

SEIU/DAS BARGAINING 2023-2025 TENTATIVE AGREEMENT SUMMARY
Articles not summarized below remain unchanged as Current Contract Language

Central Table

Article 1 – Parties to the Agreement

- Adds DELC.
- Housekeeping – updates agency names.

Article 2 – Recognition

- Adds DELC.
- Housekeeping – updates agency names
- Updates list of Articles available to temporary employees.

Article 4 - Term of Agreement

- Two-year term of agreement (2023-2025).
- Clarifies that contract goes into effect on July 1 or when the contract is ratified, whichever is later.

Article 10 - Union Rights

- Updates Union organizer access language for worksites to reflect current law.
- Union organizers must give reasonable notice for a visit.
- Moves building use language to Union organizer access section.
- DAS will post links to Agency level virtual bulletin boards. SEIU will maintain these virtual boards.
- Clarifies language in List of Union Stewards section.
- Adds attendance of an Uplift benefits workshop to New Employee Orientation Section.
- Agencies will establish new employee orientations and there will be a thirty-minute union orientation during them.
- Employees will attend an NEO within thirty days of hire.
- A steward in training may have another steward attend up to two investigatory processes with them.
- Stewards will have twelve hours per calendar year for training.
- Adds salary range, current step and gender identity to items on lists the union receives.

Article 11 – Employee Assistance Program

- Extends EAP to temporary employees.

Article 13 – Contracting Out

- The Agency is no longer required to do a feasibility study for contracts more than \$60,000 annually unless a current employee would be displaced.
- Contracts must be requested from an Agency rather than sent quarterly.
- Updates language to require new feasibility study requirements.

Article 14 – Negotiations Procedures

- Adds DELC to Specials Coalition.
- There can be no more than two representatives from any one agency at central table unless there is mutual agreement.
- There will be 600 paid hours each month for 150 days after coalition bargaining starts for coalition delegates.
- There will also be a paid one-hour work session for every bargaining session for coalition delegates.

Article 20 – Investigations, Discipline, and Discharge

- Reduces the number of days for employees to be notified for reason of being duty-stationed at home to three.
- Steward of record will receive pre-dismissal notices.
- Agency will attempt to reach both employee and steward of record when issuing a dismissal.
- Housekeeping: Adds lateral transfer language to section 9.
- Notifications to employees under this article will include information about the EAP.
- Failure to notify a steward will not null a discipline.

Article 21 - Grievance and Arbitration Procedure

- Clarifies what can and cannot be grieved in Article 101 and 101T.
- Employees will have 72 hours to review a last chance agreement.
- Information requests will be provided within a reasonable amount of time.

Article 26 – Differentials

- ODOT Training Differential: When assigned to instruct or facilitate a specific training, employees will receive \$1.00 per hour.
- Pesticide/Herbicide Differential: Increased to \$2.75 per hour.
- Tree Faller Differential: \$12.50 per day.
- Shift Differential RNs and Nurse Practitioners (Not OSH): \$4.50.
- Shift Differential LPNs (Not OSH): \$2.00
- Shift Differential: \$1.50.
- Creates new process for Work out of Class pending reclassification. The new system uses a pay equity review to determine a dollar amount.
- Essential Worker Pay: Is available for all employees. Will also be available in the evening and on weekends. Increase to \$3.00 per hour.

Article 26T – Differentials

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- Shift Differential RNs and Nurse Practitioners (Not OSH): \$4.50.
- Shift Differential LPNs (Not OSH): \$2.00
- Shift Differential: \$1.50.

Article 27 - Salary Increase

- Effective December 1, 2023, a 6.5% COLA
- Effective January 1, 2025, a 6.55% COLA
- If the legislature does not approve \$13 million in funding, the second COLA will be moved to February 1, 2025.
- The following classifications will be deleted:
 - Office Coordinator
 - Transportation Maintenance Coordinator 1 (all TMC1s will be moved to the newly named Transportation Maintenance Coordinator classification)
- The following classification will be renamed:
 - Transportation Maintenance Coordinator 2 will become Transportation Maintenance Coordinator

Article 27 – Class Study Results

- Effective July 1, 2023. All least cost implementation unless otherwise noted.

Classification	Old SR	New SR
DOJ Claims Examiner*	22	23
Training and Development Specialist 1	23	24
Training and Development Specialist 2	27	28
Transportation Maintenance Specialist 1	17	18
Transportation Maintenance Specialist 2	19	20
Transportation Maintenance Coordinator (see Article 27 above)	22	22

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

Article 27 – Selective Salary Results

- See new LOA – Selective Salary Increases and Article 121 - that extends Selective Salary bargaining until September 4, 2023.

Article 31 – Insurance

- For plan years 2023, 2024, and 2025, 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 2023, 2024, and 2025, for all other workers the State will pay 95% and the worker will pay 5%.
- For plan years 2023, 2024, 2025, 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.
- Clarifies what hours count towards determining health insurance cost for part-time employees.
- Incorporates LOA on part-time employee medical premium computation and subsidy.

Article 32 – Overtime

- Removes sick leave from the list of exceptions.

Article 34 – Standby Duty/On-Call Duty

- Creates a minimum pay out of one hour for employees who do work during an on-call shift, but do not have to report to a physical location.

Article 45 – Filling of Vacancies

- Positions will be posted for seven calendar days.
- The timeline will start the first calendar day after the posting.

