

# SEIU Represented Agencies

## Contract Training 2011-2013 SEIU and State of Oregon Collective Bargaining Agreement



*Department of Administrative Services  
Human Resource Services Division,  
Labor Relations Unit*

\_\_\_\_\_, State LR Manager

\_\_\_\_\_, Bargaining Team Member

\_\_\_\_\_, Bargaining Team Member

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# Today's Agenda

## INTRODUCTIONS

Training Objectives

Basics

2011-2013 Contract Revisions

Questions

# Training Objectives

**At the end of this section, you will be able to:**

Provide a broad description of the SEIU Bargaining process

Describe the difference between the Master Agreement and a Coalition Agreement.

Demonstrate your ability to read and use the Collective Bargaining Agreement (CBA) to locate information contained within it.

# Fast Facts

10 Unions Statewide

32 Contracts Statewide

27,000 employees covered statewide

# The Players

- Team Members
- Central Table
- Coalition Tables

## **CENTRAL TABLE NEGOTIATORS**

- Art McCurdy , Eva Corbin, Gail Parnell, Paul Cleary

## **COALITION NEGOTIATORS**

- .1 - Human Services – Art McCurdy
- .2 - Institutions – Glenn West
- .3 - ODOT – Tom Perry
- .5 - Special Agencies – Mary Kearney & Susie Hosie

# Reading the CBA

- Subject Index
- Table of Contents
- Appendix
- Coalition Indicator
  - Coalition Indicator Exercise

# Concepts to Contract Language

How does a bargaining concept become contract language?

# Practice

# TERM OF AGREEMENT

# Practice, Practice

Except as may be specifically modified by the terms of this Agreement, the Employer shall retain all rights of management in the direction of their work force. Rights of management shall include, but not be limited to, the right to:

- (a) Direct employees.
- (b) Hire, promote, transfer, assign, and retain employees.
- (c) Suspend, discharge, or take other proper disciplinary action against employees.
- (d) Reassign employees.
- (e) Relieve employees from duty because of lack of work or other reasons.
- (f) Schedule work.
- (g) Determine methods, means, and personnel by which operations are to be conducted.

# Practice, Practice, Practice

## Mandatory Unpaid Time Off (MUTO)

# Practice

## Temporary employees

I've hired a temp, what do I need to know?

# And Finally...

Questions  
&  
Answers

# Contract Revisions

## Article 1 – Parties to the Agreement

Added the Oregon Health Authority (OHA)

## Article 2 – Recognition

Changed DHS Institutions to (OHA) and removed reference to EOTC.

Allows for temporary employees to receive shift differential and bilingual pay

# Contract Revisions

## Article 10 – Union Rights

Adds language that group e-mails shall be no more than approximately 3 pages.

Allows union officers and stewards to communicate across agency lines for contract administration.

Allows 30 minutes for union presentations at new employee orientations. If an agency doesn't provide an orientation within 45 days (30 days for seasonal employees), then on site one on one with a union representative is allowed.

Allows union stewards to be present when an employee is reporting inappropriate workplace behavior through the process set forth in DAS or agency policy. The union steward must notify their supervisor prior to leaving the work area.

# Contract Revisions

DAS LRU will set up an electronic site for agencies to view who is elected as General Council delegates.

DAS will furnish monthly an electronic list of newly hired employees which includes: name, classification, date of employment, **type of appointment**, transfer if known and worksite address and phone number.

# Contract Revisions

DAS will also furnish monthly a list of employees that includes: employee ID number, employee name, home address, agency, **race/ethnicity**, home phone number, work phone number, **work email address**, hire date, service date, strikeable code, leave record code, leave record date, appointment type, report distribution code **including address of the worksite**, month and year of personnel data. Special reports from payroll centers at cost to the union added an alphabetical list of SEIU local 503 and OPEU fair share payers by Agency containing the following: **employee work phone number, employee work email address**, classification with representation code and definition code, work city/county.

# Contract Revisions

Changes fair share to remove first full month language and instead say that fair share is due for each month or part of a month where they work in excess of 32 hours.

