SEIU/DAS BARGAINING 2015-2019 TENTATIVE AGREEMENT SUMMARY

Articles not summarized below remain unchanged as Current Contract Language

Central Table

<table>
<thead>
<tr>
<th>Article</th>
<th>Description</th>
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<tbody>
<tr>
<td>Article 2 – Recognition</td>
<td>Removes Blue Mountain Recovery Center, Oregon Health Licensing Agency, Department of Community Colleges &amp; Workforce Development, Oregon Student Assistance Commission, Oregon State Fair and Exposition Center. Adds the Higher Education Coordinating Commission. Updates the list of Articles that apply to temporary employees.</td>
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<tr>
<td>Article 4 - Term of Agreement</td>
<td>Four year term of agreement (2015-2019). A re-opener after two years (2017) on differentials, COLAs, selective salary increases, and insurance.</td>
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<tr>
<td>Article 10 - Union Rights</td>
<td>Allows for electronic and voice recordings as acceptable forms of membership authorization. Makes the Union the custodian of membership records. Includes maintenance of effort language.</td>
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<tr>
<td>Article 13 – Contracting Out</td>
<td>Increases the dollar amount that requires a feasibility study to $60,000. Updates the language regarding the notification of feasibilities studies to current practice: notification arrives with feasibility study.</td>
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<tr>
<td>Article 14 – Negotiations Procedures</td>
<td>Removes Blue Mountain Recovery Center, State Fair, and Oregon Health Licensing Agency.</td>
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<tr>
<td>Article 21 - Grievance and Arbitration Procedure</td>
<td>Grievances filed under Article 101 start at Step 2. Updates that ODOT Step 1 grievances are to be filed with the District Manager. OPRD step 1 grievances are to be filed with the Park Manager.</td>
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<tr>
<td>Article 26 – Differentials</td>
<td>Expands the Pesticide/Herbicide Spray differential to people assigned work involving the preparation, handling, and/or application of pesticides/herbicides and clean-up work and licensed pesticide/herbicide applicators who drive during applications. Electrician 2s and 3s will receive a shift differential.</td>
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<tr>
<td>Article 26T – (Temporary Workers)</td>
<td>Creates a new article that clarifies that temporary workers are eligible for both the bilingual and shift differentials.</td>
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<tr>
<td>Article 27 - Salary Increase</td>
<td>Effective December 1, 2015, a 1.48% COLA. Effective December 1, 2016, a 2.75% COLA. Deletes classifications no longer used: Veterans Benefit Consultant, Publications Editor, Architectural Space Planner, Architectural Consultant, Meteorologist, Voc Rehab Evaluation Center RN, Cartographic Program Specialist.</td>
</tr>
<tr>
<td>Article 28 – Classification Old SR New SR</td>
<td>Administrative Law Judge 2 32 33 Chaplain 23 24 Data Entry Operator 11 12 Mail Delivery Driver 14 15 Mail Services Assistant 10 12 Governmental Auditor (Entry) 19 20 Governmental Auditor 1 23 24</td>
</tr>
<tr>
<td>Article 31 – Insurance</td>
<td>For plan years 2016 and 2017, for workers enrolled in a medical plan that is at least 10% lower in cost than the monthly premium of the most expensive medical plan, the State will pay 99% and workers will pay 1% of the premium. For plan years 2016 and 2017, for all other workers, the State will pay 95% and workers will pay 5%. For plan years 2016 and 2017, part-time workers will have access to both the 95%/5% premium share and the 99%/1% premium share. The Kaiser Deductible plan will be considered a &quot;lower cost plan&quot; for plan year 2016 only. The PEBB Member Advisory Committee (PMAC) will work with the State to create an educational video on the health insurance plans available to workers by October 1, 2015. For every 1.82% that the projected funding composite rate is below the projected 3.4% increase for Plan Year 2017, the December 2016 COLA will be paid 1 month earlier, but no more than 2 months earlier.</td>
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<tr>
<td>Article 32 – Overtime</td>
<td>Sick time will be counted towards overtime when a worker is mandated on a day he/she is already working.</td>
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<tr>
<td>Article 46 – Return to Classified Service</td>
<td>Article is eliminated; management has no return rights to the bargaining unit.</td>
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<td>Article 49 – Trial Service</td>
<td>Trial service will now exist for lateral transfers within an Agency to a different classification, lateral transfers between agencies, and rehires within two years of separation. During trial service, supervisors will provide feedback to employees regarding work habits and ability.</td>
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<tr>
<td>Article 56 – Sick Leave</td>
<td>Adds being a victim of domestic violence as a reason to use sick leave. Eliminates language requiring hardship donations to first pay for the employee’s health insurance. Creates the ability for workers on parental leave to receive hardship donations. Increases the amount of vacation time an employee may save when on FMLA or OFLA to 60 hours.</td>
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<tr>
<td>Article 58 – Holidays</td>
<td>The day after Thanksgiving is a now a holiday for all state workers. Veterans Day is now a holiday for the Board of Dentistry.</td>
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<tr>
<td>Article 58T – Holidays Temporary Employees</td>
<td>Clarifies how temporary employees will be paid on holidays — they shall be paid at time and one half for all hours worked on the holiday, and will receive holiday pay for the remainder of their regularly scheduled shift up to eight hours.</td>
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<td>Article 63 – Parental Leave</td>
<td>Includes adopted children in parental leave.</td>
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<td>Article 66 – Vacation Leave</td>
<td>Regular employees will be able to use their vacation leave after working six months rather than six full calendar months. Seasonal employees will be able to use their vacation leave after working 1,040 hours. Increases the amount of vacation that a worker can cash out in the event of a separation to 300 hours. After working six months, rather than six full months, a worker can now transfer 100 hours of vacation when transferring to a new Agency rather than 80.</td>
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<tr>
<td>Article 71 – Seasonal and Intermittent Employees</td>
<td>Seasonal employees will be considered internal candidates for jobs they apply for within their Agency, even during their off season, as long as they have recall rights.</td>
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<tr>
<td>Article 90 – Work Schedules</td>
<td>Subject to the operational needs of the Agency, all employees have the opportunity to request a temporary modification of their work schedule.</td>
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Article 101 and 101T - Safety and Health
- A complaint form to report violations of the Maintaining a Professional Workplace Policy will be accessible to all workers both online and through the Agency’s Human Resources Department.