Article 51 – Limited Duration Appointment

- Housekeeping – rearranges article for clarity.
- Union can request a report of LD positions.

Article 56 – Sick Leave

- Adds language clarifying that on sick leave can be used for preventative routine healthcare (including screenings, services, and counseling to help prevent illness) and appointments associated with any benefit included in employee health, dental, and vision plans.
- Allows hardship leave to be used for medical appointments.

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- Employees can receive donations once worker's compensation benefits are exhausted.
- Adds a new section on Paid Leave Oregon. Outlines that State will follow statewide policy.

Article 56T – Sick Leave (Temporary Employees)

- Adds language clarifying that on sick leave can be used for preventative routine healthcare (including screenings, services, and counseling to help prevent illness) and appointments associated with any benefit included in employee health, dental, and vision plans.
- Housekeeping: clarifies the definition of regular employee.

Article 58 – Holidays

- Removes section on the pro-ration of full-time employees' holidays if they were in leave without pay status.
- Changes calculation of holiday hours to hours paid not hours worked.

Article 60 – Leaves with pay

- Incorporates Natural Disaster Leave LOA.

Article 61 – Leaves of Absence Without Pay

- Moves all coalition language about unauthorized absences of five consecutive days into main body article.
- When extenuating circumstances exist the absence can be covered by leave with or without pay.

Article 63 – Parental Leave

- Adds newly placed foster child.
- Clarifies that adopted children must be newly adopted.
- Adds sick leave to list of leaves available during parental leave.
- Adds reference to Paid Leave Oregon.

Article 65 – Search and Rescue

- Updates title of Article to Search and Rescue and Volunteer Firefighter Leave
- Incorporates Volunteer Firefighter Leave LOA.
- Employees participating in a search and rescue operation will be granted disaster relief leave with pay.

Article 66 – Vacation Leave

- Housekeeping – updates accrual chart to reflect just hours and not days.
- Vacation leave is accessible immediately to employees, but still cannot be cashed out until after six months.

Article 70 – Layoffs

- Parties will meet if requested for any layoff that occurs.

Article 81 – Reclassification Upward, Reclassification Downward, and Reallocation

- Housekeeping – standardizes language throughout.
- Adds appointing authority to who would sign position description.
- Includes reference to new work-out-of-class pending reclassification process.
- Includes the ability for an employee to write a written rebuttal.
- The appeal committee can request additional material for clarification.

Article 85 – Position Descriptions and Performance Evaluations

- Housekeeping - Removes language about performance increase.
- Clarifies what should be in a position description.
- Outlines process for discussing current duties that are not in alignment with the employee's classification.
- Clarifies language regarding when a requested quarterly check-in.

Article 101 – Safety and Health

- Replaces Section 8 with language that reflects the internal complaint procedure.
- Incorporates the Air Quality Index LOA.
- The State will investigate providing access to the Mental Health First Aide training.

Article 101T – Safety and Health (Temporary Employees)

- Replaces Section 2 with language that reflects the internal complaint procedure.
- Incorporates the Air Quality Index LOA.

Article 106 – Labor-Management Committees

- Creating an LMC is required if the Union requests one.
- Sub-committee LMCs within an Agency can be created.
- Removes timecode that no longer exists.

Article 123 – Inclement or Hazardous Conditions

- Incorporates Letter of Agreement for Inclement Weather/Hazardous Conditions Leave.
- Adds worksite being inaccessible as a reason to access leave.
- Leave can be used for a full day.

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- Essential employees can use paid leave for absences on days with inclement weather or hazardous conditions.

Article 134 – Crime Victim Leave

- Housekeeping – Adds name of policy.

Article 135 – Work Environments

- Deletes Article.

Article 136 – Critical Incident Leave

- An employee involved in a critical incident may take the rest of the day off with pay.
- Accrued leave and leave without pay may be used for additional time off.
- The Employer may request medical opinion for time needed after three days of leave.
- The Employer may no longer require an employee to use a doctor picked by the Employer.

Article 138 – Telecommuting and Teleworking

- Employees can request to temporarily modify their remote work agreement.
- Ten calendar days of notice will be given when rescinding a remote work agreement.
- An employee's specific job will be looked at when determining eligibility for remote work.

New Article – Computer and Internet Access

- Incorporates LOA

New Article – Commercial Drivers Licenses

- Incorporates CDL Drug Testing LOA

New Article – Commercial Drivers Licenses (Temporary Employees)

- Incorporates CDL Drug Testing LOA

Letter of Agreement – 27.00-19-325 – Pay Equity Adjustments

- Housekeeping - Updates the dates in the LOA and the email address.

Letter of Agreement – 00.00-19-362 – State Worker Training Fund

- Housekeeping – replace “State Worker Training Fund” with name of Trust, “Oregon Unions State Worker Training and Education Fund.”
- Updates language to include name of Uplift Your Benefits training.
- Employees will have access to training within 14 days or before they complete their enrollment paperwork.
- Clarifies that the Union will provide the Union portion of the training.
- Removes Safety as a category for the trust to provide trainings in.
- Outlines the data the Trust will receive.
- Removes funding portion of LOA.

Letter of Agreement – 00.00-19-369- ADA Accommodations

- Updates Agency to Employer.
- The Employer will review requests and reply in a timely manner.
- In the case of a denial, the Employer will provide a written explanation.
- The grievance and arbitration procedure can be used for the process, but not the outcome.

New Letter of Agreement – Least Cost Plans

- If any of the least cost plans no longer meet the criteria for plan year 2025 there will be a re-opener on health care.