Adds that when an employee begins employment after payroll cutoff reconciliation report will be pursuant to Section 16 (e).

Changes to fair share to take effect 30 days after signing of the 2011-13 CBA.

# Contract Revisions

## Article 19 - Personnel Records

Changes language on removal of material reflecting caution, consultation, warning, admonishment, and reprimand. Such material will, at the employees request be removed after 24 months provided there have been no recurrence of the problem or related problem in that time.

## Article 21 – Grievance and Arbitration Procedure

Allows for electronic filing of grievances and sets when the timeline starts.

# Contract Revisions

## Article 22 – No Discrimination

Changes section 3 of the language to say that, any alleged violation of Article 22 may only proceed to the Agency Head or designee level, and are not arbitrable.

Removes sections 5 and 6

## Article 22T – No Discrimination

Same changes as main article

# Contract Revisions

## Article 27 – Salary Increase

Salary ranges were changed for the following classifications:

- 8503 Natural Resource Spec. 3 (Hydro-geologist) from SR27 to SR28B
- 8504 Natural Resource Spec. 4 (Toxicologist) from SR30 to SR31C
- 8504 Natural Resource Spec. 4 (Reg. Sanitarian) from SR30 to SR31D
- 8505 Natural Resource Spec. 5 (Hydro-geologist) from SR32 to SR33B
- 6503 Physical Therapist from SR25 to SR 29

# Contract Revisions

## Cost of Living Allowance (COLA)

Effective December 1, 2011, employees will receive a 1.5% cola increase to be paid January 1, 2012.

Effective January 1, 2013, employees will receive a 1.45% cola increase to be paid February 1, 2013.

# Contract Revisions

## Step Increases

Effective July 1, 2012, eligible employees will receive a half step increase on their SED and will receive the remaining half step six (6) months later. Employees who received a step increase for July 2011, will not see any further steps granted in the biennium.

Employees with a SED of January 1, 2013 through June 1, 2013 will receive the remainder of their step effective on June 30, 2013 at 11:59 pm.

# Contract Revisions

## Article 29 – Salary Administration

Adds “or designee” to who can approve pay advances.

Overpayments – adds the following language. Based on extenuating circumstances beyond the control of the employee, the employee may ask for additional time to repay an overpayment as a result of LWOP. The appointing authority or designee has sole discretion to deny or grant the employee request. The decision is not subject to the grievance article.

If an employee terminates employment before the repayment is completed the remaining amount will be taken from the final paycheck.

# Contract Revisions

## Article 31 – Insurance

Health, dental and vision Insurance will be fully paid through 2011. For plan years 2012 and 2013, the state will pay 95% of the insurance premium of the plan selected by the employee. Beginning on the January 1, 2012 paycheck, the employee will contribute 5% of the insurance premium for their selected plan for plan years 2012 and 2013.

Employees earning \$2816 or less will receive a \$40/monthly subsidy. The subsidy ends June 30, 2013.

The state will continue to pay the current part-time subsidy through December 31, 2011. For plan years 2012 and 2013, the state will pay 95% of the part-time subsidy. Also beginning January 1, 2012, the employee will contribute 5% of the insurance premium for their selected plan for the same plan years.

# Contract Revisions

## Article 45 – Filling of Vacancies

Changes the length of the posting of recruitment announcements from 2 weeks to 10 calendar days. The timeline starts the beginning of the first business day following the posting.

# Contract Revisions

## LOA 45.00-05-97 – Interview Leave

Changes from allowing two (2) hours to four (4) hours of agency paid time for interviews with another agency.

## Article 51 – Limited Duration

Appointment - New language adds anticipated position reduction as a reason for limited duration appointments.

Adds wording to the layoff rights under Section 3(c) that says that employees appointed from regular status to a limited duration appointment shall have layoff rights regardless of the length of the limited duration appointment.

Adds language that the employer will not end a LD appointment to circumvent layoff rights.

# Contract Revisions

## Article 58 – Holidays

Special Day- Eligible employees may request the use of this special paid day on any workday from the day before Thanksgiving through January 15. The use of this paid leave will be taken in a single block of time.

