

# SEIU Represented Agencies

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



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

**Eva Corbin, LRU Deputy Administrator  
Art McCurdy, State LR Manager**

# Agenda

- **INTRODUCTIONS**

**Central Table Team Members:**

**Eva Corbin (DAS)**

**Art McCurdy (DAS)**

**Cheri Tebeau-Harrell (DHS)**

**Glenn Smith (OYA)**

**Tracy Martineau (OED)**

**Billie Brown (ODOT)**

**Sherri Frank (OPRD)**

**Roxie Burns (ODFW)**

**Linda Fenske (DAS)**

**Jeanne Davis (ODF)**

**Salvador Llerenas (DCBS)**

**Alternates:**

**Sandra Persson (DCBS)**

**Rebecca Folz (ODOT)**

**Belinda Teague (OYA)**

**Debbie Pillsbury-Harvey (ODF)**

**April Makalea (ODOT)**

- **TRAINING OBJECTIVE**

- **QUESTIONS**

# Training Objectives

- **To provide an overview of the bargaining process**
- **To provide clear understanding of the intent/application of the changes**
- **To review Application of Specific Current Language Provisions and Practices**

# Contract Revisions

- **CENTRAL TABLE ARTICLES**

- Eva Corbin and Art McCurdy

- **COALITION ARTICLES**

- .1 - Human Services – Art McCurdy
- .2 - Institutions – Glenn West
- .3 - ODOT – Tom Perry
- .4 - Special Agencies – Susie Hosie/Michael Halpern

# LETTERS OF AGREEMENT

## MANDATORY UNPAID TIME OFF

### NEW PROVISION

- Effective Sept. 1, 2009 - June 30, 2011
- LOA takes precedence over any conflicting CBA provisions
- Number of unpaid time is based on base rate of pay:
  - \$2450 and below 10 days
  - \$2451 to \$3100 12 days
  - \$3101 and above 14 days
- Obligation may be reduced or increased based on:
  - Employee return from absence after fixed closures
  - Employee return from protected leave status
  - New appointment & salary change
- New Payroll Code - LA

### INTENT

- To provide maximum number of months to schedule furlough time off
- To ensure that the furlough obligations are met without other contract provisions overriding the parties' intent
- To maximize savings based on employees' base rates
- New code to distinguish from other forms of LWOP to track savings from mandatory unpaid time off by employee and agency regardless of fund source

# LETTERS OF AGREEMENT MANDATORY UNPAID TIME OFF

## **NEW PROVISION**

- 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

## **INTENT**

- To account for all scheduled hours the agency works part time employees greater than the FTE to determine unpaid obligation
- To not work temporary employees more hours than regular workers

# LETTERS OF AGREEMENT

## MANDATORY UNPAID TIME OFF

### NEW PROVISION

- Mandatory unpaid time off does not impact sick, vacation, personal leaves, holiday pay computation or insurance contribution
- Mandatory unpaid time does not count as break in service for employees' seniority or adjustments to salary eligibility dates
- Mandatory unpaid time off taken in 8 hour block
- 10 specific fixed closure days for majority of State agencies
  - Handout lists dates
  - Alternate dates have been negotiated for specific agencies

### INTENT

- To minimize impact to “non-compensation” benefits
- To define the block as the same for holiday time off
- To provide specific closure days and notice to the public in advance of the closure days
- To save facility operational cost over three day weekend

# LETTERS OF AGREEMENT MANDATORY UNPAID TIME OFF

## NEW PROVISION

### Floating Mandatory Unpaid Time Off

- Agencies notify DAS if an agency receives additional positions that would be subject to the float days
- Non-closure facilities/programs, employees take equivalent number of unpaid time off days
- Employee choice of days off subject to operating needs
- Employees may, with supervisor approval, schedule more float days in a quarter and fewer in other quarters
- No more than 2 float days (16 hours) can be scheduled in a month

## INTENT

- To provide opportunity for agencies to identify new positions
- To provide different option for programs that must remain open
- To allow flexibility to take float days off faster, subject to operating needs of the agency
  - For example, in addition to the Thanksgiving holiday off (Thursday), an employee can request to take the paid special leave (GL) day Friday and 4 float days on November 29, 30, and December 1 and 2
- To spread mandatory unpaid time off throughout the biennium and minimize carry over of furlough days and impact on salary.

