**Summary of 2019-2021 SEIU Central Table Contract Changes**

**Article 1-Parties to the Agreement**

* Housekeeping changes to add or remove agency names.
* Removed asterisk behind certain boards to clarify that all boards are considered one for layoff purposes.

**Article 2- Recognition**

* Housekeeping changes to add or remove agency names.
* Deleted duplicative language and updated language based on previous LOA.
* Added Article 34 and 56T to list of articles that apply to temporary employees.

**Article 4- Term of Agreement**

* We have agreed to a two year term of agreement.

**Article 10- Union Rights**

* When a facility is available and proper scheduling has been arranged, Union Organizers will have appropriate access and movement within the facility building pursuant to the building use policy and/or practice.
* Included Article 10 LOA language that was recently signed into the article.
* Union stewards working mandated shifts in an overtime status shall be compensated at the overtime rate of pay for any pre-scheduled investigatory meeting or grievance meeting requiring their attendance.
* Union stewards who are working a voluntary or mandated shift in an overtime status shall be compensated at the overtime rate of pay when representing a bargaining unit employee in an investigatory meeting at the request of management or HR.
* Assistant directors on SEIU’s board may use accrued leave or leave without pay to attend the Union’s biennial General Council and the SEIU quadrennial International Convention.
* SEIU statewide officers, with prior supervisory approval, shall be given up to 4 hours per month of release time from their position for the performance of Union duties. SEIU will reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other Employer-related costs.

**Article 14—Negotiation Procedures**

* Housekeeping changes.
* For Central Table bargaining, the Employer will grant leave with pay for up to ten (10) employees.
* For Coalition bargaining, the Employer agrees to unscheduled or grant paid time for up to thirty (30) employees. Removed the language that stated there could be no more than eight released per coalition table.

**Article 19 and 19T—Personnel Records**

* When DAS or Agency receives a subpoena or request for an employee’s personnel records (except for inquiries relating to criminal law complaints or verification of employment) DAS or the Agency will notify the employee of the subpoena or request, who made it and the request if known.
* When DAS receives a statewide records request for employee-related public information releasable per statute, DAS shall provide notification to agencies that the request has been made. Individuals may work with their Agency to receive notifications of these requests.

**Article 21—Grievance and Arbitration Procedure**

* The potential grievant may meet with their immediate supervisor prior to filing a grievance at Step one in an attempt to resolve the issue at the lowest possible level of management.
* Step 3 grievance meetings will occur within thirty (30) calendar days of receipt of the grievance, unless mutually agreed otherwise.
* Step 3 grievance responses are due within fifteen (15) calendar days from the date of the Step 3 meeting.

**Article 26—Differential Pay**

* High Work Differential is now $1.50/hr
* Employees required to perform bridge condition inspection using rope access or UBIT shall receive four dollars ($4.00) per hour for all hours performing these duties. Employees must be either SPRAT certified or have a NBI Certification
* OSH Custodians who are regularly assigned custodian work in OSH which requires client contact shall receive a ten percent (10%) differential above their current rate of pay for all hours worked during this assignment.
* Removed the five percent (5%) differential for Motor Carrier Enforcement Officer 2’s (now reflected in the MCEO2 salary selective increase).