Article 133 - Domestic Violence, Harassment, Sexual Assault or Stalking Victim Leave
- Incorporates new legislation that allows for 160 days of paid leave for victims of domestic violence, harassment, sexual assault, or stalking who have exhausted all other forms of paid leave.
- Employees will be given a reasonable amount of time to obtain certification if it is requested.

Letter of Agreement – Article 15 – Commuting Costs
- The State will explore whether it is possible to do pre-tax deductions for qualifying cycling costs.

Letter of Agreement – Telecommuting
- Requests to telecommute or telework will be responded to within 30 days.
- If a request is denied or rescinded, management will specify the reason in writing.

New Letter of Agreement – PERS Pickup Transition
- On November 1, 2016, salary rates will increase by 6.95% and, at that time, workers will begin to make their own 6% contribution to their PERS account. The contributions shall be treated as “pre-tax” contributions.

New Letter of Agreement – Volunteer Firefighter Leave
- Creates the ability for workers who are volunteer firefighters to use accrued leave other than sick leave to respond to an emergency summons.

New Letter of Agreement – Article 80 – Classification Study
- The State will conduct classification studies on the Recreational Specialists, Transportation Operational Specialists, and the Mental Health Specialists.

New Letter of Agreement – Ban the Box
- The State will eliminate questions about criminal history from recruitment announced, employment applications, and any supplemental questions.

New Letter of Agreement – Pay Equity
- The Union will be able to make recommendations to the State on how to close any wage gap that is found in the Wage Equity Survey currently being conducted by Portland State University.

New Letter of Agreement – Staff & Career Development
- Creates a Labor-Management Committee to recommend best practices regarding workforce and career development systems.
- The committee will be made up of four union members and four management members, with one co-chair from the union and one co-chair from the State.
- This Committee will present its recommendations on best practices, benchmarks, and metrics to both the State and the Union.

