless there is agreement of the parties hereto.

Employes shall be granted annual performance pay increases on their eligibility date provided the employe is not at the top of the salary range attached to his-her classification, and provided the employe's performance is satisfactory as reflected in his-her performance appraisal.

Performance shall be deemed satisfactory when an employe's performance appraisal indicates that he-she meets or exceeds all major requirements (Categories A and B). An employe rated in Category C shall receive an increase unless his-her needed improvements are major in nature when related to the work plan and-or position description.

Employe complaints resulting from failure to receive a performance pay increase may be processed through the grievance procedure.

Performance shall be measured using all of the following criteria:

(1) Classification specifications developed and promulgated by the Personnel Division of the Executive Department. In the development of new or revised classification specifications, the Personnel Division of the Executive Department shall give full consideration to recommendations of the Oregon State Employes Association.

(2) An individual position description, reduced to writing, which shall delineate specific duties within the classification specification peculiar to an individual employe's own job. The individual position description shall be subject to at least an annual review and any changes therein shall be mutually developed by the employe and his-her supervisor.

(3) A written work plan, based upon the position description and developed by mutual agreement between an employe and his-her supervisor. Each work plan shall delineate job requirements, job expectations, anticipated goals, set objectives, and productivity expectations. The day to day work will be appraised according to what is in the job description. When appropriate, any unique problem solving or innovative work projects may be developed and written into the employe's work plan, but shall not expand employe duties beyond the level of the duties assigned to that classification. An employe shall be given a copy of his-her work plan at the time it is developed and reduced to written form.

(4) Periodic review of each written work plan shall be made by an employe and his-her supervisor. Any changes in the work plan that are developed by the employe and his-her supervisor shall be by mutual agreement. These changes shall be reduced to writing and a dated copy given to the employe. When a periodic review indicates an employe is not meeting the expectations of the work plan, such notice shall be reduced to a written dated statement with a copy given to the employe.

The above criteria shall be the only factors upon which an employe's performance is judged and upon which annual performance pay decisions are determined. Salary denial based upon any factor other than those listed above, except those based upon a statutorily defined disciplinary action, shall be invalid.

Any employe who is denied an annual performance pay increase based on the above criteria shall have the right of appeal through his-her agency grievance procedure and subsequently may exercise the right of appeal to the Public Employe Relations Board.

Employes shall be eligible for salary increases at the following intervals: (1) upon completion of the initial six months in state service or upon the completion of the trial service period as provided in ORS 240.405, subsection 4, and (2) annually after the initial increase until the employe has reached the top step in his-her salary range.

The initial increase or trial service increase shall be granted upon initially gaining regular status in state employment.

There shall be no pre-determined limitation imposed upon the number of annual performance pay increases to be granted or denied, or any pre-determined limitation on the number of performance evaluations allocated to any given category.

The above salary administration plan shall become effective July 1, 1973, and shall apply to annual performance pay increases. It shall be the responsibility of the Personnel Division of the Executive Department to administer the terms, conditions and provisions of this contract relative to agency performance hereunder.

Article XI: Salary Adjustments

Section 1. A $30 monthly salary increase for the following classifications at salary range seven and below:

Clerk 1
Clerk 1T
Clerk 2
Clerk 2T
Secretary 1
Secretary 1S
Secretary 2
Secretary 2S
Calculating Machine Operator 1
Bookkeeping Machine Operator 1
Bookeeping Machine Operator 2
PBX Operator 1
Key Punch Operator Trainee
Key Punch Operator 1
ADP Operator Trainee
Tab Machine Operator Trainee
Tab Machine Operator 1
Ticket Seller
Tourist Guide 1
Traffic Survey Interviewer A
Traffic Survey Interviewer B
Clerical Homeworker
Music Aide
Education Project Aide 1
Pianist
Television Broadcast Assistant
Winch Operator
Seaman
Marine Wiper
Industrial Worker
Photocopyist 1
Domestic Worker 1
Domestic Worker 2
Domestic Worker 3
Institution Worker 1
Institution Worker 2
Seamstress 1
Seamstress 2
Residential Housekeeper
Custodial Worker
Ships Messman
Cook 1
Laundry Worker 1
Laundry Worker 2
Watchman
Animal Caretaker 1
X-Ray Technician 1
Laboratory Aide
Laboratory Assistant 1
Laboratory Assistant 2
Dental Assistant
Office Trainee
Welfare Aide 1
Students Housemother 1
Homemaker
Human Resources Aide 1
Farm Helper
Seed Analyst Aide
Seed Analyst 1
Seed Certification Assistant
Forest Lookout
Forest Fire Dispatcher
Conservation Aide

Section 2. A .5 of one per cent salary increase for the following classifications:

Metrology Supervisor
Building Trades Helper
Correctional Counselor 4
State Veterinarian

Section 3. A 4.06 per cent salary increase for the following classifications:

Secretary 5
Business Manager 1
Business Manager 2
Business Manager 3
Assistant Superintendent Business Services
Accounting Analyst 1
Accounting Analyst 2
Accounting Analyst 3
Motor Vehicles Assistant Controller
Administrator of Administrative Services Division (Revenue)
Assistant Liquor Commission Controller
Fiscal Officer 1
Fiscal Officer 2
Fiscal Officer 3
Budget Officer 1
Budget Officer 2
Computer Supervisor 2
Programmer Trainee
Appraisal Engineer 3
Appraisal Engineer 4
Draftsman Aide
Draftsman 1 Cartographic
Draftsman 2 Cartographic
Draftsman 3 Cartographic
Draftsman 4 Cartographic
Draftsman 1 Architectural
Draftsman 2 Architectural
Draftsman 3 Architectural
Maintenance Repairman 1
Maintenance Repairman 2
Maintenance Foreman
Offset Printer 1
Offset Printer 2
Offset Printer 3
Practical Nurse 1
Practical Nurse 2

Section 4. A 4.06 per cent salary increase plus an additional one-step increase for the following classifications:

Program Supervisor
Systems Supervisor
Purchasing Analyst 1
Purchasing Analyst 2
Purchasing Analyst 3
Supervising Purchasing Analyst
Programmer
Senior Programmer

Section 5. A 5.5 per cent salary increase plus an additional one-step increase for the following classifications:

Bank Examiner 1
Bank Examiner 2
Bank Examiner 3
Assistant Superintendent of Banks
Transportation Specialist 1
Programmer Analyst
Software Specialist
Systems Analyst
Systems Specialist

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