# Contract Revisions

## Article 70 – Layoff

Language changes on layoff rights when a classification change is made in the middle of a layoff. Impacts classification changes prior to layoff, during layoff and after layoff.

## LOA 70.00-09-179 – Layoff Eligibility Extension

Extends employees placement on a secondary recall list to 3 years.

# Contract Revisions

## Article 71 – Seasonal and Intermittent Employees

Employees wishing to end his/her season early must submit a request to his/her supervisor. Subject to the operating requirements of the agency, the manager may approve the employee's early departure without jeopardizing his/her recall rights for the following season.

# Contract Revisions

## Article 85 – Position Descriptions and Performance Evaluations

Performance Evaluations – Language changed to reflect that employees who have not had an evaluation within the previous twelve (12) months may request one and the supervisor shall provide a written performance appraisal within sixty (60) days of the request.

The performance appraisal will be for the previous twelve (12) months and no additional performance evaluation will be required for that same calendar year.

# Contract Revisions

## Article 86 – Workload Prioritization

Allows an employee to request assistance from his/her supervisor to establish and adjust priorities to carry out his/her work assignment. Requests may be oral or in writing. This requires the supervisor to take into account the variables that impact the difficulty of the assignments to the employee.

Response to employees must be timely.

Managers may deny inappropriate or excessive requests.

# Contract Revisions

## Article 101 – Safety Health (New Article)

Combined much of the coalition language and created a main article.

New language not previously included in coalition language and now part of main article referencing two statewide policies.

“The employer is committed to a violence free work environment and will take appropriate measures to promote a safe work environment pursuant to agency or the statewide Violence-Free Workplace Policy (50.010.02)”

“The employer is committed to taking appropriate measures in creating and maintaining a professional workplace that is respectful, professional and free from inappropriate workplace behavior, pursuant to Agency or the statewide Maintaining a Professional Workplace Policy (50.010.03)”

# Contract Revisions

## Article 106 – Labor-Management Committees (LMC)

Language changes clarify that time spent in labor management meeting and travel time to and from is paid time during the employee's normal work hours.

Time outside normal work hours is unpaid.

Added language that by mutual agreement with management, employee may attend the labor management meetings in person, via telephone or video conferencing.

All other expenses related to lodging and/or travel are the responsibility of the union.

# Contract Revisions

## Article 106 – Labor-Management Committees (LMC) (continued)

Employees allowed to meet up to thirty (30) minutes prior to the labor management meeting to prepare for the meeting.

Allows for joint training for LMCs.

Employees required to report back to worksite timely or ask for appropriate leave in advance.

Employees must use UBP (Union business paid) payroll code to record attendance at LMCs.

# Contract Revisions

## Article 107 – Job Protection for On-The-Job Illness or Injury

Language change. The State will comply with applicable statutes in administering this article.

## Article 133 – Domestic Violence, Sexual Assault or Stalking Victim Leave (New Article)

Allows an employee to use accrued leave or leave without pay if the employee or his/her dependent (including adopted child, foster child or step child) is a victim of any of the above pursuant to State policy.

# Contract Revisions

## Article 134 – Crime Victim Leave (New Article)

Allows an employee to take leave to attend a criminal proceeding pursuant to State policy if they or a member of their immediate family has suffered financial, social, psychological or physical harm as a result of a person to person felony.

# Contract Revisions

## Article 135 – Work Environments (New Article)

Agencies shall proactively solicit participation from affected employees in continuous improvement of state service pursuant to DAS Policy 50.055.01 (Continuous Improvement in State Service).

LMCs or alternate forums may be used to facilitate advancement of ideas for efficiencies. This article is not subject to grievance.

# Contract Revisions

## Article 136 – Critical Incident Leave (New Article)

Allows an employee to use accrued leave when they are directly involved in an on-duty violence and need time to recover physically or psychologically or from a disability caused by the action.

Definition of directly involved means physically attacked or physically intervening in an attack of a staff member.

