

**SEIU/DAS BARGAINING 2021-2023 TENTATIVE AGREEMENT SUMMARY**  
**Articles not summarized below remain unchanged as Current Contract Language**

**Central Table**

**Article 4 - Term of Agreement**

- Two-year term of agreement (2021-2023).

**Article 10 - Union Rights**

- Guarantees that Stewards will have access to appropriate equipment and space when doing representational work.
- Clarifies time is paid for investigating and processing grievances and listed meetings.
- Adds ADA accommodation request meetings to list of paid time for stewards.
- Grants stewards one hour per month to attend meetings or trainings that are non-political in nature.
- Updates authorization language for dues.
- Supervisor's name and email is added to list of information that the Union will receive from the State.

**Article 19 – Personnel Records**

- Updates language to reflect the fact that personnel records are being kept electronically.
- Adds clarifying language for early removal of negative material.
- Clarifies that material removed from a personnel file cannot be used in future disciplinary action.

**Article 19 – Personnel Records (Temporary Employees)**

- Updates language to reflect the fact that personnel records are being kept electronically.

**Article 20 – Investigations, Discipline, and Discharge**

- Creates an Investigatory Interview section.
- Includes language from Article 10 about paid status.
- Investigatory interviews notifications will include the nature of the investigation.
- Both the employee and the employer have the right to record investigatory meetings.
- Relocates the Weingarten Section so that it follows the Investigatory Interview section.
- Union will receive notification of people duty stationed at home if there are no stewards.
- Investigations shall be completed in 120 days. If they are not, the Agency will notify the Union and DAS as to why and how much more time will be needed (no more than 30 days at a time.)
- All references to performance pay have been removed.

**Article 21 - Grievance and Arbitration Procedure**

- The Union will provide a copy of the Step 3 grievance to all agencies included in group grievances.
- The State will send copies of all grievance responses to the Union.
- Clarifies that any discipline associated with a last chance agreement will be separate from the agreement.
- Last chance agreements will be removed from the employee's personnel file when they expire.
- Updates list of arbitrators.

**Article 26 – Differentials**

- High Work Differential: Reduces distance from 20 feet to 6 feet and updates the names of the restraint systems.
- Bilingual Differential: Clarifies that only employees receiving the differential can be required to provide interpretation or translation.
- Multilingual Differential: Clarifies that only employees receiving the differential can be required to provide interpretation or translation.
- Engineering and/or Geologist License: Adds DOGAMI.
- Shift Differential: Removes salary range cap for who receives the differential. Adds language that would allow people to waive the shift differential in order to work a schedule not usually offered at an Agency.
- Essential Worker Pay: Adds a differential of \$1.00 per hour when an employee is required to report to work when there is a situation that arise that would otherwise allow them to access the leave provided under LOA 123.00-18-311.

**Article 26T – Differentials**

- Bilingual Differential: Clarifies that only employees receiving the differential can be required to provide interpretation or translation.
- Multilingual Differential: Clarifies that only employees receiving the differential can be required to provide interpretation or translation.
- Shift Differential: Removes salary range cap for who receives the differential. Adds language that would allow people to waive the shift differential in order to work a schedule not usually offered at an Agency.

**Article 27 - Salary Increase**

- Effective December 1, 2021, a 2.5% but not less than \$85.00 per month COLA
- Effective December 1, 2022, a 3.1% but not less than \$100.00 per month COLA
- The following classifications will be part of classification studies:
  - Training and Development Specialist 1
  - Training and Development Specialist 2
  - Forest Crew Coordinator
  - DOJ Claims Examiner
- The following classifications will be deleted:

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- Accounting Technician 1
- Accounting Technician 2
- Accountant 1
- The following classifications will be added:
  - Payroll Analyst (SR 21)
  - Accountant 1 (SR 23)
  - Accountant 2 (SR 27)
  - Accountant 3 (SR 30)
- The following classification will be changed:
  - Accounting Tech 3 – Change to Accounting Tech (SR 19)
  - Automotive Service Tech – Change to Automotive Fleet Tech

Article 27 – Selectives

- Effective July 1, 2021. All least cost implementation unless otherwise noted.