# LETTERS OF AGREEMENT

## MANDATORY UNPAID TIME OFF

### NEW PROVISION

#### Floating Mandatory Unpaid Time Off (continued)

- LOA clarification provided guideline that splits days equally between fiscal years
- 30 days prior to each quarter, employee will complete and submit request form to supervisor prior to each quarter
  - Note exception for Sept.-Dec. '09: employee may take up to 2 float days per month—request up to Oct. 15
  - Employment offer letter exception: include float day obligation in letter
- Supervisor reply up to 15 days prior to beginning of each quarter
- Ties are broken per CBA vacation leave provision

### INTENT

- Guideline distribution is not requirement for float days--employee has choice for scheduling mandatory time off float days
- Chart provides a tool that reflects closure days and reductions as an example of spreading float days throughout biennium
- To provide for a uniform method to request the time off and timeframe
- To ensure supervisors have ample time to review and ensure coverage to meet the operational needs of agency
- To provide an established procedure to use resolve ties

# LETTERS OF AGREEMENT

## MANDATORY UNPAID TIME OFF

### **NEW PROVISION**

#### **Floating Mandatory Unpaid Time Off (Continued)**

- Required advance scheduling of vacation:
  - Vacation scheduling takes precedence over unpaid days off
  - However, scheduling of mandatory unpaid time off trumps short term vacation or comp time requests
  - If used seniority to bump for pre-approved vacation, then can't use to substitute mandatory unpaid time off day for the approved vacation day(s)
- Pre-approved paid sick leave:
  - Employee may substitute a mandatory unpaid time off day for a pre-approved sick leave day, but not more than 2 in a month.

### **INTENT**

- Provide less senior employees the opportunity to retain their pre-approved vacation without fear of seniority trumping their vacation by requests of senior employees for same days off as mandatory unpaid time off days

# LETTERS OF AGREEMENT MANDATORY UNPAID TIME OFF

## NEW PROVISION

- **Floating Mandatory Unpaid Time Off (Continued)**
  - Management reserves the right to ensure unpaid time off is **scheduled and taken**
  - Management can schedule the untaken time the same or next quarter (except last quarter in biennium).

## INTENT

- To make sure all required furlough days are taken.
- To manage the carryover of float days each quarter.

# LETTERS OF AGREEMENT

## MANDATORY UNPAID TIME OFF

### NEW PROVISION

- No penalty or overtime payment for adjustments to employees' schedules not to exceed a 32 hour workweek
  - **Special Agencies Exception:**  
4/9 plus 4 Friday split workweek permits a 36 hour workweek
- Employees are not required but may request to take float mandatory time off on a holiday

### INTENT

- To not be penalized when adjusting employees schedule to take the unpaid time off at employee request or when management has to reschedule the float day
- To not be obligated to pay overtime for working in excess of 32 hours up to 40 hours in the float day workweek; this does not impact obligation to pay daily overtime
- Exception to satisfy 8 hour furlough block for 4/9 plus 4 schedules

# LETTERS OF AGREEMENT MANDATORY UNPAID TIME OFF

## NEW PROVISION

- **Unless required by law**, no employee shall be authorized to substitute any other types of unpaid absences or paid leave to replace mandatory unpaid time off
- If a closure day falls on a day the employee works more or less than an 8 hour work day
  - Employee will, subject to supervisor approval, adjust his/her work schedule
  - Adjustment consistent with the practice for holiday week scheduling
  - Workweek schedule not to exceed 32 hours

## INTENT

- To comply with law
- To not count the LA against the legal entitlements if furlough falls during a protected leave period
- To meet the furlough obligations by alternative schedule arrangements
- To achieve the appropriate reduction in hours resulting from the furlough obligation
  - e.g., 32 hour of paid time (work and paid leave combined as appropriate) for full time schedules

# LETTERS OF AGREEMENT

## MANDATORY UNPAID TIME OFF

### **NEW PROVISION**

- Employee shall not work on a mandatory unpaid day off, except:
  - Required by agency head/designee for emergency situations based on operating needs or approved conference
  - Board or Commission meetings
  - On approved travel status
- Appropriate call in or penalty payment may apply
- Employee choice of an alternate day or partial day off, subject to operating needs and float day scheduling provisions
- Mandatory unpaid time off day if cancelled may not be rescheduled more than once

### **INTENT**

- To limit the reasons for requiring an employee to report to work
- To impose the same call in or penalty payment when calling employee to report to work before the employee's next shift
- To meet the interest of the employee in rescheduling the alternate time off, but still subject to operating needs of the agency
- To limit the potential of repeated cancellation of the same unpaid time

# LETTERS OF AGREEMENT

## MANDATORY UNPAID TIME OFF

### **NEW PROVISION**

- A 16 hour shift will be allowed to work 8 hours of the shift scheduled on the mandatory unpaid day off (mostly affects DHS institution employees)
- Closures that fall on an employee's regularly scheduled day off, the mandatory unpaid time off shall be taken on an alternate day
  - Management reserves the right to ensure the time off is taken if not scheduled or taken within the applicable quarter or next quarter (except the last quarter in the biennium)

### **INTENT**

- To provide an exception permitting working on the mandatory unpaid day
- To satisfy the 8 hour block time off obligation
- To ensure that employees satisfy the time off obligation equivalent to their status and tier.