New Letter of Agreement – Salary and Benefit Report

- Union will receive a draft of the salary and benefit report no later than December 31 of even years.
- Union will have fourteen days to provide feedback.
- Union will receive final report by January 31 of odd years.
- DAS Class and Comp can provide training on the report.

New Letter of Agreement – State Workforce Advisory Committee

- Creates a statewide joint labor-management committee to look at staffing trends around the state.
- The committee will review the current exit interview process and make recommendations for changes.

New Letter of Agreement – Salary Range Truncation

- Outlines a process to truncate all salary ranges 21 and below and a process to truncate hard to fill positions both below and above salary range 21.
- Salary range truncations will take place on April 1, 2024, with some classifications have a second truncation on April 1, 2025.

New Letter of Agreement – Bi-Weekly Pay Period

- Creates a statewide labor management committee to explore the state's readiness to move to bi-weekly pay.
- Committee will recommend whether the state should move to bi-weekly pay by January 1, 2025.
- They will also review contract language for places that need to be updated to move to bi-weekly pay.

New Letter of Agreement – Pay Equity Partnership

- The State will include the Union in discussions about developing a new pay equity analysis process.

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New Letter of Agreement – One-time Payment COLA

- Employees who are employed on July 1, 2023, and are still employed on August 24, 2023, will receive a \$1500 payment in their September 1, 2023 paycheck.
- Seasonals who return on or after July 2, 2023, and are still employed on August 24, 2023, will receive a \$1500 payment in their September 1, 2023 paycheck.
- Payment will be wages for tax and PERS purposes.

New Letter of Agreement – Selective Salary Increases and Article 121

- The State and the Union agree to continue bargaining on these topics.
- Bargaining on these issues must be completed by September 4, 2023.

New Letter of Agreement – Articles 22 and 22T

- For the term of the 2023-2025 contract, violations of Articles 22 and 22T may proceed to Step 3 of the grievance process.

New Letter of Agreement - Equity and Non-Discrimination Initiative

- Stewards shall be on paid time to be present when someone is reporting discrimination, workplace harassment, workplace intimidation, sexual harassment, or sexual assault.
- The union shall provide DAS with a list of stewards trained to work with equity issues. There can be one per agency unless the agency has over 2000 people. These stewards can work with employees in other agencies; however, employees must work with a steward in their agency if they have one unless there is a conflict.
- Creates an equity review committee that will review data from agencies regarding promotions, separations, and investigations. They will submit a report quarterly to the Workplace Investigations Advisory Group.

New Letter of Agreement – Position Management Process Committee

- Creates a new statewide joint labor management committee.
- The committee will create a resource guide on different processes positions can undergo.

New Letter of Agreement – Interview Leave (Temporary Employees)

- Temporary Employees may work with supervisor to temporarily modify their schedule to go to an interview for a permanent position.

New Letter of Agreement – Remote Work Resources

- Creates a committee that will review current resources available to the Employer and employees regarding remote work and will offer suggestions for future tools.

Letter of Agreement – 15.00-19-359 – Commuter Committee

- This LOA will sunset.

Letter of Agreement – 30.00-21-396 – Payroll Computation Procedures

- This LOA will sunset.

Letter of Agreement – 00.00-19-368 – Creating Healthy Worksites

- This LOA will sunset.

Letter of Agreement – 00.00-21-401 – Childcare and Eldercare Exploratory Committee

- This LOA will sunset

Human Services Coalition

Housekeeping:

- Changing DHS to ODHS

Article 10.1M – Union Stewards (ODHS/OHA)

- Housekeeping: adds OHA to Section 3.

Article 32.1 – Overtime (All)

- Adds language requiring supervisors to consider any outside circumstances that could result in assignment of Overtime placing an unusual burden on the employee.
- Reordering of the article to read that Overtime goes to volunteers first and is then to be distributed as equally as feasible.
- Increases the maximum Compensatory time accrual from 120 hours to 160 hours.

Article 36.1M – Travel Policy (ODHS/OHA)

- Deletion of the word “prior” – employees no longer required to get supervisory approval *prior* to reimbursing their meal costs.

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

- Clarifies that all essential attributes listed in job postings must be *quantifiable*.
- Adds a new section that allows employees who meet the minimum qualifications but do not get an interview to receive an explanation for the denial of an interview.
- Incorporates language from LOA that requires the Agency to notify employees in writing, five (5) working days in advance, if the employee’s workstation is required to be transferred (within 25 miles of the original location).

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- Incorporates language from LOA that clarifies the definition of a Temporary Work Re-Assignment and dictates how an assignment can be made and how much advance notice the employer must give employees required to work these assignments.

Article 56.1C – Sick Leave (OED)

- Allows employees to contribute their compensatory time to coworkers who have run out of accumulated leave.

Article 90.1 – Work Schedules (All)

- Deletes language that previously allowed Agencies to rescind approval of an employee's alternate work schedule in Section 3.
- Clarifies that employees working on an uninterrupted assignment designated by their supervisor or have job duties that cause them to skip meal breaks, and cannot get an alternate meal break, will get the time counted as time worked.
- Adds two new sections requiring that supervisors provide employees working an uninterrupted assignment and/or caring for a client with an alternate rest period/coverage plan if they cannot take their break; also requires that if an employee is working with a client and an alternate coverage plan/break cannot be provided, that the employee is compensated time and a half for the missed rest period.