Classification	Old SR	New SR
Office Assistant 1	7	8
Office Assistant 2	9	10
Securities Examiner	26	30
Licensed Practical Nurse	22s	Truncate Range – Remove Steps 1, 2, 3
Radiologic Technologist	21	25
Dental Assistant 2	16	20
Physical Therapy Assistant	18	21
Physical Therapist	29	31
Certified Occupational Therapist	18	20
Facility Energy Technician 1	16	18
Facility Energy Technician 2	20	22
Facility Energy Technician 3*	24	26
Facility Energy Technician 4	26	29

\*FET3s will be placed on-step in the new-range or on the nearest step which is greater than their current salary rate plus their 5% differential.

Article 29 – Salary Administration

- Clarifies that when paydays fall on a banking holiday paychecks will be made available on the last working day of the month.
- Removes all language regarding performance increases.
- Adds references to step increases.

Article 31 – Insurance

- For plan years 2021, 2022, and 2023, 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 the worker will pay 1% of the premium.
- For plan years 2021, 2022, and 2023, for all other workers the State will pay 95% and the worker will pay 5%.
- For plan years 2021, 2022, 2023, part-time workers will have access to both the 95%/5% premium share and the 99%/1% premium share.
- The part-time subsidy will be determined by PEBB for each plan year.

Article 34 – Standby Duty/On-Call Duty

- Employees who are assigned on-call duty on a holiday will be paid time and a half for their one to six on-call pay.
- Creates new section to clarify on call duty pay.

Article 40 – Penalty Pay

- Adds reference to Article 26 for shift differential pay.

Article 43 – Career Development

- Updates language to reflect quarterly check-ins.
- Adds that employees may request to meet with their manager to discuss growth opportunities.

Article 45 – Filling of Vacancies

- Interview leaves may not be arbitrarily denied.
- Internal candidates shall be given the opportunity to receive feedback if they are not selected for a position.

Article 49 – Trial Service

- Subject to management approval, trial service employees may be granted leave without pay for an absence.
- An employee may request to be removed from trial service and returned to a previous position following a lateral transfer or promotion.

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Article 58 – Holidays

- Adds Juneteenth as a holiday.
- Removes date restrictions from Special Day so it can be used all year long.
- Replaces the half day before and half day after requirement for holiday pay with a system in which people who use leave without pay will receive their holiday on a prorated basis.

Article 58T – Holidays (Temporary Employees)

- South Fork Camp only: Adds language outlining how holidays will be handled when they occur on a regular work day.

Article 61 – Leaves of Absence Without Pay

- Clarifies that leave of absence requests must establish reasonable justification and that outside employment is not reasonable justification.

Article 81 – Reclassification Upward, Reclassification Downward, and Reallocation

- Reclassifications will be effective the date that the reclassification is finalized in the budget. The initial request date will be added as a note.
- Salary eligibility dates will remain the same after reclassification.
- Updates reference to HRSD to CHRO.
- Adds clarifying language to the appeal process and when a decision may be grieved.
- Removes an outdated date.

Article 85 – Position Descriptions and Performance Evaluations

- Updates Article Title to Position Descriptions and Quarterly Check-Ins.
- Deletes all language relating to performance evaluations.
- Adds that Supervisory managers will have quarterly check-ins with employees.
- If a quarterly check-in does not happen, an employee may request one and it must then happen within thirty days.
- Removes language about denial of performance increase.

Article 90 – Work Schedules

- Re-arranges article for clarity.
- Adds process for requesting an alternate work schedule. (This language will replace coalition language.)

Article 101 – Safety and Health

- The State will research the ability to provide a statewide active shooter training prior to December 31, 2021.

Article 107 – Job Protection for On-the-Job Illness or Injury

- An employee who has sustained an on-the-job injury and can't complete their shift will be paid for the remainder of the shift if they seek medical attention within three days and file a Workers' Compensation Claim.