# LETTERS OF AGREEMENT MANDATORY UNPAID TIME OFF

## NEW PROVISION

FLSA Exempt Employees:

- Mandatory unpaid time off due to budget does not disqualify the FLSA exempt employee from being paid on a salary basis **except** in the workweek in which that unpaid time off occurs and the employee's pay is accordingly reduced
- FLSA exempt employees shall be eligible for pay at the time and a half for hours worked in excess of 40 hours that workweek in which they takes mandatory unpaid time off

## INTENT

- To recognize the legal obligation under both state and federal laws
  - 29 CFR 541-710 – Employees of public agencies.
  - OAR 839-020-0330 – Exception to Salary of Fee Basis

## **MODIFICATIONS**

- Rename EOPC to Blue Mountain Recovery Center (BMRC)
- Added Pendleton State Delivered Secure Residential Treatment Facility (Pendleton Cottage)
- Rename Oregon Medical Board (former Board of Medical Examiners)
- Rename Board of Naturopathic Medicine (former Board of Naturopathic Examiners)

## **INTENT**

- To update the Master Agreement

# Article 4 – Term of Agreement

## **MODIFICATIONS**

- Contract effective date  
September 18, 2009
- June 30, 2011 expiration date
- Successor Negotiations: Up date written notice of desire to successor negotiations to Oct. 15 and Nov. 15, 2010; Negotiations begins first week in December 2010

## **INTENT**

- To minimize retroactive application of language changes unless agreement provides an earlier implementation (e.g., July 1, 2009, selective classification salary changes)
- To allow for flexibility in scheduling bargaining in the initial week or to mutually agree to delay bargaining

# Article 10 – Union Rights

## MODIFICATION

### Section 9. New Employee Orientation

- Increase union presentation time from 20 to 30 minutes

## REMINDER

- Represented employees release from work to perform union authorized duties on paid/unpaid time is **subject to supervisory approval**

## INTENT

- To increase time to accommodate larger groups of new bargaining unit members attending orientations
- To inform supervisor of their right to have union officers and stewards enter the appropriate leave code for approved union related business absences per CBA. Refer to Accounting manual for definition of the appropriate code
- To ensure that Union officers and stewards are using the appropriate payroll code for approved absence for union related business

# Article 21 – Grievance and Arbitration Procedure

## **MODIFICATION/REVIEW**

- Section 6 – Arbitration Selection and Authority
  - Gary L Axon
  - Catherine C Harris\*
  - Howell Lankford
  - James A Lundberg
  - Ronald Miller
  - Sylvia P Skratek\*
  - Kathryn Whelan\*
  - Timothy Williams\*

## **INTENT**

- To increase the number of arbitrators (\* current arbitrator panel) and anticipate timely scheduling of cases

# Article 27 – Salary Increase

## MODIFICATION

- Effective October 1, 2009 – New/Revised classifications (Section 5):
- Effective July 1, 2009 - Selective classification salary increases (Section 6) :
- Implementation Method: least cost for all new/revised classes and selective increases

## INTENT

- To implement and retain affected employees at same pay rate until SED except:
  - If below first step, move to first step of new range
  - Eliminate off step pay by placing employees not at a corresponding salary step move on to next higher rate

# LOA SED, Step Freeze, Reclass Up/Down

## **MODIFICATION**

- Effective September 1, 2009
- Supersedes all CBA provisions pertaining to step advancement on an employee's SED.
- Suspends LOA that added/dropped steps effective June 30, 2009 at 11:59 p.m..
- Rolls back any step increases received after July 1, 2009 through Aug. 31, 2009, except Step 1. HANDOUT
- One year freeze between Sept. 1, 2009 and August 31, 2010, except for initial increase on promotion and reclass.

## **INTENT**

- To meet budget reduction targets.
- To temporarily reverse implemented provisions of the '07-'09 contract.
- To suspend and roll back to achieve savings.