Article 92.1 – Protected Work Time (All)

- Expands Protected Work Time availability to *all* staff who request it.
- Clarifies the process for Protected Work Time to be for supervisors and employees to mutually agree upon a time and duration and requires that an alternate time be found if the *initial* agreed upon time does not work out.

Article 100.1 – Security (All)

- Requires management to consider all impacted employees when developing evacuation procedures.
- Requires management to notify all impacted employees as soon as possible if an evacuation is deemed necessary.
- Requires security arrangements provided by the agency if potential threats indicate they are needed.
- Allows for safety concerns to be reported non-anonymously to the Human Resource Information System (HRIS).
- Allows for incident reports to be made available to employees upon request.

Article 101.1 – Safety and Health (All)

- Adds section around worksite Safety Committees – requires that they be notified about ongoing employee worksite safety concerns.
- Requires the Safety Committee to be provided with full and complete reports of any safety inspections within one calendar week of the report being received by the agency.
- Requires reports to be made available to all employees upon request.

Article 103.1M – Sensitive and Difficult Clients (ODHS/OHA)

- Clarifies that a supervisor *or* employee may initiate the development of a safety plan when working with a client who could become violent or dangerous.
- Requires the aforementioned safety plan to be developed within one business day or as soon as feasible.
- Outlines how an incident report may be created and filed and requires that it be accessible to all employees required to work with sensitive and difficult clients.
- Allows employees to consult the next higher-level supervisor if a mutually agreed upon safety plan cannot be developed.
- Requires local worksites to develop protocols to notify and respond to employees' working with agency sensitive or difficult clients.
- Creates a new section that requires the agency to provide de-escalation training and instructional materials available to employees working with sensitive and difficult clients.
- Adds language requiring the filing of an incident report should a problem of abuse or harassment by a client be reported by an employee; makes the report accessible, upon request, to all employees working with sensitive and difficult clients.
- Adds language requiring that employees working with clients who could become violent or dangerous be provided with the appropriate trauma-informed safety equipment.

Article 106.1M – Labor Management Committees (ODHS/OHA)

- Clarifies language around what subcommittees may be established for.
- Clarifies that payment for time spent in LMCs is to be pursuant to main LMC language in Article 106, Section 4(b).
- Allows both parties to come to agreement on how much additional time outside of LMC will be allowed for notetaking.

Article 121.1 – Education, Training, and Development (All)

- Adds language that requires the employer to offer training, when feasible, in various optional learning environments when it is.
- Allows employees who have been denied a job rotation to meet with their supervisor to discuss the reasons for the denial.

Letter of Agreement 49.1C – Trial Service (OED)

- Housekeeping - deletion of the no-longer-applicable Section 5.

Letter of Agreement 70.1C – Geographic Area for Layoff (OED)

- Incorporates language from the LOA into the main body of Article 70.1C – deletes language around the Centers Section and clarifies that all classifications within the entire Unemployment Insurance Division to be considered a single geographic area.

Letter of Agreement 106.1C – Labor Management Committee (OED)

- Requires employes and management to utilize Statewide LMC to discuss metrics.
- Outlines a process for how the discussions will commence, and who is to be considered in the discussions.

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- Requires management to respond to the Union's recommendations on metrics, and provide, in writing, any reasons for denial of the recommendations.
- Requires management to notify the Statewide LMC as soon as they determine that a change to metrics is deemed necessary.
- Outlines a six-month timeline to discuss and provide recommendations for newly implemented metrics – which also requires management to provide, in writing, any reasons for a denial of the Union's recommendations.

Letter of Agreement 123.1M – Inclement Weather/Hazardous Conditions Leave (OHA Public Health Division)

- Housekeeping – changes the referenced article in Section 1 from Article 132 to the correct Article 123.

Letter of Agreement 00.00-99-45 – Employee Recognition Plan (ODHS/DDS)

- Housekeeping – clarifies that winners of the DDS recognition will be provided either half a working day or a \$25.00 restaurant gift certificate.

Letter of Agreement 00.00-16-293 – Temporary Lodging of Children (ODHS)

- Clarifies the definition of temporary lodging.
- Add a \$1.00 per hour differential for employees providing temporary lodging.
- Requires that assigned binders will include a safety plan for the child and for the employee working with the child, pursuant to the procedure outlined in Article 103.1M, Sections 1 and 2.
- Adds language that gives employees working temporary lodging during their regularly scheduled workweek with the opportunity for overtime to complete other assigned duties.
- Adds two additional pieces of information to be included in the monthly report sent to the Union.
- Clarifies language around what expenses may be paid out to employees supervising children and/or young adults in temporary lodging.
- Requires employees to be supplied with any appropriate devices needed for temporary lodging.
- Adds a new section that requires the appropriately equipped vehicle to be provided to employees to safely transport children and/or young adults in temporary lodging.

Letter of Agreement 00.00-19-344 – Trauma-Informed Training (All)

- Adds language that requires all employees to be notified about trauma-informed trainings.

Letter of Agreement 00.00-19-365 – Child Welfare Caseload (ODHS)

- Requires supervisors to assist employees managing caseloads above the workload model; clarifies that such assistance will be provided regularly while the employee has a caseload above the workload model.

Letter of Agreement 00.00-19-367 – Child Welfare Reporting (ODHS)

- Housekeeping – clarification on what SSAs are.
- Adds additional pieces of information to be included in the monthly report sent to the Union.