Article 123 – Inclement or Hazardous Conditions

- Standardizes the references to inclement weather and hazardous conditions.
- Employees will be allowed two hours of commuting time after a delayed opening. They can work with their manager to temporarily modify their schedule or use accrued sick leave or leave without pay to make the time up.
- Alternate worksites may not be assigned that are more than fifty miles from the employee's original worksite.
- The DAS Travel Policy shall apply where appropriate to alternate worksites.
- An employee may decline an alternate worksite, but must use their own leave to cover the missed time.
- Creates an Essential Employee Section.
- Defines essential employees for this article as employees who cannot perform their core job duties from a remote work location.
- Moves some previously existing sections into the Essential Employee Section.

Article 125 – Technological Change/Retraining

- Includes software and significantly impacting the body of work performed as reasons to form a committee.
- Clarifies that Union members of the committee are chosen by the Union.
- Allows non-committee members with relevant expertise to work with the committee on an ad hoc basis.

Article 138 – Telecommuting and Teleworking

- Updates title of Article to Working Remotely.
- Changes requirements for remote work to whether or not the employee's duties may be successfully performed away from their primary duty station.
- Remote working agreements must be documented in Workday.
- Denials of remote work must provide reasons and cannot be arbitrary.
- Remote work may be rescinded with seven days notice and must provide the reasons as to why.
- The Agency will provide basic equipment. Employees may not use personal equipment.
- Work supplies will be provided to the employee.
- Office furniture will be provided by the employee, but they may, with management approval, access the State surplus warehouse.
- The employee must maintain a safe space.
- The employee's reporting location will remain the same.

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- The DAS OAM Travel Policy will apply.
- Remote work employees and their managers will develop a clear set of expectations and goals.

Letter of Agreement – Article 51 – Limited Duration Extension Process

- Removes the word Pilot from the title of the LOA..

Letter of Agreement – Article 123 – Inclement Weather

- Adds essential employee definition from Article 123 to list of employees who cannot access the LOA.
- Standardizes references to inclement weather and hazardous conditions.
- Adds alternate worksite limitation of fifty miles.
- Employees may decline an alternate worksite, but must use accrued leave or leave without pay for the time.
- Employees may temporarily modify their schedules to take online trainings to make up some time.
- Employees who are evacuated from their homes will be eligible to use leave time.
- If inclement conditions arise in a remote worksite and employees experience utility outages, employees may access leave time unless they are offered an alternate worksite.

Letter of Agreement – Volunteer Firefighter Leave

- Employees may be authorized, by the Agency, to attend firefighting training. The employee may use accrued leave or leave without pay to attend the training.

Letter of Agreement – Pay Equity Adjustments

- Makes housekeeping changes.
- Guarantees written explanation of decision, if the pay equity adjustment is not granted.
- Increase written appeal timeline for Agency decision to thirty days.
- Removes specific dates from the Statewide process and adds in more universal timelines.

Letter of Agreement – Contract Specialists

- Clarifies that Contract Specialists will be paid their base rate of pay.
- Adds that every effort will be made to distribute the Contract Specialists equitably.

Letter of Agreement – State Worker Training Fund

- Adds safety to the list of topics that the trainings will cover.
- Adds timeline of 30 days for new employees to attend mandatory trainings.
- Hire letters will include information about mandatory trainings and available dates for the trainings.
- Union information may be shared during the training, but will not replace a new employee orientation.
- Updates language that reflects that it is an established committee now and not one that needs to be created.

Letter of Agreement – Creating Healthy Worksites

- Extends the deadline for the work of creating committees to conclude.
- Through the human resources information system (Workday) employees shall have the opportunity to provide feedback regarding their direct supervisor.

Letter of Agreement – ADA Accommodations

- Removes old deadline for the posting of material.
- At an employee's request, a steward may attend an interactive meeting on paid time.
- Creates a deadline of thirty days for the Agency to respond after all documentation relating to the request has been received. The Agency will notify the employee if an extension is needed.

Letter of Agreement – Commuting Committee

- Extends the joint labor-management committee to explore commuting costs, including bicycling, mass transit, and parking.