Letter of Agreement – Joint Committee - Salary Survey
- This committee will sunset.

Human Services Coalition

Article 66.1 – Vacation Scheduling
- An employee shall request the dates of his/her vacation in advance and the Agency shall grant or deny the request for vacation within 10 calendar days. This shall not require that the use of vacation time be requested 10 calendar days in advance.

Article 121.1 – Education, Training, and Development
- Any employee who was interviewed for a competitive job rotation or developmental may request and shall receive in writing an explanation of the reasons he/she was not selected.

Article 90.1M – Work Schedules
- If an employee is required by their supervisor to continue to work through lunch and an alternate lunch cannot be provided during the employee’s scheduled shift, the employee shall have such time counted as hours worked.
- With prior approval, an Administrative Law Judge may account for scheduled hours by working during any hours in the Agency work week. Management may require an ALJ granted such approval to be available or to be present at the ALJ’s work location, or to travel, during reasonable and consecutive hours designated by management, based on operational needs, up to 10 hours in a weekday.

Article 10.1C – Union Stewards – Employment
- There is no limit on how many stewards the Employment Local can have.

Article 71.1C – Seasonal Positions – Employment
- In the event that a seasonal employee fails to maintain at least 80 paid regular hours because of being unscheduled, the employee shall be allowed to use available vacation or comp. time to maintain eligibility for health insurance.

Article 45.1M – Filling of Vacancies – DHS/OHA
- Voluntary Lateral Transfer – A supervisor who is hiring may consider transfer candidates only, or may consider both transfers and other candidates. In all cases, lateral transfers to the same classification shall be considered and offered an initial interview, subject to meeting any special qualifications of the position.

Article 70.1M – Geographical Area for Layoff – OHA
- Provides an additional option (option 5) for layoff rights under Art. 70, which is anywhere in the state within OHA in a vacant position which the agency intends to fill within the same or lower classifications for which the employee qualifies.
- Employees who select option 5 will not be placed on any geographic area layoff list for the classifications from which they are being laid off.

Letter of Agreement – Article 49.1C – Trial Service – Employment
- Each person appointed to a Business and Employment Service Specialist 1 will serve a trial service period of 9 months.
- The employees will receive a position description and training plan within the first 30 days, an informal evaluation at 3 months, a written performance appraisal at 6 months, and an updated training plan for the last 3 months.
- When performance has clearly demonstrated the competence of the employee, the employee may at any time be appointed to regular status.
- If the employee does not receive a written performance appraisal by the end of the first 6 months, the employee will automatically assume permanent status.
- Business and Employment Specialist 1s will not be reclassified to Business and Employment Specialist 2s until they have been employed in the position for 12 months, regardless of completion of the trial service period.

- Individuals within DDS will be required to complete and pass a federal background investigation, including a credit history check in accordance with the Homeland Security Presidential Directive (HSPD – 12).
- If any DDS employee hired prior to October 2015 is denied suitability, DHS will hold the employee harmless and offer the employee an alternate position within DHS. DHS will attempt to find a position within the same salary range for the employee, dependent on the ability to meet the minimum qualifications of a position within the same salary range. If DHS is unable to provide the employee with a position within the same salary range based on an inability to meet minimum qualifications, DHS will continue to see alternate positions at the next lower salary range until a position is found in which the employee is able to meet the minimum qualifications.

Institutions Coalition

Article 10.2A – Union Stewards/Rights (OYA Youth Correctional Facilities and Camps)
- Adds language that allows a Steward to be present when a worker is reporting inappropriate workplace behavior and/or retaliation.

Article 10.2C, G, H – Union Stewards/Rights (OSH, Pendleton Cottage)
- Adds language that allows a Steward to be present when a worker is reporting inappropriate workplace behavior and/or retaliation.

