

## 2013-15 OUS/SEIU Collective Bargaining Agreement Changes

*Only Articles and Letters of Agreement with substantive changes are noted below. Articles and Letter of Agreements that incurred “housekeeping” or clarification changes, such as deleting references to “Appointing Authority” or specifying “calendar” or “working” days, are not listed below.*

### Article 2—Recognition

- Section 1(A):
  - Included as part of the bargaining unit temporary university employees who perform work in classified position; however, these temporary employees are not considered represented by the Union unless they have worked an **average of four (4) hours or more per week during the most recent calendar quarter, and have a reasonable expectation of continued employment.**
- Section 2:
  - Folded-in language from the previous Letter of Agreement (Article 2) to make clearer the requirements for management exclusions, and Union challenges to such exclusions, of bargaining unit positions based on supervisory, confidential, managerial or other unclassified status.

### Article 8—No Strike or Lockout

- Hold Employees accountable by stating that they cannot engage in work stoppages during the term of the agreement. The language previously applied only to the Union by stating that “Union shall neither cause nor counsel the members” to engage in a work stoppage.

### Article 9—Employer Rights

- Section 2:
  - When an Employee **requests in writing** an explanation of why we denied his/her request based on **“operational requirements” or “operating needs”**, we must **respond in writing in a timely manner.**
    - Employee request must be in writing; do not respond unless it is in writing

- Straightforward response recommended (i.e.; *Your request for vacation leave was denied based on operating needs because your time off would create insufficient staffing in the office.*)
- Timely manner is to be reasonable under the circumstances.

## Article 10—Union Rights

- Section 2. Union Organizer or Staff Representative Visitations
  - Union “organizers” or “staff representatives” with “approval from a responsible manager” shall be allowed “reasonable contact” with stewards, employees, management, regarding any actions or procedures under the Agreement.
    - “**With approval from**” = suggests prior approval
    - Contact **will not interfere** with normal flow of work (e.g., lunch hour, break, before or after work shifts)
    - **Union agrees** to provide Employer with a list of “authorized organizers and staff representatives”
- Section 6(B). List of Union Representatives
  - **Union is required** to send a list of names of “authorized” Union stewards and update such list within 5 work days of any change
  - **No obligation** to recognize an employee as a “union steward”, or accord a person with stewards’ rights **unless** he/she has been **authorized by the union** as a steward
- Section 9(A). Union Stewards Time Off
  - Stewards are given “**mutually agreed upon**” time off to represent employees in investigatory interviews or disciplinary meetings
    - Disciplinary meetings are those where you are reporting the determination of discipline to the employee, except for written reprimands. *See, Article 17, Section 5.*
- Section 13(G). Data Transmission
  - Change in terminology from “Ethnic Description” to “Race/Ethnicity”

- Section 16. PECBA Information Requests.
  - Where the Union requests information pursuant to the Public Employees Collective Bargaining Act (“PECBA”), the Employer will **acknowledge receipt** of the Union’s request **as soon as practicable** and reserves the right to challenge the Union’s request.
  - Where the Employer agrees to release information that is not exempt from disclosure, the Employer will **charge actual costs** for responding to the information request **in accordance with the State of Oregon Attorney General’s Public Records and Meetings Manual.**

**Article 13—Contracting Out** (*If contracting out is considered, please consult with HR Director and VP for Finance and Administration*)

- Section 1. Requirements
  - Sets forth the elements required before contracting out
    - Applies only when contracting out will **displace** bargaining unit members. Previously also applied when contracting out exceeded \$40,000 annually and did not displace.
      - Issue RFP (copy to Union)
      - Receive bids
      - Conduct feasibility study
      - Allow Union to submit alternate proposal
- Section 2. Feasibility Study
  - Conduct a study that identifies potential costs, service quality and other benefits resulting from contracting out.
    - Cost analysis in study **shall not include** indirect overhead costs for existing salaries or wages and benefits for administrative staff or for rent, equipment, utilities and materials, **except** to the extent such costs are attributable solely to performing the services to be contracted out.
    - Send the Union our feasibility study, bid from apparent successful bidder, and **all pertinent information** upon which we based our decision to contract out
      - What disclosable information did we use to form our conclusions?