NEW Letter of Agreement – Reclassification and Vacancy Reporting (OHA)

- Outlines a new Data Request list that the employer must supply biannually to the Union.
- Requires that an initial backdated report also be sent to the Union by October 31, 2023.

NEW Letter of Agreement – Seniority List (ODHS/OHA)

- Requires that a quarterly seniority list be sent to the Union, with the first list to be issued within 30 days after ratification of the contract.
- Requires the seniority list to also include time spent in job profile.

NEW Letter of Agreement 34.1M – Standby Duty/On-Call Duty (ODHS/OHA)

- Modifies the current On-Call language to include language that requires On-Call to be assigned to volunteers first, and then distributed as equally as feasible.
- Requires that the Agency consider circumstances which could cause On-Call assignments to result in an unusual burden on the employee.

NEW Letter of Agreement – Agency-Monitored/Recorded Phone Calls

- Requires that calls will not be reviewed and/or monitored solely to initiate discipline.
- Allows managers to follow up on phone call concerns identified by staff or clients.

NEW Letter of Agreement 107.1 – Job Protection for On-the-Job Illness or Injury (All)

- Requires that employees physically assaulted during their duties and unable to complete the rest of their shift to be paid for the rest of the shift.
- Allows employees to use any earned leave time off, for up to three (3) calendar days immediately following a physical assault.
- Allows employees who have no earned leave time off immediately following a physical assault to use authorized leave without pay and/or Hardship Leave.

Institutions Coalition

Article 32.2 - Overtime (All)

- All overtime eligible workers can now cash out comp time at any pay period, except hours earned in the current month for the pay period they're requesting.
- All straight-time eligible workers will now have the can now cash out accrued straight time hours at any pay period, except hours earned in the current month for the pay period they're requesting.

Article 32.2A - Overtime (OYA)

- Housekeeping – clarifies a standard week is 7 calendar days.

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- Increases the mandate penalty pay from \$100 to \$150.

Article 32.2C.H - Overtime (OSH and Pendleton Cottage)

- Housekeeping – clarifies a standard week is 7 calendar days.
- Increased the mandate penalty pay from \$100 to \$150.
- 10-hour respite paid time between shifts when mandated.

Article 45.2C – Filling of Vacancies (OSH)

- Clarifies that only the OS2s that are on the Nursing Units within the secure perimeter must use the pre-bid system for lateral transfers.
- Any vacant positions that remain vacant during the last 7 days of the quarterly bid cycle, shall be filled by lateral bid applicants within the next quarterly bid block before posting open competitive.
- Any position that becomes vacant during the last 7 days of the current bid block shall be filled by lateral bid applicants before posting open competitive.

Article 58.2 – Holiday Scheduling (All)

- Removes the language that excluded OYA Administration and Field Offices from reverting their schedule to a regular workweek schedule during the week of a holiday if they are on an alternate work schedule.

Article 90.2H – Work Schedules (Pendleton Cottage)

- Based on operational needs, employees may now combine their 30-minute meal break with one 15-minute paid break.
- Workers at PC will now have a 13/20 scheduling option.

Article 97.2A – Scheduling of Compensatory Time off (OYA)

- Housekeeping - Strikes compensatory cash out language due to Tentative Agreement in Article 32.2.

Article 97.2C,H – Scheduling of Compensatory Time off (OSH and Pendleton Cottage)

- Housekeeping - Strikes compensatory cash out language due to Tentative Agreement in Article 32.2.
- Adds language that on November 1 of each year, any compensatory hours not carried over will be paid out.

Article 97.2K – Scheduling of Compensatory Time off (OYA Admin and Field Services)

- Housekeeping - Strikes compensatory cash out language due to Tentative Agreement in Article 32.2.

Article 107.2 Job Protection for On-the-Job Illness or Injury (OSH, OYA, Pendleton Cottage)

- Housekeeping – clarifies that employees can use their own leave time for up to 3 days following a physical assault on the job when they don't qualify for the 3 days of paid administrative leave.
- Supplemental pay for those receiving worker's compensation benefits so they can receive 100% of their pay during this time.
- This language combines Articles 60.2A and 101.2C,H into 107.2.

Article 121.2 - Education, Training and Development (All)

- All workers in the coalition will now get 24 hours of paid time per license renewal cycle to complete continuing education hours.

Article 122.2A – Uniforms, Protective Clothing, and Tools (OYA)

- Scrub reimbursement of \$200 per biennium for Dental Assistants and RNs at OYA.

Article 122.2C - Uniforms, Protective Clothing, and Tools (OSH)

- Up to \$150 boots reimbursement for Facilities Services.
- Up to a \$100 slip resistant shoes or boot reimbursement for EVS and Materials Management.
- \$50 reimbursement for prescription safety glasses for employees required to wear safety glasses in their position.

Article 122.2H - Uniforms, Protective Clothing, and Tools (Pendleton Cottage)

- Rain and protective gear will be issued to Ground Maintenance and Facilities Service Workers.
- In lieu of agency provided footwear, an employee can elect up to \$150 boots reimbursement for Ground Maintenance Facilities Service Workers.

Letter of Agreement 26.2C - Weekend Shift (OSH)

- Housekeeping – removed all reference language to CNAs.

Letter of Agreement 26.2C- Clinical Supervision and Preceptorship (All)

- Increases from 2.5% to 5%.
- Expands to include OYA and Pendleton Cottage.
- Expands to include Social Workers.