Article 10.2K – Union Stewards (OYA Administration and Field Services)
- Adds language that allows a Steward to be present when a worker is reporting inappropriate workplace behavior and/or retaliation.
Article 26 - Differentials
- Creates new 5% differential for workers in the Clinical Psychologist 2 classification who are licensed in & assigned the duties of Forensic Evaluation services.
- Creates new 5% differential for workers in the Psychiatric Social Worker classification who are licensed clinical social workers (LCSWs) or licensed independent clinical social workers (LICSWs).

Article 26 LOA 13-247 Unit Stabilization Differential - Harbors Building (OSH)
- This Letter will sunset.

Article 29.2 Salary Administration (Institutions Coalition) – New Article
- Adds language that requires the Agency to issue a check within three business days if an error causes a worker’s monthly pay to be short by $100 or more.

Article 32.2 C,6.H LOA 07-159 – Overtime Selection: CAN & LPN Volunteers (OSH)
- Deletes reference to Portland campus.
- Requires an employee to give notice at least six hours prior to their scheduled voluntary overtime shift.

Article 35.2K – Phone Calls (OYA Administration and Field Services)
- (Housekeeping) Updates the list of the classifications that have a special transfer process to reflect the current title of those classifications.

Article 45.2A – Filling of Vacancies (OYA)
- Deletes language requiring management to send an agency-wide email notice of vacant positions.

Article 45.2C,G – Filling of Vacancies (OSH)
- (Housekeeping) Updates the list of the classifications that have a special transfer process to reflect the current title of those classifications.

Article 45.2A/90.2A Letter of Agreement 15-259
- This Letter will sunset.

Article 45.2C,G Letter of Agreement – Pre-Bid and Filling of Lateral Transfer Process
- Adds the MHST, Cook 1 & 2, Food Service Worker 2 & 3, and Custodian job classifications to the pre-bid process.
- Adds language that removes a worker from consideration for a transfer for the remainder of the quarter if they do not respond to an offer within 24 hours for more than 3 consecutive offers.
- Allows an employee removed from trial service after a promotion to retain continuous seniority in their previous classification.

Article 58.2C New Letter of Agreement - Holiday Scheduling (OSH)
- Requires that workers are in pre-authorized pay status for the last workday before the holiday and the first workday after the holiday.
- Allows workers mandated on a holiday the opportunity to decline their next mandated overtime shift and move to the bottom of the mandate list.

Article 60.2A Letter of Agreement 13-241 - Leave With Pay (OYA)
- This LOA is fully incorporated into the contract into a new Article 60.2A.

Article 60.2A New Letter of Agreement - Committee on Staff Assault Administrative Leave (OYA)
- Creates a joint Labor/Management Committee to track and analyze staff injuries due to youth assaults.
- Committee is tasked with developing recommendations to address issues and concerns relating to staff injuries due to youth assaults.

Article 66.2A - Vacation Scheduling (OYA)
- Incorporates Letter of Agreement language changing the vacation scheduling year from Jan. 1-Dec. 31 to Feb. 1-the following January.
- Allows an employee to add up to 24 hours of personal leave time into their annual vacation bid.
- Adds language requiring the Institution or Facility to grant or deny vacation requests within 15 calendar days of the request when it is submitted less than 30 days from the requested date.
- Adds language statin vacation requests will not be arbitrarily denied.

Article 90.2A - Shift Scheduling (OYA)
- Incorporates Letter of Agreement language that allows shift trading between two employees.

Article 90.2A LOA 13-242 - Facility Tumble Transitions (OYA)
- This Letter will sunset.

Article 90.2C – Work Schedules (OSH)
- Deletes references to Portland Campus.
- Incorporates into the contract Letter of Agreement language that allows personal business leave to be utilized in any increment when an employee is unable to report to work on time.
- Incorporates into the contract Letter of Agreement language that allows shift trading.
- Adds language regarding Weekend Scheduling of LPNs on the Salem campus.

Article 90.2C LOA 13-227 Thirteen-Hour and 20 minute Shifts (OSH)
- Deletes the “Special Qualification” items including: acceptable attendance history, reliable attendance, physically capable of working the hours, and having a desire to work the shift.
- Deletes language allowing the Agency to enc this weekend shift schedule.