Letter of Agreement – Natural Disaster Leave (formerly Wildfire Season Leave)

- Expands the Wildfire Season Leave to all Natural Disasters.
- Expands who may use the leave to employees who have lost their home (primary residence), lost the use of their home (primary residence), or lost access to their primary residence.
- Removes ability to donate inclement weather.

New Letter of Agreement – Committee on Truncated Names

- Creates a committee that will evaluate the feasibility for employees in different Agencies to use only their first name and last initial at work.

New Letter of Agreement – Payroll Computation Procedures

- Creates a committee to discuss the impacts on employees of transitioning to a new payroll process.

New Letter of Agreement – Computer and Internet Access

- Employees who do not have regular access to a computer with internet access during their day can work with their manager to get computer time.

New Letter of Agreement – Trauma-Informed Training and Suicide Prevention Training

- Agencies will offer at least one trauma-informed training and at least one suicide prevention training during the course of the contract.
- The training will be made available for all employees.

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- Employees will be on paid time for the training.

New Letter of Agreement – Air Quality

- Defines the Air Quality Index that will be used for this LOA.
- Employees who are required to work when the AQI is at or above 151 will be provided with appropriate OSHA recommended safety equipment.
- When elevated AQI levels require a building closure or delayed opening, Article 123 and LOA 123.00-18-311 shall apply.

New Letter of Agreement – Commercial Driver’s License Reimbursement – OPRD

- Employees required to hold a CDL as part of their employment will receive up to \$100 for CDL examination fees and renewal licensing fees.

New Letter of Agreement – Incident Management Team Position Review

- The Department of Forestry and the Union will establish a committee to identify and discuss issues surrounding the recruitment and retention of Incident Management Team positions.

New Letter of Agreement – Childcare and Eldercare Exploratory Committee

- Creates a committee to explore the feasibility of establishing a fund to help offset the cost of dependent care for State employees.

New Letter of Agreement – Pandemic Recognition Pay

- Employees who meet the definition of a frontline workers (had close contact with others outside their household, more than 15 minutes per person of close contact with others outside of their household, they could not perform their job duties from home or another setting that limits contact).
- Frontline workers who worked between 480 non-telecommuting hours to 1,039 will receive a one-time payment of \$1050.
- Frontline workers who worked over 1,040 non-telecommuting hours will receive a one-time payment of \$1550.
- Frontline workers who qualify for one of the two above payments and worked 200 or more hours of overtime will receive a one-time payment of \$575.
- Payments will be considered wages for tax purposes and are PERS subject.

Letter of Agreement – PERS Diversion

- This LOA will sunset.

Letter of Agreement – Benefits Training Pilot

- This LOA will sunset.

**Human Services Coalition**

Article 45.1C -- Filling of Vacancies (Employment)

- Provides equitability in hiring for internal and external candidates.
- Allows for at least 10 internal candidates in interview process.
- Adds non-volitional in-home care hardship transfer language.

Article 45.1M -- Filling of Vacancies (ODHS/OHA)

- Provides equitability in hiring for internal and external candidates.
- Adds non-volitional in-home care hardship transfer language.

Article 100.1 -- Security (All Human Services Coalition)

- Agencies will provide status updates on reported safety concerns every 30 days to local Labor Management Committee meetings.
- Agencies will provide ongoing notice of safety procedures and applicable training programs to ensure that these procedures are known and followed, and that employees have required supplies needed to conform with adopted safety procedures.

Article 121.1 -- Education, Training and Development (All Human Services Coalition)

- Any trainings included in an Employee Development Plan approved by a manager will be available to the employee within the timeframe of the Employee Development Plan.

Letter of Agreement – Grievance and Arbitration Procedure (Employment)

- Will be reviewed in Labor Management Committee to review the utilization of this LOA to determine if this LOA will sunset in the 2025 CBA.

Letter of Agreement – Filling of Vacancies – Temporary Work Re-Assignment (ODHS/OHA)

- Housekeeping – cites DAS Travel Policy.