**Article 27—Salary Increase**

* 2.15% COLA effective July 1, 2019.
* 3% COLA effective October 1, 2020.
* A new top step effective July 1, 2020. Employees who are at the top step of their salary range on the effective date shall have their former SED restored for future increases.
* Classification studies for the following classifications:
	+ Automotive Tech Series
	+ Transporting Mental Health Aide
	+ Mental Health Security Tech
	+ Office Coordinator
	+ Transportation Maintenance Coordinator 1
	+ Transportation Maintenance Coordinator 2
	+ Transportation Maintenance Specialist Entry
	+ Transportation Maintenance Specialist 1
	+ Transportation Maintenance Specialist 2
* Salary Selectives for the following classifications:
	+ Legal Secretary SR 17 to SR 18
	+ Paralegal SR 23 to SR 26
	+ Teaching Assistant SR 13 to SR 15
	+ Pharmacy Tech 2 SR 14 to SR 16
	+ Occupational Therapist SR 29 to SR 32
	+ Clinical Psychologist 1 SR 32 to SR 33
	+ Clinical Psychologist 2 SR 34 to SR 35
	+ Human Services Assistant 2 SR 15 to SR 16
	+ Automotive Tech SR 12 to SR 14
	+ Automotive Tech 1 SR 17 to SR 19
	+ Automotive Tech 2 SR 21 to SR 23
	+ Public Health Nurse SR 31 to SR 28N
	+ Institution Registered Nurse SR 31N to SR 28N
	+ Office Specialist 1 SR 12 to SR 13
	+ Social Services Specialist 1 SR 24 to SR 25
	+ Social Services Specialist 2 SR 26 to SR 27
	+ Psychiatric Social Worker SR 28 to SR 29
	+ Parking Services Representative SR 13 to SR 14
	+ Executive Support Specialist2 SR 19 to SR 20
	+ Public Service Rep 2 SR 12 to SR 13
	+ Public Service Rep 4 SR 19 to SR 20
	+ Electronic Pub Design Spec 2 SR 21 to SR 22
	+ Electronic Pub Design Spec 3 SR 23 to SR 24
	+ General Maintenance Mechanic SR 19B to SR 21
	+ Investigator 2 SR 21 to SR 23
	+ Investigator 3 SR 25 to SR 26
	+ Livestock Brand Inspector SR 13 to SR 15
	+ Motor Carrier Enforcement Officer 1 SR 19 to SR 21
	+ Motor Carrier Enforcement Officer 2\* SR 21 to SR 24
	+ Effective July 1, 2019, all employees in the classifications listed above will retain their current salary rate in the new range except that employees whose current rate is below the first (1st) step of the new range shall be moved to the first (1st) step in the new range and a new salary eligibility date will be established twelve (12) months later. For an employee whose rate is within the new salary range, but not at a corresponding salary step, his/her current salary rate shall be adjusted to the next higher rate closest to his/her current salary upon the effective date. “Red-circle” under [Article 81, Section 3](#Article80sect3) will apply when appropriate, (i.e., in cases of downward reclassification).
	+ \*Motor Carrier Enforcement Officer 2’s whose rate is within the new salary range, but would result in a pay decrease due to the removal of the existing MCEO 2 differential will receive a step increase effective July 1, 2019.

**Article 29—Salary Administration**

* Housekeeping changes.
* Eligible employees will receive annual or promotional step increases on the actual date instead of the first of the month following.

**Article 31—Insurance**

* Status quo on health insurance contributions.
* Housekeeping changes to Plan Years and subsidy rates.

**Article 32—Overtime**

* FLSA Exempt employees shall be paid out any unused straight time upon separation from employment.
* Incorporated long standing LOA on changing an employee’s FLSA status and the process that needs to occur prior to making any changes.

**Article 34—Standby Duty/On-Call Duty**

* Employees who are required to report to a work site to commence performing assigned duties from an on-call status shall be paid a minimum of two (2) hours of pay at the appropriate rate of pay.
* The employee will not receive additional compensation if the employees receives additional call-outs during the same two (2) hour period, including resuming on-call duty.
* This does not apply to telephone calls, emails, or texts where the employee is not otherwise required to report to a work site. Telecommuting/teleworking is not considered a worksite.

**Article 45—Filling of Vacancies**

* Clarified the Injured Worker list is the first list to be pulled when filling vacancies.
* Deleted lists that no longer exist.
* Updated terminology throughout the Article.

**Article 49—Trial Service**

* Trial Service is required when appointing employees to a permanent position.
* Added under fill to a higher level classification to the list of appointments requiring a trial service period.
* Added clarification that for part time and seasonal employees, the trial service period shall be 1040 hours.

**Article 51—Limited Duration Appointment**

* Limited duration appointments may cease at any time within the first twenty-four (24) months.
* If the appointment extends beyond twenty-four (24) months, the appointment may cease at any time only when special studies, projects, or the need for additional workload ends.
* If a limited duration employee is hired into a permanent position in the same classification within the same Agency, time served in the limited duration appointment shall count towards the required trial service period in the permanent position. If the limited duration appointment was equal to or longer than the required trial service period, they shall not be required to serve a trial service period and shall be considered a regular status employee.

**Article 56—Sick Leave**

* Removed all language specific to temporary employees and created Article 56T.
* Clarifies hardship donations are allowed for parental leave.
* Incorporated the FMLA LOA stating the provisions related to FMLA/OFLA and OMFLA shall be as provided in the DAS Policy.
* Clarified employees can only reserve leave while on FMLA for a continuous block of leave (unless receiving disability payments per policy).
* Removed outdated language.