Article 90.2C LOA – Work Schedules, Portland Campus Unit 1B Closure
- This Letter will sunset.

Article 90.2H – Work Schedules (Pendleton Cottage)
- Incorporates into the contract Letter of Agreement language allowing shift trading.

Article 97.2C,G,H Scheduling Comp Time (OSH, BMRC, Pendleton Cottage)
- Changes the dates for computing annual accrual of compensatory time to November 1 through October 31.
- Changes the date that employees must decide whether to cash out unused comp. time or carry over up to 60 hours to November 1.

Article 101.2CH – Safety and Health (OSH, Pendleton Cottage)

Article 121.2A - Education, Training, and Development (OYA)
- This Letter will sunset.

Article 121.2C – Education and Development (OSH) – New Article
- With management approval, allows employees to use accrued paid leave (vacation or compensatory time) or leave without pay to attend training or education courses related to employment.
- Allows up to 9 months of leave for educational purposes. This leave is subject to management approval and accrued vacation and compensatory time must be exhausted before leave without pay may be utilized.

New Letter of Agreement
- Management agrees to complete a class and comp study for custodians at the state hospital by June 30, 2016.

BMRC
- All references to BMRC will be deleted

ODOT Coalition

Article 26 – Differential Pay
- ODOT: Expands 5% inmate differential for ODOT IS employees.

Article 26.3E – Differential Pay (ODFW)

Article 32.3 – Overtime
- ODFW: Creates limitation on consecutive hours worked for ODFW employees who are not deemed necessary to meet operating requirements.

Article 33.3A – Meal Allowance
- ODOT: Clarifies who is eligible for a meal allowance.

Article 36.3ACD – Travel Policy
- ODOA: Adds new section for Aviation meals.

Article 40.3 Work Schedule Premium Pay
- ALL: Moves 40.3A Letter of Agreement allowing choice of compensation for call back (Comp or Cash) into body of contract and expands to include all agencies.

Article 45.3A – Filling of Vacancies
- ODOT & OPRD: Requires interview for lateral transfer requests.
- OPRD: Allows seasonal workers to apply to job openings as internal applicants in their off season.
Article 58.3 – Holiday Scheduling
• ALL: Clarifies Call Back Compensation on Holidays.
• ALL: Allows for Holiday Pay for Temporary workers.
• ODOT Excluding DMV: Incorporates into the contract 90.3A Letter of Agreement on Holiday Flexibility for 4/10 schedules.

Article 90.3C1 – Work Schedules
• ODF: Provides for Temporary FICC employee compensation if they are unable to take rest periods or lunches.

Article 121.3D – Education, Training and Development
• ODOT & OPRD: Increase boot allowance to $200.
• ODOT: Increase annual clothing allowance to $245.
• ODOT: Add Natural Resource Specialist Classification Series to Annual Clothing Allowance.

Article 122.3AB - Uniforms, Protective Clothing, Tools
• ODOT: Increase Forestry boot allowance to $230.

New Letter of Intent – ODFW CDL Holders
• ODFW: Provides for agency education on PEBB vouchers for CDL Medical Certification.

New Letter of Intent – ODF Incident Management Rest
• ODF: Agency commits to creating new policy on scheduling incident management rest (rest and rotation).

New Letter of Intent – Tree Fallers
• Initiates workgroup with representatives from all affected agencies to study tree faller criteria and usage in the agencies.

New Letter of Intent – ODFW Hosts
• ODFW: Provides for union input to update Volunteer Manual and how to hold volunteers accountable to the Volunteer Code of Conduct.

New Letter of Agreement – DMV Weekend Work
• DMV: Moves language covering weekend work from the body of the contract to a letter of agreement.

New Letter of Agreement – State Fair Deletion
• OPRD: Deletes all references to the State Fair throughout the contract.

Letter of Agreement 02.3B-30-75 – State Fair Recognition
• OPRD: Deletes letter of agreement.

Letter of Agreement Article 26 - Differential Pay
• OPRD: Extends Office Coord. differential of 5% until class study is completed.