Letter of Agreement – DA1 Trial Service (ODHS)

- Language moved to body of contract.

Letter of Agreement – Inclement Weather/Hazardous Conditions (OHA)

- Changes ICS class specification from level 300 to level 200.

Letter of Agreement -- Critical Incident Leave (All Human Services Coalition)

- Language modified and moved to body of contract.
- Adds verbal harassment or threats from clients into definition of trauma.
- Adds hardship leave and other leave banks to types of time that can be utilized.
- Increases time off without medical notification from 3 days to 5 days.

Letter of Agreement -- Child Welfare Partnership (PSU) (ODHS)

- Modified to fit updated conditions of the program.

Letter of Agreement -- Emergency Temporary Placement of Children (ODHS)

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- Revised title to Temporary Placement of Children.
- Defines Temporary Placement of Children.
- Adds blood-borne pathogens and other hazardous conditions to training.
- Adds protected time.
- Adds expense reimbursement for entertainment and other child needs.
- Adds direct support to primary case worker.

Letter of Agreement -- Child Welfare Partnership (ODHS)

- Updates title to SEIU-Child Welfare Leadership Alliance.

Letter of Agreement --Child Welfare Reporting (ODHS)

- Housekeeping – removes reference to “partnership.”

New Letter of Agreement – Workload (ODHS/OHA)

- Establishes a committee providing a forum for employees and management to work together to review current workload factors and to provide recommendations to Statewide Labor Management Committees and Agency leadership.

New Letter of Agreement – Straight Time Payout (All Human Services Coalition)

- Streamlines process for overtime-exempt workers to request cash payout of excess hours worked.

New Letter of Agreement – OED Metrics (Employment)

- Provides space in regional Labor Management Committee meetings for labor to discuss and speak out about regarding employee performance metrics.

New Letter of Agreement – Hardship Leave (All Human Services Coalition)

- Establishes a committee to evaluate the feasibility of creating a hardship leave pool for the purpose of maintaining healthcare coverage for employees who are experiencing medical and/or financial hardship.
- The committee will identify and review existing procedures and consider operational requirements, needs and potential barriers to the establishment of a hardship leave pool.

**Institutions Coalition**

Article 10.2A – Union Stewards/Rights (OYA Youth Correctional Facilities and Camps)

- Eliminates references to North Coast YCF.

Article 19.2K – Personnel Records (OYA Administration and Field Service)

- Removes the requirement to provide the materials included in the response to a subpoena.

Article 32.2C.H – Overtime (OSH, Pendleton Cottage)

- Moves mandate language into the contract.
- Creates a penalty of \$100 for being assigned more than one mandate in a week.
- Creates a penalty of \$100 for being mandated on the day before a scheduled day off.

Article 32.2A – Overtime (OYA Youth Correctional Facilities and Camps)

- Creates a penalty of \$100 for being assigned more than one mandate in a week.
- Creates a penalty of \$100 for being mandated on the day before a scheduled day off.
- Creates a penalty of \$100 for a mandate that requires an employee to work more than sixteen hours consecutively.

Article 40.2 – Penalty Pay

- Changes the penalty payment for changes in more than two hours to three hours of straight time.

Article 60.2A – Leave of Absence with Pay (OYA)

- Pays staff for the remainder of a shift on which they are injured.

Article 90.2A – Work Schedules (OYA Youth Correctional Facilities and Camps)

- When a supervisor determines that a break cannot be taken, the employee will be paid time and a half for the missed break.

Article 90.2C – Work Schedules (OSH)

- Replaces unexpected, unplanned problems with emergencies in relation to the use of personal business.

Article 90.2C – Work Schedules – Thirteen-Hour and 20 Minute Shifts (OSH)

- A meal period and one rest period may be combined if scheduling permits.
- The combination must be requested at the beginning of the shift.

Article 129.2C,H – Position Description

- Establishes a process for when a patient requests the last name of an employee.

Letter of Agreement – Differential Pay – Forensic Evaluation Services Differential

- This LOA will be incorporated into the main body of the contract.