## **Article 17—Discipline and Discharge**

- Section 2(C). Notification
  - When issuing written reprimands, denial of an annual performance pay increase, reduction in pay, demotion, suspension or dismissal, the following notification must appear on the discipline:
    - “If you choose to contest this action you have a right to be represented by the SEIU Local 503, OPEU and you must file an appeal within thirty (30) calendar days from the effective date of this action in accordance with Article 18 - Grievance and Arbitration Procedure.”
- Section 5(A). Investigatory Procedures
  - Employees have the right to request union representation for investigatory interviews and for meetings called to deliver disciplinary action other than written reprimands.

## **Article 18—Grievance and Arbitration Procedure**

- Section 1.
  - Clarifies what information must be included, when known, in a group grievance
  - When a meeting is requested by either party to discuss a grievance, the meeting must occur within 30 calendar days from the date of the request.
- Section 2.
  - For a grievance to be considered “filed”, it can either be postmarked, faxed, emailed, or hand-delivered to the appropriate office (i.e., supervisor, President or designee, OUS Office of General Counsel) by close of business day (5:00 p.m.).

## **Article 20—Differential Pay**

- Section 2(B). Special Duty Pay.
  - Staff Nurses and Registered Nurses who are assigned and are performing charge duties will receive an additional 5% (previously 0.33 cents) per hour worked in the performance of such assigned charge duties.
  - Added a subsection (H) for Early Childhood Assistant and Early Childhood Associate Teacher Special Education Differential.

- A differential of ten percent (10%) over base rate will be paid to employees in positions which **specifically require** and **have been specifically recruited** to work with children with **special needs** as a condition of employment. Children with special needs are defined as those who **meet eligibility criteria** to receive Early Intervention or Early Childhood Special Education services according to **Oregon Department of Education rules**. These positions will primarily be found in centers like Early Childhood Cares. The specialized knowledge and skills **must be** contained in the individual position’s position description.

**Article 21—Salary**

- Section 1.
  - 1.5% effective December 1, 2013
  - 2.0% effective December 1, 2014
  - For every one and six-tenths percent (1.6%) that the actual 2015 PEBB composite rate is below the projected five percent (5.0%) increase for Plan Year 2015, the two percent (2.0%) salary increase will be paid one (1) month earlier than the December 1, 2014 increase.
- Section 3 is deleted (applied to new classification during 2011 negotiations).
- Section 4 (now Section 3). Selective Salary Adjustments.
  - Effective November 1, 2013, the following classifications will move to the following salary ranges:

Classification	Class #	Current Range	New Range
Locksmith	4227	16B	18B
Medical Aide	6107	14	15
Parking Services Rep.	5550	11	12
Physical Therapists	6503	27	31
Refrigeration Mechanics	4470	20B	23B

## Article 24—Insurance

- Full Time Employees:
  - Plan Year 2013: No Change.
  - Plan Year 2014: OUS to pay 95% of premium contribution, Employee to pay 5%.
  - Plan Year 2015: OUS to pay 95% of premium contribution; Employee to pay 5%; however, when 95% of the statewide DAS/SEIU bargaining unit has an opportunity to choose between two (2) healthcare plans and full-time employees enroll in the least expensive PEBB health plan available to them, OUS will pay 97% of the premium contribution and the Employee will pay 3%.
- Part-Time Employees:
  - Plan Year 2013: No change.
  - Plan Year 2014: OUS will pay a part-time subsidy up to the following amounts, based on the employee's tier:
    - Employee Only: \$346.25
    - Employee and Spouse/Domestic Partner: \$452.34
    - Employee and Child(ren): \$395.94
    - Employee and Family: \$460.52
  - Plan Year 2015: OUS to pay rates approved by PEBB
- All Employees:
  - From September 1, 2013 through June 30, 2015, OUS will pay an additional \$40 monthly subsidy for employee's monthly premium contribution for employees with salary rates less than or equal to \$2816 a month. This subsidy will cease on June 30, 2015 or when an employee moves to a salary rate above \$2816 per month as a result of a salary increase other than the cost-of-living increases under Article 21—Salary.