# LOA SED, Step Freeze, Reclass Up/Down

## **MODIFICATION**

- Except for initial increase on promotion and reclassification.
- However, promotions or reclassifications to new (suspended) top step are withheld.
- Employees promoted during the freeze period shall receive an additional step either 6 months after promotion or Sept. 1, 2010, whichever is later.

## **INTENT**

- To permit increased compensation for special circumstances.
- To permit a make up of lost 6 month promotional increase and eliminate a potential inequity (e.g., employee promoted at the end of the freeze period could get a 6 month increase, while one promoted early in the freeze would not).

# LOA SED, Step Freeze, Reclass Up/Down

## **MODIFICATION**

- When Freeze is lifted:
  - Employees who advanced to the new top step in July or Aug. 2009 will be restored on Sept. 1, 2010.
  - Initial appointment to state service July 1 through Aug. 31, 2009 will receive one step increase on Sept. 1, 2010.
  - All other employees will become eligible for step increases on their SED beginning Sept. 1, 2010.

## **INTENT**

- To restore the salary steps and normal contract application for salary treatment.

# CLASSIFICATION STUDY

## LETTER OF AGREEMENT

- The State commit to perform a study that includes 35 specific clerical support and health related classifications:
  - See LOA 80.00-09-181 (see handout)
- **Complete** the studies by April 1, 2011
- Negotiate over wages and implementation during 2011-2013 successor contract negotiations
- The state will **initiate** a study of 32 specific health related classifications (work packages 3 through 8)

# Article 31 - Insurance

## **MODIFICATION**

- Continue payment for remainder of 2008 Plan Year (PY) (7/1/09-12/31/09)
- Up to 5% increase each PY 2010 and 2011.
- Parties may petition PEBB if premiums exceed 5% each PY to pay out of reserve funds up to an additional 5%.

## **INTENT**

- To continue fully paid insurance for PY 2009.
- To agree to a contingency plan - if 2010 or 2011 premium composite rate exceed 5% each year without reopening negotiations:
  - Mutual request to use up to additional 5% each year from PEBB reserve funds;
  - Cap minimizes reduction to PEBB reserves due to self insurance status
  - LOA allows for order of use of PEBB reserve funds to minimize impact to self insurance status

# Article 31 – LOA

## Part Time Employee Health Insurance Subsidy

### **MODIFICATION**

- Provides continuation of the Employer subsidy for part-time employees:
- 2009 Part-time Subsidy
  - Employee Only \$206.94
  - Employee & Partner \$264.11
  - Employee & Child(ren) \$235.47
  - Employee & Family \$268.05
- 2010 Part-Time Subsidy
  - Employee Only \$227.30
  - Employee & Partner \$290.10
  - Employee & Child(ren) \$258.63
  - Employee & Family \$294.42

### **INTENT**

- To update the current subsidy for PT employees
- To minimize increase out of pocket costs to employees based on the premium cost increases
- To have PT employee continue to pay additional money if employee opts for a different plan other than the Part Time Plan or change to a different tier per PEBB eligibility regarding employee status

# Article 46 –

## Return to Classified Service

### MODIFICATION

- Applies to unclassified, exempt or management Service employees
  - Held a position in the classified service **immediately prior to appointment**
  - **Regular status** in their former agency {SEIU represented}
  - **Shall be restored** to their former status in classified service.

### INTENT

- To maintain past practice
- To provide clarity about the restoration rights

# Article 51 – Limited Duration Appointment

## MODIFICATIONS

### Section 4

- Clarified LDs with immediate prior regular status classified service will have layoff right to whichever classification is the greater salary range:
  - immediate prior classification, or
  - current workload LD classification
- Change affects only workload LDs who are employed greater than 17 months.
- Change becomes effective January 1, 2010

## INTENT

- To provide equity for layoff rights between workload LDs with immediate prior classified service and workload LDs hired new to state service.

# Article 51 – Limited Duration Appt. (cont)

## REVIEW

- DAS sends list of LD appointments to SEIU every 6 months
  - Ensure that the codes are used for type of appointment
    - 1 – Workload**      **2 – Grant**      **3 – Contract**
    - 6 – Project**      **7 – Position Reduction**      **9 – Other**

# Article 57 – Bereavement Leave

## MODIFICATION

- Added reference to Article 56-Sick Leave if employee needs time over the bereavement leave time to grieve a loss
  - Employee may request to use sick leave or if no SL available, LWOP may be requested
- Replaced reference to “customary obligations” with a definition of “discharging additional obligations”
  - Not eligible uses of bereavement or sick leave, but other leave may be used
- Added note that in-laws and step family members are part of immediate family definition