Letter of Agreement 26.2C - Forensic Evaluations (OSH)

- Creates a new pay option of 8% above base rate of pay beginning 10/1/2023 for Clinical Psychologist's that work in this unit.
- Sunsets the existing 5% differential on 10/1/2023.

Letter of Agreement 26.2C,H - Licensed Clinical Social Workers (OSH and Pendleton Cottage)

- Extends this LOA to Pendleton Cottage.
- Adds a stackable 5% differential for Clinical Supervision.
- Adds language to include supervision of MSW students.

Letter of Agreement 26.2C,H - Certified Alcohol Drug Certification (OSH and Pendleton Cottage)

- Incorporates language from the LOA into the main body of Article 26.2C.
- Adds Pendleton Cottage to the 5% Differential for a CADC certification.

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Letter of Agreement 26.2C - LPN Differential (OSH)

- Increases the NOC shift differential to \$3.50 for the LPNs.

Letter of Agreement 32.2C - Overtime Selection: MHT, CNA & LPN Volunteers (OSH)

- Incorporates language from the LOA into the main body of Article 32.2C.

Letter of Agreement 34.2C Pharmacy Program (OSH)

- Pharmacists will now get standby pay hour for hour instead of 1 hour for every 6 hours, as they had for on-call.

New Letter of Agreement 26.2 - Sex Offender Treatment Program (OSH)

- 5% differential to any Clinical Psychologist and/or Behavioral Health Specialists for all hours worked in the sex offender treatment program that are assigned and who are certified.

New Letter of Agreement 26.2C - American Board of Professional Psychology Certifications (OSH)

- 5% differential to any Clinical Psychologist 2 that is American Board Psychiatric certified for all relevant hours worked.

New Letter of Agreement 121.2 - Continuing Education for Clinical Psychologists, Psychiatric Social Workers and Behavioral Health Specialists (ALL)

- \$1,000 per biennium in reimbursement for continuing education expenses on top of what the agency provides for free in CEUs.

New Letter of Agreement - Critical Overtime Incentive (OYA)

- \$13.00 for GLCs when staff to youth ratios fall below the local operating procedures for a facility.

New Letter of Agreement - Critical Needs Incentive (OSH)

- \$11.25/hour for MHTT, MHT1, MHT2, and MHST's when staffing is projected below base staffing numbers.
- \$8.00/hour for Custodian and Food Service Worker/Cook's when staffing is projected below base staffing numbers.

New Letter of Agreement - Critical Needs Incentive LPNs (OSH)

- \$13.00/hour for any LPN who works a swing, night, or weekend shift as an "extra" shift, shall receive the pay differential, regardless of the date they agreed to work the shift.

Letter of Agreement 20.2A,C,H - Investigations, Discipline, and Discharge Video Recordings (All)

- This LOA will sunset. Language incorporated into the main body creating a new Article 20.2

Letter of Agreement 90.2C - Work Schedules-Thirteen-Hour 20 Minute Shifts (OSH)

- This LOA will sunset. Language incorporated into the main body of Article 90.2C

ODOT Coalition

Article 10.3 – Union Stewards (ODOT Coalition)

- Housekeeping - Updates an incorrect subsection reference in the ODF language.

Article 32.3 – Overtime (ODOT Coalition except Agriculture, Water Resources, OWEB)

- ODOT, OPRD, and DOGAMI can choose cash or compensatory time for each occurrence of overtime worked.
- Forestry can always choose cash for overtime worked.
- Incorporates Motor Carrier Overtime LOA
- Incorporates Working Away from MCTD LOA

Article 32.3G,H,I – Overtime (Agriculture, Water Resources, OWEB)

- Employees have the option to have all or some of their compensatory time cashed out once per year.
- Compensatory time accruals over 120 hours on June 30th of each year will be cashed out.

Article 45.3C – Filling of Vacancies (Forestry)

- Adds clarifying language that transfers can only occur between the same appointment type.

Article 45.3H,I – Filling of Vacancies (Water Resources and OWEB)

- The Agency will announce all openings it intends to fill via email on the day that opening is posted.
- All current employees who meet with minimum and special qualifications will be interviewed and considered.
- Housekeeping: Adds duties after work
- Current employees will be considered before external applicants.
- Employees who are applying for open until filled positions must apply during the initial review period and must be responsive during the recruitment process.

Article 58.3 – Holidays (Forestry)

- The Agency will designate whether employees will recognize the holiday on the actual day or on the recognized day.
- When an employee's schedule changes, the Agency will revisit when the employee will recognize the holiday.

Article 60.3C – Leaves of Absence with Pay (Forestry)

- Employees who work away from their official workstation for fourteen consecutive days shall receive sixteen hours off at straight time rate of compensation.

Article 66.3 – Vacation Leave (All)

- Back-to-back seasons must be with the same agency.
- Employees can carry over fifty hours of vacation time when employed in back-to-back seasons.

Article 70.3C – Geographic Area for Layoff (Forestry)

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Articles not summarized below remain unchanged as Current Contract Language

- Clarifies layoff and return practice.

Article 71.3B – Seasonal Employees (OPRD)

- Adds that if a seasonal accepts a position in the same classification within the agency that it will be considered a lateral transfer.

Article 90.3B – Work Schedules (OPRD)

- Employees can trade shifts and can only be denied for a valid business reason.

Article 90.3C – Work Schedules (Forestry)

- Adds the F and M schedule.

Article 90.3G,H,I – Work Schedules (Agriculture, Water Resources, OWEB)

- Housekeeping – corrects Article reference.

