Your OSEA central contract

PREAMBLE

This Collective Bargaining Agreement is entered into this 1st day of July, 1977, between the Executive Department on behalf of the State of Oregon, hereinafter called the "Employer" and the Oregon State Employes Association hereinafter referred to as the "Association," for the purpose of establishing matters of employment relations convered by this Agreement.

ARTICLE I
RECOGNITION

The Employer recognizes the Association as sole and exclusive bargaining agent for all employes within the appropriate bargaining units, both existing and as determined in the future for which the Association is certified or recognized, except those employes excluded by law or by determination of the Employment Relations Board.

ARTICLE 2
SCOPE OF AGREEMENT

Section 1. This Agreement binds the Association and any person designated by it to act on behalf of the Association. Likewise, this Agreement binds the Employer and its employes and any other person designated by it to act on its behalf.

The terms of this Agreement shall apply to all members of certified or recognized bargaining units, represented by the Association, both existing and as determined in the future.

Section 2. This Agreement supersedes all prior Agreements negotiated at the Executive Department level between the Association and the Employer.

ARTICLE 3
EFFECT OF LAW AND RULES

Section 1. This Agreement is subject to all applicable existing and future laws of the State of Oregon. In the event of a conflict between a provision of this Agreement and a rule or regulation of the Executive Department or any of its divisions, the terms of this Agreement shall prevail.

Section 2. The parties shall be provided all the rights and benefits extended by the existing rules of the Executive Department Personnel Division, in all matters which are not addressed in this Agreement.

Section 3. No new Personnel Division Rule or change in any existing Personnel Division Rule that addresses subjects that are mandatory issues for bargaining shall be proposed for adoption unless the change has been agreed upon by the parties. The Association shall be notified in advance of all proposed rule changes regardless of bargainability, and it shall be given an opportunity to comment prior to processing the proposed change.

ARTICLE 4
LEGISLATIVE ACTION

Section 1. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted to the Legislative Assembly promptly upon the signing of this Agreement.

Section 2. Upon signing of this Agreement both parties will jointly recommend to the Legislative Assembly the passage of the funding and statutory changes necessary to implement this Agreement.

Section 3. Unless mutually agreed in writing by the Employer and the Association neither party shall seek statutory changes or other action by the legislature which would nullify or alter any right or benefit granted by this Agreement or which would reduce any rights or benefits granted to employes in the Bargaining Units or the Association by law or rules. If any proposal or part thereof was the subject of negotiations on this Agreement and was withdrawn or abandoned in the negotiations, neither party shall attempt to obtain implementation during the term of this Agreement of such proposal or part thereof by statutory enactment or other legislative action.

ARTICLE 5
AGENCY AGREEMENT PROVISIONS

In the event of a conflict between the provisions of this Agreement and the provisions of an agency level Agreement the provisions of this Agreement shall prevail.

ARTICLE 6
TERM OF AGREEMENT/NEGOTIATIONS

Section 1. Except as otherwise indicated herein, this agreement takes effect on July 1, 1977, and expires on June 30, 1979.

Section 2. For the purpose of renewing, renegotiating or amending at the expiration of the existing agreement, negotiations shall begin on October 1, 1978.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 4. This Agreement shall not be opened during the term of this Agreement except as permitted by law, by specific reference in this Agreement or by mutual consent of the parties.

ARTICLE 7
COMMUNICATIONS ON EMPLOYMENT RELATIONS MATTERS

The Employer shall not issue any directives or written statements that have any effect on the standards of employment relations matters established by this Collective Bargaining Agreement unless such directives or statements have been agreed upon with the Association. Nothing in this Article is intended to inhibit the Employer from issuing directives and/or statements which interpret or effectuate a contractual obligation, however, a copy of such statements or directives shall be sent to the Association.

ARTICLE 8
EQUAL OPPORTUNITY

The Employer and the Association agree to continue their policies of nondiscrimination against any employe or applicant for employment because of race, color, religion, sex, national origin, age or mental or physical disability.

ARTICLE 9
MANAGEMENT'S RIGHTS

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

Except as may be specifically modified by the terms of this Agreement, or any other agreement entered into by a state agency or institution, the Employer retains all rights of management in the direction of its work force, recognizing the right of an employe or the Association to grieve or appeal an Employer action believed to be unjust or inequitable. These rights of management shall include, but not limited to, the right to:

1. Direct employes.
2. Hire, promote, transfer, assign and retain employes.
3. Suspend, discharge or take other proper disciplinary action against employes.
4. Re-assign employes.
5. Relieve employes from duty because of lack of work or other proper reasons.
6. Schedule work.
7. Determine methods, means, and personnel by which operations are to be conducted.

