1977-79 OSEA central agreement

The outline on this page contains many of the details from the new central agreement that you will be ratifying beginning July 6. This agreement covers only those employes in OSEA bargaining units. The agreement will become effective after it has been ratified by you, after all necessary legislation has been passed, and after it has been signed by the OSEA executive secretary and the governor. This agreement will determine your wages, hours and conditions of employment for the next two years.

1. EFFECT OF LAWS AND RULES/ HISTORICAL BENEFITS

A. This may be the most significant result of this bargaining session.
B. The agreement takes precedent over all personnel rules and executive orders; it is subject only to state law.
C. All existing employe rights and benefits provided for in the personnel rules remain unchanged -- they can't be taken away.
D. This agreement gives OSEA equality at the bargaining table and in all labor relations matters; contract administration has been greatly improved.

2. SALARY

A. All state employes covered by this agreement will receive a 14.66 percent salary increase over the next two years.
a. Five percent on July 1, 1977
b. Four percent on April 1, 1978
c. Five percent on December 1, 1978
B. OSEA's calculations showed that the state could spend $59 million on salaries; the bargaining team's aim was to spend all that money and get the highest salary base possible for the next contract in 1979.
C. In so many words management's negotiators said OSEA would have to strike if we wanted flat dollars.
D. The flat-dollar increase originally was planned for three increments.
E. A higher first-year percentage could have been negotiated but it would have resulted in a lower overall percentage. For example, a six percent increase followed by a five percent increase would have spent approximately all the dollars available but would put your salary only 11 percent higher for next negotiations to begin with.

3. INSURANCE

A. The employer's contribution to health insurance will increase from $30 to $38 in the first year of the agreement, and from $38 to $49 in the second year.
B. The employer's contribution to dental insurance will increase from $5 to $6 in the first year and to $7 in the second year.
C. Unfortunately benefits are still determined by the State Employe Benefits Board over which OSEA has no control.
D. However, most significantly, the agreement calls for a study committee to be formed to examine how a joint labor-management health trust fund can be set up. The committee will report in a year so that bargaining and legislative plans can be made to negotiate the trust fund into the next agreement.

4. FAIR SHARE

A. The fair share amount will be the same as OSEA dues.
B. The fair share provision will be ratified in individual bargaining units at the same time as the **central** agreement and will become effective with the effective date of the **agency** agreement.

5. PER DIEM

A. Per diem has been increased from $25 to $29.75
a. Breakfast - $3
b. Lunch - $3.25
c. Dinner - $7.50
d. Lodging - $16
B. This short-term commercial rate applies to assignment up to 30 days in length. The long-term rate is $15.50. The first 14 days out are guaranteed at short-term rate regardless of length of stay.

6. STAND-BY TIME

A. One hour of straight time will be paid for every six hours of stand-by time.
B. This benefit is available only to those who are eligible for overtime.

7. PAID LEAVE

A. Each employe who works at least half time will receive eight hours of business and personal leave each year.
B. This leave cannot be accumulated.
C. It may be used in any amount the employe desires and it is not charged to any other form of leave.

8. STATE CARS

A. Employes will be paid 15-cents per mile when they use their own car on state business when a state car is not available.

9. SHIFT DIFFERENTIAL

A. Employes working a shift which starts between 2 p.m. and 2 a.m. will receive a 19-cents per hour shift differential during the first year and 21-cents per hour during the second year.
B. The differential will be paid for the entire shift.

10. OVERTIME

A. Overtime rate is time and one-half
B. Salary range 18 and below: The employe may choose either cash or compensatory time off.
C. Salary range 19 to 22: Executive, administrative or professional employes receive hour-for-hour time off.
D. Above salary range 22: At the discretion of agency administrator.

11. GRIEVANCE/ARBITRATION

A. This clause spells out what is arbitrable and how the procedure is put into effect.
B. The decision to take a grievance to arbitration is solely up to the Association, not management.
C. Violations of personnel rules or law go to the Employment Relations Board in a timely manner.
D. Discrimination cases go directly to the appointing authority with appeal to the Bureau of Labor.
E. The negotiated standard grievance form must be used for all grievances.

12. JOB REPRESENTATIVES

A. Agencies must recognize OSEA job representatives.

13. ELECTION DAYS

A. Work schedules will be adjusted to permit employes to vote on recognized state and federal election days.

14. JOB PROTECTION

A. An employe who has sustained a compensable, on-the-job injury will be reinstated in his former job or a job of his choice which the employer has available and suitable.

15. SEASONABLE EMPLOYES' SALARY INCREASES

A. An annual, one-step increase will be granted upon the employe's return to the agency.

16. RECLASSIFICATION PROCEDURE

A. Agencies are eliminated totally from the reclassification procedure.
B. Reclassification requests go directly to the Personnel Division.
C. The Association has the right to meet with the Personnel Division and argue for the reclass prior to the Division making a decision.
D. The Personnel Division must act on the request within 30 days.

17. LAYOFF

A. Employes will receive credit for all the time they have spent in state service in addition to credit for time in classification.

18. WORK OUT OF CLASSIFICATION

A. Employes shall be paid for work out of classification in excess of 15 days.
B. The employe will be paid from the first day.
C. The employe will be paid at a rate of one full step higher than his current rate of pay.
D. Management is prohibited from adjusting work to avoid making payment.

19. VACANCIES

A. The Association has the right to negotiate into agency contracts that agency promotion lists will take precedent over statewide promotion lists.

20. SAFETY AND HEALTH

A. All necessary safety devices and clothing will be provided by the employer.
B. If an employe claims a job assignment or a piece of equipment is unsafe and a safety inspection is made, the Association has a right to assign a representative to accompany the inspector.
C. Pending the outcome of the inspection, the employe will be given other suitable work to do. If none is available, he will be sent home.
D. If the claim is upheld by the inspection, he will be paid for any time lost.

21. ASSOCIATION BUSINESS

A. Delegates and Board members are guaranteed three days leave with pay to attend General Council.
B. Previously, delegates and Board members were granted leave at the whim of the governor.

2. STRIKES/LOCK OUTS

A. Agency employes have a right to reach an agency agreement.
B. All employes have a right to strike to reach an agreement being negotiated with the Executive Department.

23. NEW EMPLOYE ORIENTATION

A. The Association has the right to tell new employes about the rights, benefits and services offered by OSEA membership.
B. An Association member will be given time off to represent OSEA at new employe orientation meetings.
C. Members in each agency will be given special training and a kit of materials to help them at orientation meetings.

24. TERM

A. July 1, 1977, to June 30, 1977.