Letter of Agreement – Filling of Vacancies – Pre-Bid and Filling of Lateral Transfer Process

- Removes classifications that no longer exist.

Letter of Agreement – Job Protection for On-the-Job Illness or Injury – Physical Assault (OSH)

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- If an employee is injured on a day when they had an overtime, they will be paid for that overtime shift unless it is program cancelled.

Letter of Agreement – Differential Pay – Institutional Training (OSH)

- Expands the people who can receive the differential to salary range 22 or lower.

Letter of Agreement – Standby Duty/On-Call Duty

- Specifically references a Standby Pharmacist and an On-Call Pharmacist.
- Replaces the word shift with duty.
- Makes clear the difference between Standby Duty and teleworking.

Letter of Agreement – Differential Pay – Licensed Clinical Social Work

- Adds guidelines for how Psychiatric Social Workers can be assigned clinical supervision.

New Article – Housing Allowance for Chaplains

- Qualified chaplains will have the ability to have up to thirty-five percent of their monthly salary designated as a housing allowance.

New Letter of Agreement – Tumble Protocol – Redistribution to Units and Shifts (OSH)

- Creates a standardized tumble process for OSH.

New Letter of Agreement – Article 26 – Differential Pay

- MHTs, CNAs, LPNs and MHSTs who are selected and notified in writing to facilitate Institutional training will receive 5% above their current pay for the hours spent obtaining required certification/recertification and while conducting the training.

New Letter of Agreement – Job Protection for On-The-Job Illness or Injury

- If you are physically assaulted during the course of any shift and unable to complete your shift, you will get paid for the remainder of the shift.
- You can use any earned leave for up to 3 days after the physical assault.

New Letter of Agreement – Preceptors (OSH)

- Creates a differential for employees providing clinical supervision of 2.5%
- Defines clinical supervision.

New Letter of Agreement – Differentials – LPN Differential (OSH)

- Creates a swing shift differential of \$2.00 per hour (from 3:00pm to 11:00pm).
- Creates a night shift differential of \$3.00 per hour (from 11:00pm to 5:00am).

Letter of Agreement – Filling of Vacancies – Transition Living Cottages Closure

- This LOA will sunset.

Letter of Agreement – Hearings Representative/Forensic Certification Coordinator (OSH)

- This LOA will sunset.

Letter of Agreement – Exceptions to Compensatory Time for Pharmacists

- This LOA will sunset.

Letter of Agreement – Work Schedules (OYA)

- This LOA will sunset.

**ODOT Coalition**

Article 10.3 -- Union Rights (ODOT, DMV, ODFW, OPRD)

- Combines agency-specific subsections into one article
- Increases number of allowable stewards at ODOT, DMV, ODFW, OPRD to at least one per work unit, and up to 20% of permanent employees in the work unit.
- Explicitly permits steward travel to representational meetings on state time when District Management or HR are present in-person

Article 32.3 -- Overtime (ODOT, DOGAMI, OPRD)

- Moves annual mandatory Comp Time cash out to December 31<sup>st</sup>, rather than October.
- Increases the amount of Comp Time employees can retain, after annual mandatory cash out, to 120 hours.

Article 45.3C -- Filling of Vacancies (ODF)

- Eliminates outdated language referencing an unused promotions list.

Article 58.3 -- Holiday Scheduling (DMV, ODF)

- Brings previous LOA for DMV Saturday holiday scheduling into the full article and makes permanent, in case the agency ever decides to bring back Saturday service (no indication of this at this point).
- Clarifies holiday pay for ODF seasonal employees and employees at South Fork Camp.
- Allows for flex schedules at South Fork Camp (ODF) during holiday weeks.

Article 60.3C -- Leaves of Absence with Pay (ODF)

- Eliminates twelve-hour days as a requirement to qualify for 8 hours of paid rest after the fourteen-day standard assignment; any amount of time worked in a day will qualify.
- Allows for travel days to count as days worked on fourteen-day standard assignment when out of state or international.

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Article 66.3 -- Vacation Leave (ODOT Coalition except ODA, Water Resources and OWEB)

- Provides for tie-breaker if two employees with the same seniority choose the same vacation days at the same time.