# New Letter of Agreement

## LOA 31.00-11-210 Health Improvement Plan

Includes SEIU on a joint LMC to design the delivery system for the plan and educational components of the Health Improvement Plan that was introduced and recommended by PEBB.

The committee will review and evaluate the PEBB Improvement Plan and define benchmarks for evaluating the effectiveness and efficiencies of the plan.

If there are any cost savings, the LMC will recommend the most advantageous way to share savings and further wellness for PEBB members.

# New Letter of Agreement

## Health Improvement Plan (continued)

The union will appoint four (4) representatives to serve as members of the committee. Members will be in a paid status if meetings occur on the regular scheduled shift. They will not be eligible for overtime or penalty payments for serving on the committee.

Travel will be governed by the State travel policy. Appointed employees will notify their supervisor at least five (5) working days before any meeting.

# Letter of Agreement

## Mandatory Unpaid Time Off

Effective with signing of the contract on August 25, 2011, SEIU represented employees may start taking floating furloughs. Furloughs may not be traded out for days prior to the signing.

LOA takes precedence over any conflicting CBA provisions.

Number of unpaid time is based on base rate of pay:

-\$2450 and below	10 days (80 hours)
-\$2451 to \$3100	12 days (96 hours)
-\$3101 and above	14 days (112 hours)

# Letter of Agreement

## Mandatory Unpaid Time Off

For agencies that cannot close, employees may request to take their float days as unpaid holidays or unpaid vacations or as a salary reduction.

Employees who don't observe closure days may also request a voluntary salary reduction option:

- \$2450 and below = 1.92%
- \$2451 through \$3100 = 2.30%
- \$3101 and above = 2.68%

# Letter of Agreement Mandatory Unpaid Time Off

Obligation may be reduced based on:

- Employee return from absence after fixed closures.
- Employee return from protected Leave status.
- Employee separating from state service. (See Chart)

The mandatory unpaid time off obligation will not change as a result of salary changes based on promotion, demotions, reclassification, step increases or colas.

# Letter of Agreement

## Mandatory Unpaid Time Off

Prorate for less than full time based on employee's regularly scheduled hours. (See formula in LOA)

Prorate seasonal employees based on number of scheduled hours during the months employed. (See formula in LOA)

Un-schedule Temporary employees.

# Letter of Agreement

## Mandatory Unpaid Time Off

Closure days are:

September 16, 2011

November 25, 2011

March 23, 2012

May 25, 2012

August 17, 2012

October 19, 2012

November 23, 2012

January 18, 2013

April 19, 2013

May 24, 2013

# Letter of Agreement

## Mandatory Unpaid Time Off

Floating mandatory unpaid days will be requested following the agency procedures for requesting paid time off.

Where there is a conflict in requesting days off the person who made the first request will be granted days off. For simultaneous requests for mandatory unpaid days off and vacation requests for more than 1 day, vacation requests will be processed prior to requests for mandatory unpaid time off.

Floating mandatory unpaid days off must be scheduled by the employee and taken no later than March 31, 2013.

# Letter of Agreement

## Mandatory Unpaid Time Off

If the employee fails to schedule and take the mandatory time off by March 31, 2013, management will schedule the employee to take the required time by May 31, 2013. All furloughs will be taken by May 31, 2013.

In the event that an employee has any mandatory unpaid time off obligation remaining after May 31, 2013, the employee's July 1, 2013 paycheck for the June 2013 pay period will be reduced by the equivalent amount for the remaining mandatory unpaid time off days.

# Letter of Agreement

## Mandatory Unpaid Time Off

An employee is not eligible to receive unemployment benefits for the days taken as mandatory unpaid time off.

Employees shall not work on a date designated as a mandatory unpaid time off day. In the event of an emergency based on operational needs, the agency head or designee may require the employee to work. If the mandatory unpaid time off day was canceled by management it may not be rescheduled more than once.

# Letter of Agreement

## Mandatory Unpaid Time Off

In the event an employee is called in to work on a date designated as a mandatory unpaid day off due to operational needs, the employee and the supervisor shall arrange to take the remainder of the time off at a mutually agreeable time.