## INTENT

- To make easier reading format.
- To clarify leave time available if additional time to grieve is needed
- To provide better definition for the meaning of additional non-bereavement eligible obligations an employee may have, and the type of leave that may be requested to discharge those obligations
- To clarify inclusiveness of immediate family

# Article 70 - Layoff

## **MODIFICATIONS**

### Section 2-Layoff Procedure

- Added clauses on Limited Duration appointments
- Eligible Workload LDs:
  - May bump LD or permanent position after 17 month threshold.
  - Seniority calculated within geographic areas
  - Separate list for F-T and P-T
- Non-Workload LDs:
  - Not eligible to bump
  - Placed on Agency recall list after 2 year threshold

## **INTENT**

- To clarify rights of both workload and non-workload LDs during a layoff in Article 70
- To coordinate Article 51 with Article 70

# Article 70 - Layoff

## **MODIFICATIONS**

### Section 6

- Added eligible Limited Duration employees (i.e., Workload) laid off or demoted in lieu of layoff for placement on the reemployment list for the classification from which they demoted.

## **INTENT**

- To include Workload LDs for clarification of rights if employee is laid off or demotes in lieu of layoff
- Coordinate Article 51 with Article 70

# Article 70 - Layoff

## **MODIFICATIONS**

### Section 9-Agency Layoff Lists

- Added eligible Workload LD Duration employees separated from service in good standing by layoff or who demoted in lieu of layoff:
  - Placed on the reemployment list for the classification from which they demoted.
  - Placement on the list by seniority and for classification and geographic area
- Added non-Workload LDs placed on Agency Layoff List for recall by seniority and geographic area.

## **INTENT**

- To clarify Workload LDs of rights if demoted in lieu of layoff
- To coordinate Article 51 with Article 70

# Article 70 - Layoff

## MODIFICATIONS

### Section 10-Recall

- Added titling to sub-paragraphs for Same Geographic area and Different Geographic area recall.
- Clarified recall to a permanent position applies to permanent or LD (Workload or Non-Workload).
- Clarified that employee appointed to “permanent or seasonal” position is removed from the layoff list for that classification.
- Refusal of a recall offer to an LD appointment lasting more than 90 days does not remove from list.

## INTENT

- To reformat for easier reading.
- To include LDs for clarification of their rights.
- To coordinate Article 51 with Article 70

# Article 70 - Layoff

## MODIFICATIONS

### Section 11-Secondary Recall Rights

- Added eligible Workload LD employees who are laid off have the option to be placed on secondary recall lists by geographic area of their choice.
- Clarified that refusal of a recall offer to a permanent position by a permanent or Workload LD results in removal from the secondary recall list.

## INTENT

- To include Workload LDs for clarification of rights on secondary recall.
- To coordinate Article 51 with Article 70

# LOA Article 70 - Layoff

## **MODIFICATIONS**

- Extended recall right for Agency recall list (not secondary recall) to three years from current two.
- Does not extend other contract timelines, except that:
  - LSD—seniority will be adjusted for the break in service up to the 3 years.
  - Salary on return—the same salary step as the time of layoff.
  - RSD—adjusted by the amount of break and vacation accrual resumes at the rate at time of layoff.
  - SED—adjusted by the amount of break in service.
  - Trial Service--recall after two years employee subject to Article 49, except trial service period is for 90 days.
  - Sunsets June 30, 2011

## **INTENT**

- To include Workload LDs for clarification of rights if demoted in lieu of layoff
- To coordinate Article 51 with Article 70

# Article 71.1C – Seasonal Positions

## **MODIFICATION**

### Section 6

- Added language to cover seasonal part-time benefits and distinguish them from seasonal full-time benefits.

## **INTENT**

- Provide clarity for difference between seasonal full-time and seasonal part-time benefits.

# Other Notes & Housekeeping Changes

## **Article 32 – Overtime Review**

- Moved the LOA on sick leave and voluntary/mandatory OT to Article.

## **Article 48 – Veterans' Preference**

- Update statute ORS 408.225

## **Article 106 – Labor/Management Committees**

- INTENT Statement: DAS agreed to communicate to state agencies to use statewide labor management committees or other forums to develop a process that actively solicit ideas to improve services and/or save costs.

## **Article 123 – Inclement or Hazardous Conditions Review**

- Agencies must notify employees required to report to work by November 1<sup>st</sup> each year
- 2 weeks advance notice when designations change
- LWOP if employee mandated to report does not report to work