Letter of Agreement 26.3A – DMV Inmate Differential
• DMV: Modify to include ASIs as well as ASIs in the 5% Recruitment and Retention Differential.

Letter of Agreement 32.3E-07-145 – ODFW Hunt Surveys
• ODFW: Deletes language on what to do when the employee pool is exhausted.
• ODFW: Deletes the limitation on number of employees for each survey group.

Letter of Agreement 34.3E-11-208 – ODFW Standby Duty
• ODFW: Deletes Letter of Agreement.

Letter of Agreement 40.3A-03-85 – ODOT Call Back
• ODOT: Incorporates Letter of Agreement into body of contract.

Letter of Agreement 66.3B-11-206 – OPRD Vacation in Season of Choice
• OPRD: Modifies to delete first line and clarifies request is for “at least” one week, but may take more than one week of vacation.

Letter of Agreement 90.3A-11-205 – Flexibility for Holiday 4/10 Schedules
• ODOT: Incorporates Letter of Agreement into the body of the contract.

Letter of Agreement 122.3B-11-207 – Parks Boot Eligibility Education
• OPRD: Modifies to have the education in a yearly email.

Letter of Agreement 00.00-05-137 – ODFW Employee Recognition Plan
• ODFW: Modifies to have the labor management committee discuss a replacement award should the award exceed $50.

Specials Coalition

Article 10.5 – Union Rights/Stewards
• Oregon Department of Education will now be allowed twelve stewards for the Agency. This is an increase of three stewards.
• Health Related Licensing Agency will now be allowed two stewards at Boards where there are twenty-five or more employees, and one steward at Boards where there are fewer than twenty-five employees.

Article 29.5A Letter of Agreement - Salary Administration (OSD and YCEP)
• Letter of Agreement to form a task force of union and management that will investigate implementing year-round pay for academic-year employees at the Department of Education. If the payroll challenges can be worked out, academic-year employees will have the option to prorate their salaries by 9, 10, or 12 months beginning the 2016-2017 school year.

Article 32.5H,N,Q,T,V - Overtime (Revenue)
• All employees who work authorized overtime shall have the option to be paid in cash or receive compensatory time off.

Article 45.5 - Filling of Vacancies
• For promotional or transfer opportunities including voluntary demotions, all Agencies in the Specials Coalition now have a minimum of seven business days for posting such vacancies. Agencies that previously had posting language for more than seven business days were able to retain their language.
• All employees may now request a lateral transfer or demotion due to a serious medical need, and the Agency may give consideration to those requests. Such requests shall not be arbitrarily denied.

Article 45.5I - Filling of Vacancies (OHCS)
• Removed restrictions on interview leave time. All interview leave time will be in accordance with Article 45.

Article 58.5 - Holidays
• Allows employees to choose between pay or eight hours of compensatory time for holidays falling on a normally scheduled day off.

Article 61.5 - Leaves of Absence Without Pay
• Employees in the Specials Coalition can now request leave without pay for up to one year, and still maintain their sick leave balances. Requests for leave without pay will not be arbitrarily denied.

Article 121.5 – Education, Training, Training and Development
• All employees may now request a lateral transfer or demotion due to a serious medical need, and the Agency may give consideration to those requests. Such requests shall not be arbitrarily denied.

Article 121.5 - Education, Training, Training and Development
• The employer will make every reasonable effort to promote job-related continuing education, development, and career advancement.
• Eliminates broad language for denials or rescindment for training or education; now they shall only be for limited reasons.

New Letter of Agreement - Employee Recognition Plan (DCBS)
• The Agency shall continue with the Employee Length and Service Awards Program as outlined in their policy. The Agency shall coordinate a joint labor-management meeting to review and make recommendations to the Agency regarding the administration of this policy.

New Letter of Agreement - Employee Recognition Plan (OMB)
• The Agency shall develop, implement and maintain an Employee Service Recognition Awards Policy. The Agency shall coordinate a joint labor-management meeting to review and make recommendations to the Agency regarding the administration of this policy.