Article 101.3 – Safety and Health (All)

- Identifies a reporting system for exposure to hazardous materials.
- The Agency will inform people who have had an exposure.
- The Agency will keep records of the exposure according to the state's record retention policy.

Article 103.3 – Sensitive and Difficult Clients (All)

- Employees will use the Agency's incident reporting system to report hostile, intimidating, violent, or abusive behavior.
- The Agency will notify all employees in an affected worksite when a threat is made.
- Relevant pieces of any plans made will be shared with the worksite.
- Employees who work with the public may request training.

Article 122.3A,B – Uniforms, Protective Clothing, and Tools (ODOT, OPRD)

- ODOT only – ANSI boots reimbursement increased to \$275.
- ODOT only – Clothing allowance increased to \$350.
- ODOT only – MCEOs who do snow chain enforcement will receive \$100 in even-numbered years for winter work wear.
- OPRD only – ANSI boots reimbursement increased to \$275.
- OPRD only – Agency commits to working with people to find uniforms that fit and will accommodate people until they do.

Article 122.3C – Uniforms, Protective Clothing, and Tools (Forestry)

- Expands list of what reimbursement can be used for.
- Increases reimbursement to \$300 (\$150 per fiscal year for seasonals).

Article 122.3E – Uniforms, Protective Clothing, and Tools (ODFW)

- Increases uniform reimbursement to \$325.
- Adds Public Service Representative 2 and Biological Science Assistant to list of classifications required to wear uniforms.
- Other employees' allowance increased to \$150.
- The number of shirts increased to 3 and reimbursement increased to \$125 per fiscal year for employees with less than a nine-month assignment.

Article 122.3F – Uniforms, Protective Clothing, and Tools (DOGAMI)

- Employees whose clothes are damaged in the line of work and who do not have access to protective clothing may be reimbursed for up to \$100 per biennium.

New Article 71.3C - Seasonal Employees (Forestry)

- Adds that if a seasonal accepts a position in the same classification within the agency that it will be considered a lateral transfer.

Letter of Agreement – 122.3B-11-207 – Boot Allowance Eligibility Education (Parks)

- Agency will send email by or around June 30th each year and post a copy in all break rooms.
- A copy of the email will be placed in the employee resource guides.

Letter of Agreement – 00.00-05-137 – Work Capacity Testing (Forestry)

- Updates screening process language.
- An employee may submit a letter from a medical professional if cannot pass WCT for temporary reasons.
- Will find suitable work, if available for someone who did not pass WCT.
- The Agency will layoff someone who cannot pass and for whom they cannot find work.

Letter of Agreement – 00.00-21-406 – CDL Training (ODFW)

- Updates LOA for ongoing training.
- Removes committee.

New Letter of Agreement – Footwear Reimbursement (Agriculture, Water Resources, and OWEB)

- Discussions about internal processes and consistency across programs for the reimbursement of footwear will remain on LMC agendas until they are achieved.

New Letter of Agreement – Housing Review (OPRD and Forestry)

- Accessibility and affordability of seasonal housing will be a standing topic at LMC.
- If the Agency creates a committee specifically about housing, the union will have at least one member on the committee.

New Letter of Agreement – Gender Discrimination and Sexual Harassment (OPRD and Forestry)

- Gender Discrimination and Sexual Harassment will be a standing agenda item at LMC.

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- Union can request data on number and types of complaints filed at Agency.

Letter of Agreement – 26.3A-20-389 – Telework Project (DMV)

- This LOA will sunset.

Letter of Agreement - 00.00-16-289 – Maintenance Trainee Program (ODOT)

- This LOA will sunset.

Letter of Agreement - 00.00-19-345 – Updating Positions Prior to Layoff (DOGAMI)

- This LOA will sunset.

Letter of Agreement – 00.00-21-400 – Incident Management Team (Forestry)

- This LOA will sunset.

Specials Coalition

Article 10.5 – Union Rights (All)

- Department of Education: Rather than a limit of 12, every office representing five (5) or more employees will be entitled to one (1) steward for every twenty-five (25) permanent employees.
- Department of Early Learning and Care (DELIC): Every office representing five (5) or more employees will be entitled to one (1) steward for every twenty-five (25) permanent employees.

Article 32.5I– Overtime (OHCS)

- Clarifies language around notice of overtime. Management will comply with section 5.
- Adds language around payment of overtime and gives outline on that.
- Adds Language to allow for Compensatory time accrued by employee choice may accumulate to a maximum of two-hundred and forty hours (240) with the option of carrying over to the next fiscal year with approval from both the employee and manager.

Article 45.5– Filling of Vacancies (All)

- Added language to Section 1 part (C) “complete the application process” and removed “apply”.

Article 45.5E– Filling of Vacancies (DAS)

- Adding in transfer for opportunities for other agencies workers. Also clarifies that any minimum or special qualifications are required to be considered, and all shall participate in the interview process and be given full consideration.

Article 45.5G– Filling of Vacancies (PERS)

- Adds the agency intent to promote or transfer current employees when possible.
- Adds language that all positions that are to be filled through transfer shall be posted to the Agency’s intranet.
- If two (2) or more employees meet the minimum and special qualifications for the position, the employee with the greatest length of service in the classification will be selected for both transfers and promotions.
- In section four replaces the word “will” with “shall”.