If the designated closure date falls on an employee's regularly scheduled day off, subject to Agency approval, the employee shall take the mandatory unpaid time off on an alternate workday.

# Letter of Agreement

## Mandatory Unpaid Time Off

Employees who work more or less than 8 hour workday will take mandatory unpaid time off equivalent to a full shift or the remaining obligation if it equals less than a full shift or, with supervisory approval, will adjust his or her schedule in a manner which is consistent with the practice that is used during a week in which there is a holiday. In either case, the employee's schedule will not exceed a forty (40)- hour workweek (including mandatory unpaid time off), unless the employee is taking the remaining furlough obligation and is equal to less than a full shift.

# Letter of Agreement

## Mandatory Unpaid Time Off

Employees may request to take no more than 2 mandatory unpaid time-off days in the same workweek. The supervisor will have up to 15 days to respond to the employee's request for the mandatory unpaid time off.

# Contract Revisions

**All scenarios are based on effective dates of implementation.**

## **New Hire Scenarios:**

Sam is hired on July 11, 2011, to an Office Specialist 2 (C0104) position. His salary is \$2284 per month (step 2, SR 15). His SED is Aug. 1, 2012. His pay over the biennium is:

- - December 1, 2011 (1.5% COLA): \$2318
  - $\$2284 + 1.5\% (\$34) = \$2318$
- August 1, 2012 SED (1/2 step increase): \$2367
  - $\$2416 - \$2318 = \$98$
  - $\$98 / .2 = \$49$
  - $\$2318 + \$49 = \$2367$
- January 1, 2013 (1.45% COLA): \$2401
  - $\$2367 + 1.45\% (\$34) = \$2401$
- February 1, 2013 (remainder of 1/2 step increase – to step 3): \$2451
  - New SED August 1, 2013

# Contract Revisions

Pat is hired on March 5, 2012 to a Procurement and Contract Specialist 1 (C0436) position. His salary is \$3132 per month (Step 1, SR 23). His SED is April 1, 2013.

- January 1, 2013 (1.45% COLA): \$3177
- April 1, 2013 SED (1/2 step increase): \$3255
- June 30, 2013 (remainder 1/2 step increase – to step 2): \$3332

# Contract Revisions

Marcus is hired November 12, 2012 as a Compliance Specialist 3 (C5248) position. His salary is \$4787 per month (Step 4, SR 29). His SED is December 1, 2013.

- January 1, 2013 (1.45% COLA): \$4856

# Contract Revisions

Carol is hired June 15, 2011 as an Occupational Safety Specialist 3 (C5711) position. Her salary is \$5187 per month (step 6, SR 29). Her SED July 1, 2012.

- December 1, 2011 (1.5% COLA): \$5265
- July 1, 2012 SED (1/2 step increase): \$5395
- January 1, 2013 (1.45% COLA + remainder 1/2 step increase – to step 7): \$5604

# Contract Revisions

**Promotional Salary Increases:** All scenarios include the one-step promotional increase granted after 6 months.

Abby promotes to an Executive Support Specialist 1 (C0118) position on July 25, 2011. Her new salary is \$2695, step 4, SR 17.

- December 1, 2011 (1.5% COLA): \$2735
- February 1, 2012 (6-month step increase – to step 5): \$2858 (SED 2/1/13)
- January 1, 2013 (1.45% COLA): \$2899
- February 1, 2013 SED (1/2 step increase): \$2966
- June 30, 2013 (remainder 1/2 step increase – to step 6): \$3032

# Contract Revisions

Justine promotes to an Office Specialist 2 (C0104) position on March 13, 2012. Her new salary is \$2510, step 4, SR 15.

- October 1, 2012 (6-month step increase – to step 5, new SED 10/1/13): \$2624
- January 1, 2013 (1.45% COLA): \$2662

# Contract Revisions

Larry promotes to a Program Analyst 2 (C0861) position on November 19, 2012. His new salary is \$3783, step 1 SR 27.