Article 70.3B -- Geographic Area for Layoff (OPRD)

- Reduces distance from 50 down to 25 air miles from reporting station.
- Requires the agency to provide seniority list to stewards in areas affected by a layoff.

Article 70.3C -- Geographic Area for Layoff (ODF)

- Housekeeping change to combine Schroader Seed Orchard and Salem HQ.

Article 90.3A -- Work Schedules (ODOT)

- Removes penalty pay while working a rotation or voluntarily in a position where scheduling is determined by contractors.
- Brings LOAs for Motor Carrier scheduling and Astoria Drawbridge scheduling into full article.

Article 90.3CT -- Work Schedules (ODF Temporary Employees)

- Housekeeping language change to "Adults in Custody".

Article 100.3 -- Security (ODOT Coalition)

- Housekeeping language change to "Adults in Custody".

Article 103.3 -- Difficult and Sensitive Clients (ODOT Coalition)

- Modernizes language and updates terminology for appropriateness to ODOT Coalition.
- Requires management to support employees when encountering abusive or hostile members of the public.

Article 122.3AB -- Uniforms and Tools (ODOT)

- Increases Tool allowance to \$1000 per biennium.

Article 122.3C -- Uniforms and Tools (ODF)

- Allows Seasonal employees to carry over reimbursable amount towards boots from one season to the next, but not more than \$250 per biennium.
- Increases tool allowance to \$1000 per biennium

Article 122.3F -- Uniforms and Tools (DOGAMI)

- Requires the agency to provide any required uniform items and protective clothing.

Article 131.3E -- Agency Provided Housing (ODFW)

- Allows for maintenance and repairs to be done on work time with management approval.
- Requires the agency to create a process for employees to be able to submit maintenance requests.
- Requires the agency to conduct a housing inspection at the request of the employee if no inspection has been done in previous 12 months.

Letter of Agreement - Recruitment and Retention Differential

- Continues with modified language "Adults in Custody"

Letter of Agreement -- DMV Holiday Scheduling

- This LOA will be incorporated into Article 58.3

Letter of Agreement -- Vacation Requests

- This LOA will be incorporated into Article 66.3B

Letter of Agreement -- Work Schedules MCEO

- This LOA will be incorporated into Article 90.3A

Letter of Agreement -- Astoria Drawbridge Operations

- This LOA will be incorporated into Article 90.3A

Letter of Agreement -- Work Schedules for ODFW OSCRP

- This LOA will be incorporated into Article 90.3E

Letter of Agreement -- CDL Differential at ODFW

- LOA will be renamed more appropriately as it does not provide differential pay
- Reimbursement will be provided even when using third party companies for testing and certification.

New Letter of Agreement -- CDL Safety (ODFW)

- Grants employees the right to a review of their CDL requirement if they have not been assigned to drive a CDL vehicle in previous 24 months.
- Creates a labor and management committee to review and provide input to CDL training.
- Protects employees who report safety concerns due to lack of training or experience with equipment.

Letter of Agreement -- Internet Usage Review at OWEB

- This LOA will sunset

Letter of Agreement -- ODF Uniforms Committee

- This LOA will sunset

Letter of Agreement -- Fingerprint-Based Background Checks at DMV

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- This LOA will sunset

Letter of Agreement – Work Schedules DMV Field Offices

- This LOA will sunset

Letter of Agreement – Parks 2020 Seasonal Employees

- This LOA will sunset

Letter of Agreement – ODF Leaves of Absence with Pay - LMC

- This LOA will sunset

Letter of Agreement – Upland Bird Survey

- This LOA will sunset

Letter of Agreement - MCEO2 Selective Adjustments

- This LOA will sunset

Letter of Agreement – Union Rights (STP - ODFW, ODOT, OPRD)

- This LOA will sunset

Letter of Agreement – Union Rights (Steward Distribution - ODFW, ODOT, OPRD)

- This LOA will sunset

**Specials Coalition**

Article 32.5H,N,Q,T,V—OVERTIME (Justice)

- Housekeeping changes to make the language more in line with current practice.