ARTICLE 10
NO STRIKE OR LOCKOUT DURING TERM OF AGREEMENT

It is agreed by the Employer and the Association that the services performed by employes covered by this Agreement are services essential to the public health, safety and welfare.

The Employer, therefore, agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employes from their work. In the event an employe is unable to perform his assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employes, such inability to provide work shall not be deemed a lockout.

During the term of this Agreement, the Association shall neither cause nor counsel the members of bargaining units for which it has been certified, or for which recognition has been extended by the Employer, to strike, walk-out, slowdown or commit other acts of work stoppage.

Upon notification, confirmed in writing by the Employer to the Association that certain bargaining unit(s) employes covered by this Agreement are engaging in strike activity in violation of this Article, the Association shall, upon receipt of a mailing list, advise such striking employes in writing (with a copy to the Employer) to return to work immediately. Such notification by the Association shall not constitute an admission that it has caused or counseled such strike activity. The notification to employes covered by this Agreement by the Association shall be made solely at the request of the Employer. This Article shall not prohibit a strike by employes in a single appropriate collective bargaining unit to enforce agency level collective bargaining demands if that strike is not in violation of a "no strike" clause in the agency level agreement.

It is further agreed that neither during the term of this Agreement nor thereafter shall a "no-strike" clause in an agency agreement preclude a strike that may be legal under the terms of this Agreement.

ARTICLE 11
PRE-DISMISSAL INVESTIGATIONS

A pre-dismissal investigation shall be conducted with regard to a regular status employe against whom a charge is presented which potentially justifies dismissal for one of the causes set forth by ORS 240.555. The appointing authority shall provide notification to such an employe of the following: that potential cause for employe's dismissal has arisen; the known complaints, facts and charges; that an investigation team has been appointed to assess the validity of such complaints, facts and charges and that the employe will be afforded an opportunity to refute such charges or present mitigating circumstances at an informal meeting with the investigation team at a time and date set forth in the notice, which meeting date shall not be less than five working days after the notification is delivered to the employe. Such notification shall include a copy of this Article. At the discretion of the appointing authority, the employe may be suspended in accordance with Rule 81-100 with or without pay or be allowed to continue work during the period of investigation.

The appointing authority shall appoint to the investigation team at least two employes excluded from collective bargaining, none of whom shall be the immediate supervisor of the employe being investigated. The duty of the team shall be to make inquiries to assess the charges presented. During the investigation, the employe shall, at the employe's option, be permitted to refute the charges, present mitigating circumstances and have an official representative or witness present. The investigation team shall render its findings in writing to the appointing authority and the employe.

The employe shall be given an opportunity to present a written reply to those findings to the appointing authority. Such written reply shall be presented to the appointing authority not later than ten (10) calendar days after the findings are delivered to the employe.

Should the appointing authority find sufficient cause for dismissal, notice shall be provided as required by Rules 81-100 and 81-500.

ARTICLE 12
INCLEMENT CONDITIONS

When, in the judgment of the Employer, weather conditions require the closing or curtailing of state offices and institutions within the employes' regularly scheduled work day, the employes will be paid for the remainder of their regularly scheduled shift.

The Employer may direct employes to remain at home prior to the beginning of the work shift because of inclement weather or hazardous conditions. If individual employe notice is provided by telephone, television or radio announcement prior to the employe leaving home, the employe will be authorized the optional use of accrued vacation, compensatory time or leave without pay during the period in which the employe's work is curtailed due to the inclement or hazardous condition. If the employe does not receive notification as herein provided, or if his agency agreement requires a longer period of notice and such notice has not been given and the employe reports for his regularly scheduled shift of work, he shall be paid for the full shift of work.

ARTICLE 13
SAFETY AND HEALTH

Section 1. The Employer agrees to abide by and maintain, in its facilities and work operations, standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. Proper safety devices and clothing shall be provided by the Employer for all employes engaged in work where such devices are necessary. Such equipment, where provided, must be used.

Section 3.

(a) If an employe claims that an assigned job or vehicle is unsafe or might unduly endanger his health and for that reason refuses to do the job or use the vehicle, the employe shall immediately give specific reason(s) to the supervisor. The supervisor shall request an immediate determination by the agency Safety Representative, or if none is available, a safety representative of SAIF as to whether the job or vehicle is safe or unsafe. At the discretion of the Association, an Associate staff member or authorized job representative shall accompany the agency or SAIF representative conducting the safety inspection.

(b) Pending determination provided for in this section, the employe shall be given suitable work elsewhere if such work is available. If no suitable work is available, the employe shall be sent home.

(c) Time lost by the employe as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger his health shall not be paid for by the Employer unless the employe's claim is upheld.