- January 1, 2013 (1.45% COLA): \$3838
- June 1, 2013 (6-month increase – to step 2, new SED 6/1/14): \$4019

# Contract Revisions

Nancy promotes to an Accountant Tech 3 (C0212) position on August 21, 2012. Her new salary is \$2858, step 3, SR 19.

- January 1, 2013 (1.45% COLA): \$2899
- March 1, 2013 (6-month increase – to step 4): \$3032.  
New SED March 1, 2014.

Tina promotes to a Public Service Rep 3 (C0323) on May 25, 2011. New salary is \$2473, step 4, SR 15. SED December 1, 2011.

- December 1, 2011 (1.5% COLA + 6 month increase): \$2624 (step 5 SR 15). New SED December 1, 2012.
- December 1, 2012 (1/2 step increase): \$2680
- January 1, 2013 (1.45% COLA): \$2719 (2680 x 1.45%)
- June 1, 2013 (remainder 1/2 step increase – to step 6): \$2775

# Contract Revisions

Nancy promotes to an Accountant Tech 3 (C0212) position on August 21, 2012. Her new salary is \$2858, step 3, SR 19.

- January 1, 2013 (1.45% COLA): \$2899
- March 1, 2013 (6-month increase – to step 4): \$3032.  
New SED March 1, 2014.

# Contract Revisions

## Salary upon demotion (due to trial service removals or voluntary demotions):

Sharon, Office Specialist 2 (current salary is \$3086 step 9, SR15, SED August 1, 2011), promotes to an Executive Support Specialist 1 (C0118) on July 17, 2011. Her new salary is \$3235 (step 8, SR 17). New SED is February 1, 2012. On October 7, 2011, she is returned to her former position through a Trial Service removal (her former SED is restored).

- October 7, 2011, (TS removal) salary is \$3086 (Step 9, SR 15) SED moves to August 1, 2011.
- December 1, 2011 (1.5 % COLA): \$3132
- August 1, 2012 SED – at top step, no increase
- January 1, 2013 (1.45% COLA): \$3177

# Contract Revisions

Ben, Program Analyst 1 (current salary is \$3727 step 5, SR 23, SED August 1, 2012), promotes to Program Analyst 2 (C0862) on November 28, 2011. His new salary is \$3903 (step 2, SR 27). New SED is June 1, 2012. On March 9, 2012, he is returned to his former position through a Trial Service removal (his former SED is restored).

- December 1, 2011 (1.5% COLA): \$3962
- March 9, 2012 (TS removal) salary is \$3783 (step 5, SR 23) SED returns to prior date August 1, 2012.
- August 1, 2012 SED (1/2 step increase): \$3873
- January 1, 2013 (1.45% COLA): \$3929 (3873 x 1.45%)
- February 1, 2013 (remainder 1/2 step increase – to step 6): \$4019

# Contract Revisions

Ted, Accounting Technician 2 (current salary is \$3132 step 7, SR 17, SED May 1, 2013), promotes to an Accounting Technician 3 (C0212) on July 5, 2012. His new salary is \$3284 (step 6, SR19). New SED is February 1, 2013. On December 6, 2012, he voluntary demotes to his former position.

- December 6, 2012 (voluntary demotion) salary \$3284 (step 8, SR 17) SED returns to prior date May 1, 2013.
- January 1, 2013 (1.45% COLA): \$3332
- May 1, 2013 SED (1/2 step increase): \$3408
- June 30, 2013 (remainder 1/2 step increase – to step 9): \$3484

# Contract Revisions

Marilyn is hired on September 19, 2011 to an Information Systems Specialist 7 (C1487) position. Her salary is \$5365 per month (Step 4, SR 31i). Her SED is October 1, 2012.

- December 1, 2011 (1.5% COLA): \$5445
- October 1, 2012 SED (1/2 step increase): \$5574
- January 1, 2013 (1.45% COLA): \$5655 ( $\$5574 \times 1.45\%$ )
- April 1, 2013 (remainder 1/2 step increase – to step 5): \$5786
  - New SED October 1, 2013

# 2011-2013 SEIU CBA

# Questions?