Article 45.5Q,V – Filling of Vacancies (DCBS/WCB)

- Added language that emphasizes that management is committed to promoting career advancement and enrichment for employees.
- Simplified the language to clarify that in the event there is a vacancy, the Agency shall grant an interview and give full consideration to internal candidates who meet the minimum and any special qualifications for the position.

Article 71.5N – Seasonal Employees (Revenue)

- Clarifies that when Seasonal employees are called back, it will be done using the seasonal seniority list.
- Adds language that if a season ends, but some seasonals are still needed, the Agency will first ask for volunteers. If no volunteers, reverse seniority will be utilized.
- Adds language that if a season is extended, management will provide 10 days advance notice and ask for volunteers to be extended by seniority. If an employee chooses not to be extended, it will not affect their one-time right to turn down a position or their recall rights. If there's not enough volunteers, those with the least seniority will be extended.

Article 90.5 – Work Schedules (All Specials Coalition)

- Strengthens the language that if an employee makes a request for an alternate or flexible work schedule and meet the criteria, they shall be granted the requested schedule.
- Adds language that the Agency shall also consider these requests when the criteria isn't met, but there are other extenuating circumstances that demonstrate an unusual hardship to the employee.

Article 90.5N – Work Schedules (Revenue)

- Housekeeping change to correct Division name (Information Technology Services Division).
- Provides clarity that when the need arises to release a permanent part-time employee for the day, due to lack of work, that seasonal employees within the division will be unscheduled first.

Article 122.5 – Uniforms, Protective Clothing (Dept of Administrative Services)

- Increases the tool allowance for Auto Tech 2's to \$2,000 per biennium.
- Increases the tool allowance for Auto Tech 1's to \$1,000 per biennium.

Letter of Agreement – Coaching Pay Rates (OSD)

- Added Recreation Director differential of \$2,950.

Letter of Agreement – Leave Without Pay (OSD)

- Removed language references to YCEP since this program is no longer.

Letter of Agreement – Work Schedules (DAS)

- Moved this language into the contract and clarified that it pertains only to Custodians.

Letter of Agreement – Criminal Background Checks (DOR)

- Improved language so that all fitness determinations will be provided to employees in writing within 14 days of the determination.

New Letter of Agreement – Lead-worker Assignments

- All employees in a specific work unit and shift assignment will be notified of Lead-worker opportunities.
- Interested employees may notify their manager. In the event they are not selected, they shall have an opportunity to discuss opportunities for improvement with their manager.
- Manager shall provide a Leadwork Agreement to employees chosen for the assignment and all agreements will be reviewed annually.

**SEIU/DAS BARGAINING 2021-2023 TENTATIVE AGREEMENT SUMMARY**  
**Articles not summarized below remain unchanged as Current Contract Language**

New Letter of Agreement – Academic Year Employees (OSD)

- After the Statewide Committee determines any WorkDay payroll changes, then a committee will be formed of Dept. of Education representative(s) and Academic Year Employee(s) from OSD to review pay options for Academic Year Employees, either 9, 10, or 12-month options.

New Letter of Agreement – Safety and Health (OSHA only)

- If an OSHA employee claims that a job is unsafe, the employee will immediately let their supervisor know.
- If the supervisor feels the job is safe, but the employee disagrees, the employee may appeal to the Administrator or Deputy Administrator. This determination shall be provided in writing.
- If an inspection is still required to be conducted, the supervisor shall make every effort to ensure the employee's safety by providing additional staff, or if appropriate, law enforcement.

New Letter of Agreement – Federal Tax Information (FTI) Position Review (Revenue)

- Creates a Joint Labor-Management committee to review all classifications within Revenue to determine positions that need and do not need access to FTI. This committee will then make appropriate recommendations to the Agency Leadership Team.

Letter of Agreement – Criminal Background Record Retention (DOR)

- This LOA will sunset.

Letter of Agreement – Internet Usage Review (PERS)

- This LOA will sunset.