## Article 25—Overtime

- Section 2. Overtime Work Definition.
  - Clarified to be consistent with changes made in Article 55—Work Schedules.
    - Overtime is time worked in excess of either:
      - 8 hours in a day;
      - 10 hours in a day for employees working a 4-10 schedule;

- The agreed-upon hours each day for employees working other repeating work schedules; or,
  - 40 hours in a work week
- Overtime for employees working a flexible schedule is time in excess of the agreed-upon hours each day or time in excess of 40 hours per work week
- Section 4. Eligibility for Overtime Compensation.
  - Employees in positions determined to be executive, administrative, or professional shall receive exchange time off for time worked in excess of 40 hours per week (eliminates 8 hours per day).

### **Article 27—Travel Allowance**

- Section 1.
  - Combined this Article with Article 28—Mileage Reimbursement
- Section 2.
  - When work related travel is approved, and the employee requests a travel advancement, we will provide such advancement pursuant to the University policy or the OUS travel policy.
  - If there is an overpayment of travel that is not returned, such amount will be deducted from the employee’s monthly pay.

### **Article 28—Seniority**

- This is a new Article. The language previously appeared in Article 48—Layoff.
- Section 1. Seniority Computation.
  - Continuous OUS service = 1 point for each full month of unbroken service; part-time service is credited on a prorated basis (*See*, Section 3).
- Section 2. Break in Service.
  - Defined as a separation or interruption of employment without pay of more than two (2) years.
- Section 4. Tie Scores.
  - When applying seniority under the Agreement, if two (2) or more employees in the University have equal seniority, **preference shall be given** in order of **greatest length of continuous OUS service**.

- If this method does not break the tie, **preference shall be given to the greatest length of continuous service in the University** shall be used.
- If the tie is still not broken, **preference shall be determined by the University** so as to conserve for the University the services of the **most qualified employee**.

### **Article 36—Limited Duration Appointment**

- Persons can be hired for special studies, projects, purposes of uncertain or limited duration which are funded by grants, contracts, awards student fees or legislative funding for a special project, or to replace a regular employee on leave of absence when it is known at time of hire that the leave will last at least six (6) months
  - These appointments shall be for a stated period, not exceeding two (2) years, but shall expire earlier if the special study, project, purpose or leave terminates.

### **Article 42—Holidays**

- Section 8. Holiday Scheduling.
  - Added subsection (F).
    - If an employee requests time off on a holiday, subject to the **operating needs** of the University, the time will be granted.
    - If two (2) or more employees request off the same holiday, and the employees cannot come to an agreement resolving who shall get the time off, the employee having the **greatest length of service** with the University shall be granted the time, if requested by the employee in writing
      - This “length of service” consideration shall not be given more than once in every two (2) years for any given holiday.

### **Article 44—Leaves of Absence Without Pay**

- Section 2. Unpaid Leave for Military or Legislative Duty.
  - Permits an employee who is elected to the Oregon Legislature to seek leave without pay, which shall be approved, to attend legislative sessions, as well as, preparation time not to exceed thirty (30) calendar days for regular odd-year sessions, seven (7) calendar days for regular even-year sessions, and one (1) calendar day for special sessions.

## Article 48—Layoff

- Section 3.
  - Added new subsection (K).
    - When an employee is displaced, upon request of the Employer, the chief steward or designated steward will work with Human Resources in explaining the displacement process to the displaced employee and other bargaining unit members in the receiving unit.

## Article 51—Temporary Interruptions of Employment-Lack of Work

- Section 2.
  - An employee affected by a temporary interruption of employment may use any form of **accrued** paid leave (vacation, compensatory time, personal), **except for sick leave** (unless sick leave has been pre-approved).

