

SEIU SPECIAL AGENCIES

Contract Training
2009-2011 SEIU and State of Oregon
Collective Bargaining Agreement



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

State Negotiators:
Susie Hosie and Mike Halpern (Retired)

.5 - Specials Coalition

- .5A** Department of Education (DOE) (including Oregon School for the Deaf (OSD))
- .5B** Water Resources Department (WRD)
- .5C** Oregon State Library (OSL)
- .5D** Oregon State Treasury (OST)
- .5E** Department of Administrative Services (DAS)
- .5F** Commission for the Blind
- .5G** Public Employees Retirement System (PERS)
- .5H** Department of Justice (DOJ)
- .5I** Oregon Housing & Community Services (OHCS)
- .5J** *****DELETED AND ADDED School for the Deaf TO .5A – (School for the Blind Removed)
- .5N** Department of Revenue
- .5O** Oregon Health Licensing Agency:
- .5P** Oregon Student Assistance Commission (OSAC)
- .5Q** Department of Consumer & Business Services (DCBS) (DELETED: Incl. Off. of Minority, Women & Emerging Small Business)
- .5R** Department of Agriculture
- .5S** Bureau of Labor and Industries (BOLI)
- .5T** Department of Veterans' Affairs (DVA)
- .5U** Department of Community Colleges & Workforce Development (DCCWD)
- .5U** Department of Community Colleges & Workforce Development (DCCWD)
- .5V** Workers' Compensation Board (WCB)
- .5W** Health-Related Licensing Boards:
 - Board of Nursing
 - (DELETED: Board of Medical Examiners) Oregon Medical Board
 - Board of Dentistry
 - Board of Pharmacy
 - Mortuary and Cemetery Board
 - Board of Psychologist Examiners
 - Board of Radiologic Technology
 - Board of Massage Therapists
 - Occupational Therapy Licensing Board
 - Board of Examiners for Speech Pathology & Audiology
 - Board of Naturopathic (DELETED: Examiners) Medicine
- .5X** Oregon Watershed Enhancement Board (OWEB)

Housekeeping

- **Oregon School for the Deaf (OSD) is now part of the Oregon Department of Education (ODE) and the 09-11 contract incorporates (.5J) OSD into ODE (.5A).**
 - OSB is now closed and not included in the 09-11 contract.
 - ARTICLE 10.5 A-X--UNION STEWARDS
 - Incorporated the 2 stewards for OSD into the total for ODE.
 - ARTICLE 45.5A,^{J,U}--FILLING OF VACANCIES (Education including Special Schools--OSB, OSD, and DCCWD)
 - Deleted obscure “promotional rating language” in section 1(f)
 - Clarified in Section 2, that for the purpose of this definition any service prior to a break in service with the Agency of more than ninety (90) days shall not be computed in determining length of service.
 - Move 07-09 Article 45.5AJU, Section 3, Reassignment of Hours of Work or Days Off. into Article 90.5 NEW Section 13 (and moved 07-09 Section 13 to a New Section 14).
- **Updated Article 70.5E Geographic Area for Layoff – DAS ONLY to reflect only current geographic locations (Salem/Portland, Eugene/Springfield, and Pendleton). Deleted Albany, Corvallis, and Burns.**

10.50 – Union Rights OHLA Only

- **Oregon Health Licensing 07-09 Contract allows one (1) steward**
 - **MODIFICATION: New 09-11 language allows the use of one (1) back-up Steward.**
 - To conduct union business only when the full-time Steward is unavailable because he/she is not present in the workplace or because it can reasonably be believed that there would be an ethical conflict of interest between the full-time Steward and the employee in need of a rep.
 - Once Back up Steward represents an employee he/she may continue to act as a rep for the same investigation/action/grievance.
 - **INTENT: To have an available back-up rep when the permanent rep is unavailable (e.g. field employee is working out in the field and not in the office to handle a grievance).**

73.5A – Academic Year (OSD Only)

- **LANGUAGE:**

- **Section 3.** Summer employment, when available, will be offered to qualified employees in academic year positions according to service credits layoff service date, within each class. Summer employment will be offered to such qualified employees as soon as it is determined by management to go forward with the summer work assignment in question. Employees working during the period between two (2) school or academic years will be paid according to the classification of the work being performed. If the employee's current salary rate is within the salary range of the classification of work being performed, the employee's salary rate will not change. If the employee's current salary rate is below the salary range of the classification of work being performed, the employee will be paid at step 1 of the salary range of the classification of work being performed. If the employee's current salary rate is above the salary range of the classification of work being performed, the employee will be paid at the top step of the salary range of the classification of work being performed.

- **INTENT:**

- To clarify that summer positions are offered according to Layoff Service Date, within each class, and employees will be paid within the classification of work being performed.

- **LANGUAGE LETTER OF AGREEMENT 86.5-05-132:**
 - Employees may request assistance from their immediate supervisor to establish or adjust priorities in order to carry out their work assignments. The supervisor will respond to such requests in a timely manner, unless the request is deemed to be inappropriate or excessive. The response may be oral or in writing as determined by the supervisor.

- **INTENT:**
 - **To open this article to more Special Agencies**
 - *Formerly only applied to DOJ, DOR, DOE & PERS*
 - **Now includes all Special Agencies Except**
 - WRD,
 - OSL,
 - DAS,
 - OSAC,
 - DCBS,
 - DVA,
 - WCB,
 - OWEB, and
 - Board of Nursing

90.5 – Work Schedules

- **LANGUAGE:**

- **Section 2.**

An employee may request in writing to work any alternate or flexible work schedule defined in this Agreement (see Article 90, Work Schedules and, for applicable Agencies, Section 13, below). No employee requests will be arbitrarily denied or rescinded. In reaching its decision, the Agency will consider whether the employee's request meets all of the following criteria:

- a) That the operational needs of the Agency are met;
- b) That the requested work schedule will not interfere with his/her ability and availability to perform the job;
- c) That the needs of the public are adequately served; and
- d) That a forty (40) hour workweek is maintained.

The Agency may also consider other relevant criteria **including, but not limited to, employee use of carpooling or mass transit.**

The Agency will provide a response to an employee request to work an alternate or flexible work schedule, including the reason(s) for a denial, within a reasonable period of time. Requests for alternate and flexible work schedules will be considered in order of application. If more than one (1) employee makes application for such a schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority in the Agency, if possible.

- **INTENT: Specify carpooling/mass transit is also relevant criteria and Agency is to provide a timely response and reason for denial.**

LOA – Service Recognition Program

- **LANGUAGE:**

- **LOA 00.00-05-104 Employee Recognition Plan**

- The LOA provides a Employee Length of Service Awards Program for eligible Agency employees. Employees will be eligible for an Agency pin or recognition item at five (5) year intervals with the exception of the five (5) year service award which will remain an Agency pin.

- 07-09 LOA for Employee Recognition Plan applied to DCBS only

- **INTENT:**

- 09-11 adds Oregon Medical Board to the LOA with no changes to language.