**Article 56T—Sick Leave (Temps)**

* Incorporates LOA on the sick leave accrual rate for temps.
* SEIU temporary employees who are appointed to a regular status position in an Agency without a break in service of more than 15 calendar day shall accrue sick leave credits from the initial date of the temporary appointment. Upon obtaining regular status, the employee shall receive sick leave credits that represents the difference between what they have already accrued as a temporary employee and what they would receive upon being appointed to regular status.
* Included all of the Article 56 language related to utilization of leave, sick leave exhaustion and FMLA/OFLA/OMFLA.

**Article 57—Bereavement Leave**

* Clarifies an employee shall be allowed to use accrued leave, or leave without pay, at the option of the employee.

**Article 58—Holidays**

* Subject to the operational needs of the Agency, with at least thirty (30) days’ notice to their supervisor, an employee shall be granted time off to observe religious or cultural holidays not recognized as state holidays in this Article. If approved, the employee shall have the option of utilizing accrued leave other than sick leave, taking leave without pay or temporarily modifying their work schedule in accordance with Article 90, Section 4.

**Article 61—Leaves of Absence Without Pay**

* Made Peace Corps Leave Without Pay and Court Appearance Leave Without Pay (all Coalitions except ODOT Coalitions already had language).

**Article 64—Pre-Retirement Counseling Leave**

* Employees, regardless of age or years from potential retirement, shall be granted up to twenty-eight (28) hours of leave with pay to pursue bona fide pre-retirement counseling programs.

**Article 66—Vacation Leave**

* Employees can cash out 40 hours of vacation in a one-time request per calendar year.
* Employees must have a remaining balance of sixty (60) hours of vacation or more. Vacation that is pre-approved will be considered when the request is made in order to determine if they will maintain the minimum vacation balance requirement.
* Employees must be in regular status.

**Article 71—Seasonal and Intermittent Employees**

* Deletes trial service language (now in Article 49).
* Clarifies seasonals who are not participating members of PERS get a 6% differential in addition to their regular rate of pay after completing the initial state trial service period (1,040 hours).
* Deleted language referencing the PERS pick-up.

**Article 81—Reclassification Upward, Reclassification Downward and Reallocation**

* Employees, or supervisors with prior notice to employee(s), may submit requests for reclassification upward.
* Removes management discretion to keep the SED the same or establish twelve (12) months later. All SED’s will be set twelve (12) months later upon reclassification.
* The effective date of the reclassification will be the date it was received by the Agency.

**Article 107—Job Protection For On The Job Injury Or Illness**

* Employees must provide a release to return to work to their supervisor in writing.

**Article 123—Inclement or Hazardous Conditions**

* Changed “employees required to report to work” to essential employees throughout Article.
* Reorganized for better flow.

**LOA—Volunteer Firefighter Leave**

* Management may authorize an employee who is not currently employed by OSFM or ODF to participate in a fire event within Oregon at the request of OSFM, ODF or the Governor.
* May be approved for no more than fourteen (14) consecutive days for each fire event.
* Employees may use accrued leave or LWOP for the duration of the event.
* Upon returning to work, employees are required to present documentation of the event.

**LOA 51—Pilot Limited Duration Extension Process**

* When an Agency needs to extend a limited duration appointment beyond two (2) years, they will provide written notice of the extension to the employee, along with a copy to SEIU Local 503 and DAS Labor Relations Unit.
* The LOA outlines what must be included in the notice of extension.

**LOA 123—Inclement Weather**

* Identifies essential personnel as essential employees consistent with Article 123.
* Employees may use leave for up to one half (1/2) of their regular workday for curtailments (delayed openings).
* Use of Inclement Weather leave for either full day closures or curtailments come out of the same forty (40) hour bank per biennium.

**NEW Article—Telecommuting and Teleworking (previously a LOA)**

* Employees, where suitable, may apply in writing to telecommute or telework pursuant to the statewide Telecommuting and Teleworking Policy.
* In reviewing and determining whether the employee’s application will be approved, a number of factors will be considered. Factors listed in the Article are from the policy.
* Requests shall not be arbitrarily denied or rescinded. If denied or rescinded, management shall specify the reason for denial or rescission in writing.
* Every Agency will have a process in place for employees to request to telecommute or telework and will make that process available to all employees.

**NEW Article—Rent Deductions**

* If an employee works in a position that requires the employee to live in Agency assigned housing and the Agency charges the employee rent for that housing, the Agency may deduct the rent directly from the employee’s wages or salary.

**NEW LOA—Commercial Drivers License (CDL) (ODFW)**

* Employees at ODFW who are required to hold a CDL as part of their employment shall be reimbursed by the Agency up to one-hundred dollars ($100) for Oregon DMV CDL examination fees and renewal licensing fees.