## Article 54—Position Descriptions and Performance Evaluations

- Section 2.
  - Performance evaluations are not to be used for purposes of disciplinary actions or layoff; nor shall they be used as evidence by either party in grievance or arbitration cases, except in the case of denial of annual performance pay increases.

## Article 55—Work Schedules

- Section 1.
  - Clarified work schedules as follows:
    - **Regular work schedule:** is a repeating work schedule with the **same starting and stopping time**, not exceeding forty (40) hours in a work week, on either five 8-hour days or four 10-hour days
    - **Flexible work schedule:** is a work schedule with **varying starting and/or stopping times**, but which does not exceed forty (40) hours in a work week, and is **agreed upon in advance by the employee and supervisor**.
    - **Other repeating work schedules:** will be agreed upon in advance by the employee and the supervisor.

- Section 9.
  - An employee may request **in writing** authorization to **change** his or her **work schedule**. The employee's request **must include** the **duration of the change** in schedule and **address how the operating needs of the university could be met**. The supervisor will give full consideration to the request and **respond within thirty (30) calendar days of receipt**. The supervisor will deny the request only for reasons which are reasonably related to university operating needs. **If** the request is **denied**, the **reason(s)** will be **given** to the employee **in writing**.
  
- Section 11.
  - Added a new section on telecommuting. An **employee's written request** to the chief human resources office or designee to telecommute will be **approved or denied** based on the **operating needs of the University** and pursuant to the **University telecommuting policy** or the **OUS telecommuting policy** (if the University does not have a telecommuting policy).

#### **Article 61—Education, Training and Development**

- Section 1.
  - Each University shall **make available** educational and developmental opportunities to support the training and professional development for all employees **at least once per year**.
  
  - **Any denial** of an **employee's written request** to access these opportunities **shall be in writing**, listing the reasons for the denial.
  
- Section 7.
  - Added a new section. Each January, the OUS will **provide notification** to employees of their obligations under the Oregon mandatory child abuse reporting statute (ORS 419.005 *et al.*) and **make available training materials** relating to those obligations. Employees will be allowed a reasonable amount of time during work hours to review these materials, each year.

#### **Article 63—Inclement Weather**

- Section 2.
  - The University's designated official shall notify employees prior to the beginning of their work shifts, not to report to work because of closure of facilities or curtailment of work due to inclement weather or hazardous conditions.

- The University will announce such on its **website and on a recorded message line** (at a minimum) as well as using any other information system it chooses, such as local radio or television stations, individual telephone calls or other locally appropriate methods to make reasonable efforts to notify employees of the closure or work curtailment by **no later than 6:30 a.m.**
- By October 1, the University must notify employees of the methods to be used in making such announcements.
- It will be the **responsibility of the employee to monitor** the methods used to insure he/she **does not report to work** in a situation where there has been a closure of facilities, **or reports late** during a curtailment of work, due to inclement weather or hazardous conditions.
  - **If the Employer provided the proper notice** (i.e., website or recorded message before 6:30 a.m.), **an employee** who reports to work when there has been a closure of facilities due to inclement weather or hazardous conditions **will not be paid show-up compensation** under Article 30.

#### **Article 67—Commercial Drivers’ License**

- This is a new Article. Previously it was a letter of Agreement.
- Applies to any bargaining unit employee who is **required to possess a commercial drivers’ license** and **perform safety-sensitive functions**.
- Section 6. Refusal to Test.
  - A refusal to test will constitute **just cause** for discharge.
- Section 10. Requested Written Information.
  - Written verification of a positive drug test will be sent to the Union representative **only after** the University receives a **written release from the employee** authorizing the University to send the Union representative written verification of the positive drug test results.

#### **Article 68—Represented Temporary Employees**

- Section 1.

- A person who is appointed to a temporary position may be scheduled to work at the discretion of the supervisor when the workload for the position so justifies without penalty pay under Article 30.
- Section 2.
  - Management retains the sole and exclusive right to end the appointment.
- Section 3.
  - Employment status conveyed to outside interests (such as lending institutions) by the University will reflect duration of employment rather than status of employment.
- Section 4.
  - Represented temporary employees will have the same rights as other bargaining unit employees as enumerated below:
    - Same base rate of pay for the appropriate classification for regular status employees. Effective upon signing of this agreement, rates or pay will be within the ranges, minimum and maximum, according to the salary appendices in this Agreement.
- Section 5.
  - Represented temporary employees will be paid on an hourly basis. The Employer shall have the sole and exclusive right to schedule temporary employees.
- Section 6.
  - It is understood that represented temporary employees are not eligible to accrue vacation, sick leave or personal leave.
- Section 7.
  - Non-exempt represented temporary employees will receive time-and-one-half for actual hours worked over forty (40) hours in a work week.
- Section 8.
  - Represented temporary employees will be eligible for time-and-a-half for work on a recognized holiday.

- Section 9.
  - The University will provide represented temporary employees with a written list of duties consistent with their job classification.
  
- Section 10.
  - Except for employees working four (4) 10 hour (4/10) work day schedules, employees shall receive a rest period of fifteen (15) minutes in every four (4) hours working time to be taken insofar as practicable in the middle of such working period.
  
  - Employees working 4/10 hour work day schedules shall receive a rest period of twenty (20) minutes in every five (5) hours working time to be taken insofar as practicable in the middle of such working period.
  
  - Ordinarily, meal periods are not considered time worked. However, those employees who are not relieved from their work assignment and are required to remain in their work area when eating shall have such time counted as hours worked.
  
  - Whenever the job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of their work day to clean themselves. Time for cleaning equipment shall be considered a part of the employee's work day.
  
- Section 11.
  - Payment of shift differential under Article 20, Section 4 will continue for represented temporary employees where the current practice is to apply this Section to temporary employees.
  
- Section 12.
  - Only the following Articles or Sections within Articles of this Agreement apply to represented temporary employees:
    - Article 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 14, 15, 16, 18, 19, 20 (only Sections 2(A) and 3(A)), 21, 22 (only Sections 1 and 11), 23, 27, 28, 31, 33, 56, 62, 63 (only Sections 1 and 2), 65, 67, and 68.
  
  - Only the following Letters of Agreement apply to represented temporary employees:
    - Article 21—Salary, Drug and Alcohol Testing Policy for OSU Ship Operations Personnel, Criminal Background Checks Policy

Implementation, and Reduced Meal Cost of Food Service  
Employees—Oregon State University.

**Letter of Agreement (Article 15—Parking)**

- Within ninety (90) calendar days of ratification of this Agreement, either each **University's Labor-Management Committee**, or **a bargaining team member or designee from the Union and from the Employer** at each University, will meet with the appropriate University parking authority to **discuss reduced parking fees for certain classified employees**. Any agreement reached by a University parking authority will not be binding on any other University authority within the OUS.

**Letter of Agreement—Article 22 and 66**

- Full step increases effective **July 1, 2014 and July 1, 2015**.
  - However, if the **Legislature**, during its February 2014 session, **approves an incremental appropriation** of approximately **\$1.15M** in State General Fund monies to the Oregon University System **for the express purpose of providing additional compensation for all classified employees** at the **technical and regional universities** within the system, **all member universities** will **accelerate the full step increase** in both years of the contract **to the salary eligibility date**. In case of partial funding, the adjustment of the effective date of the step increases will be prorated.
- Employees who advanced on the pay scale between July 1, 2013 and October 31, 2013, have been restored to their former salary rate in effect on June 30, 2013 with no repayment required.
  - **Subsequent step increases** for these employees **shall be delayed** by the **same number of months** that the July through November 2013 increases were in effect so as to be equitable to other employees.

**Letter of Agreement—Article 50**

- This LOA expired June 30, 2013, except that it continues to apply to employees who enrolled in the academic year paychecks plan on or before October 15. Effective October 16, 2013, no additional employees were eligible to participate in the plan and those who enrolled and opt out of the plan will not be eligible for reentry into the plan.