**NEW LOA—Creating Healthy Worksites**

* If an Agency has an established internal complaint procedure, including an escalation process, the Agency will review and update the procedure, if necessary, with elected union leadership and/or LMC’s by March 31, 2020.
* If an Agency does not have an established internal complaint procedure, including an escalation process, the Agency, in conjunction with elected union leadership and/or LMC’s, will develop a mutually agreed upon internal complaint procedure by March 31, 2020.
* Once the procedures and escalation process have been updated or established, the Agency will share the procedure with all Agency employees and include information on the procedure in new employee onboarding.
* DAS will update the statewide Maintaining a Professional Workplace Policy to reflect the reporting structures in the Discrimination Policy.
* Once all Agencies have an internal complaint procedure in place, Article 101 Section 8 and Article 101T will be deleted from the contract.

**NEW LOA—ADA Accommodations**

* Agencies will ensure information regarding ADA and any Agency-specific procedures for requesting reasonable accommodations are readily accessible to employees via the Agency’s bulletin boards and/or public or intranet websites by January 1, 2020.
* Agencies will acknowledge in writing all written requests for accommodations within seven (7) calendar days.

**NEW LOA—Child Welfare Workers**

* Upon TA of the 2019-2021 SEIU Collective Bargaining Agreement, the Parties agree to convene an expedited bargaining session in order to resolve issues related to the impact of the Child Welfare crisis on frontline workers, including but not limited to recruitment, retention and workload.
* To achieve these objectives, the Parties agree to explore potential contract language solutions and/or vacancy savings. Negotiations shall be completed within eight (8) weeks.

**NEW LOA—State Worker Training Fund**

* LOA to establish a State Worker Training and Education Fund and appoint the Fund with a governing board of 10 trustees with equal representation from participating union and the Employer, and a qualified Director.
* The start-up of the Fund will be funded by an Agency assessment of one cent per hour per employee of straight-time worked, due to the trust no later than October 1, 2019.
* Starting July 1, 2020, the Fund will be funded two cents per hour worked, including paid leave.
* Agencies with under fifty (50) employees shall not make per hour payments.
* The Fund will initially be used to develop a plan to deliver training and programs on PEBB, PERS, Organization Equity and Inclusion and Wellness.

**LOA—Benefits Training Pilot**

* Updated the current Benefits Training Pilot LOA to reflect the primary focus will be to train newly hired SEIU bargaining unit employees, but that all employees, regardless of hire date and representation, will be allowed to attend the trainings.
* Trainings may be offered throughout the state at the Union’s discretion. Previously they were limited to the Capitol Mall area. If workers attend a training that is outside the city where they are working on the day of the training, their travel time to and from the training will not be in paid status.
* The LOA will remain in effect until the trainings outlined in the LOA (PERS and PEBB trainings) are available through a successor program.

**NEW LOA—Contract Specialist**

* Each Coalition will be allocated one (1) full-time equivalent (FTE) Contract Specialist for every two thousand (2,000) represented employees with a minimum of at least one FTE Contract Specialist.
* The selection, appointment and duration of the appointment of the Contract Specialist shall be mutually agreed upon by the Employer and the Union.
* The Agency shall place the Contract Specialists on leave with pay for the duration of their assignments are eligible to receive their full salary, benefits and any pay or accrual increases consistent with the CBA.
* The Agency shall pay up to eighty-five thousand dollars ($85,000) a year for each Contract Specialist’s salary. Any salary costs above that shall be paid by the Union by reimbursing the Agency.
* The Union, the Contract Specialists, DAS Labor Relations and Agency Human Resources shall work cooperatively when performing the following duties: Interpreting and administering the CBA; education on the CBA; providing guidance in grievance and problem resolution; improving steward capacity; working towards consistent application of the CBA; providing guidance on developing and improving LMC’s; and participating in new employee orientation as provided for in the CBA.

**NEW LOA—Commuting Committee**

* A statewide joint labor-management committee will be created to explore commuting costs, including, but not limited to: bicycling, mass transit, parking, ways to make commuting more affordable and ways to incentivize commuters to explore environmentally friendly commuting options.

**NEW LOA—PERS Diversion**

* The Parties acknowledge that challenges have been or may be filed that contest the legislation enacted by the 2019 Legislative Assembly, including SB1049. Nothing in the agreement shall constitute a waiver of any party’s rights, clams or defenses with respect to the above.