Article 45.5N– Filling of Vacancies (DOR)

- Adds “by email” to indicate how promotional opportunities will be announced.
- Removes from section 1 “When vacancies are to be filled by the Agency through the 5 opening of a new job announcement, they will be posted for ten (10) business days and a list of 6 openings will be sent out electronically to all employees, and by posting them on a bulletin board 7 outside the Human Resource Office.”
- Creates new section 2 with language stating all Agency employees who apply and meet the minimum and any special qualifications for 9 the position shall be interviewed and given full consideration.
- Adds “or lateral transfer” to section about length of service being the tiebreaker when two or more employees are equal in other respects.
- Removes “Upon request, supervisors will provide appropriate career 14 guidance or will refer employees to appropriate career guidance sources in order to better prepare the 15 employees for promotional opportunities.”
- Removes old Sections 3,4, and 5.

Article 90.5– Work Schedules (All)

- Removes the exemption from the “M” and “F” work schedule options that had previously not been available to employees at the Oregon Department of Veteran’s Affairs (ODVA)

New Article 61.5A– Leave Without Pay (ODE)

- Removes old Letter of Agreement language as we moved this language into the contract as a new article.
- Removes “with the exception of #2 below” from Section 1 (a)
- Removes language about utilizing unpaid leave time in conjunction with paid leave in order to receive holiday pay for Christmas Day, New Year’s Day, Thanksgiving Day, and the Friday after Thanksgiving and replaced it with language stating that employees will receive holiday pay for applicable holidays in accordance with Article 58 – Holidays.
- Removes old section 4 Employees will code the unpaid leave as “LV.”

New Article 70.5Z– Geographic Area for Layoff (DELIC)

- Language for new agency DELIC which set the following: for purposes of Article 70–Layoff, the geographic areas are:
 - (a) Salem

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- (b) Portland, Tualatin
- (c) Eugene
- (d) Medford
- (e) Redmond
- (f) LaGrande

New Article 121.5A– Education, Training and Development- ASLPI Testing (ODE-OSD)

- Removes references to the Letter of Agreement as the language has been incorporated into the contract as a new article.
- Adds that the agency will pay for the initial testing costs for new employees in addition to the retesting costs.

Letter of Agreement 26.5-21-407– Lead Work Assignments (All)

- Adds that efforts will be made to provide equitable development opportunities in the Leadworker assignments.
- Adds “Employees will be considered for Leadworker assignments on the basis of each candidate’s qualifications and the requirements of the assignment. The notice of the assignment will include a description of the Leadworker duties, the approximate length of the assignment, a description of the selection process and required submissions.
- Removes old section 2
- Language now states that Leadworker assignments may be reviewed at any time rather than that they will be reviewed annually.
- Adds “Agency business needs may require a review at the end of the assignment or annually.”
- Creates section 4 that states “Leadworker assignments are based on the Agency’s business needs and shall be no less than (ten) 10 consecutive calendar days. The length of the Leadworker assignment shall be determined by the Agency’s business needs.”
- New section 5 states “Any employee who submits their interest in a Leadworker assignment who is not assigned may request, and shall receive in writing, an explanation of the reason(s) why they were not selected.”

Letter of Agreement 27.5A-03-73– Coaching Pay Rates – Codifying Existing Pay Rates (ODE)

- All coaching pay stipends are increased by 10%.

Letter of Agreement 101.5Q,V-21-409– Safety and Health, Field Investigations (DCBS, WCB)

- Expands the safety protocol for OSHA field investigators to Workers’ Compensation Division Field Investigators, and any other employees at DCBS and WCB who do field work.
- Adds “investigatory” and “investigation” as descriptors of the work activities covered.

New Letter of Agreement 73.5A-21-413– Academic Year Pay Options (Education- OSD)

- Creates a new temporary committee to explore pay options for full-time salaried Academic Year employees at Oregon School for the Deaf.
- The committee will begin no later than November 1, 2023 and will complete a report with potential options/recommendations to the Agency leadership for consideration based on the outcome of the committee’s work by June 1, 2024.

New Letter of Agreement 101.5Q,V Safety and Health, Elevator Accessibility (DCBS, WCB)

- Establishes what happens if an employee is unable to access their normal work area due to lack of maintenance or non-compliance with ADA regarding building elevators.
- The agency will attempt to provide the employee with an accessible, ergonomically adjustable workspace in the same building.
- If an accommodation is not provided within one (1) hour, the employer will allow the employee to work remotely or use their own leave for the remainder of their workday.
- If an employee is not approved for remote work, the employee shall be paid for the remainder of their workday.

Letter of Agreement 51.5-22-428– Early Learning to Permanent Positions (ODE)

- This LOA will sunset.

Letter of Agreement 51.5-22-434– Early Learning LD to Permanent Position Movements (ODE)

- This LOA will sunset.

Letter of Agreement 61.5A-15-254– Leave Without Pay—Unpaid leave & Holiday Pay (ODE)

- This LOA will sunset, and the language will be incorporated into new Article 61.5A.

Letter of Agreement 73.5A-21-413– Academic Year Pay Options (Education- OSD)

- This LOA will sunset.

Letter of Agreement 121.5AI-20-391– Education, Training & Development – ASLPI Training

- This LOA will sunset, and language will be incorporated into new article 121.5A.

Letter of Agreement 00.00-21-408– FTI Positions Review (DOR)

- This LOA will sunset.

Letter of Agreement 00.00-22-424– LD Appointments to Permanent Positions (ODE)

- This LOA will sunset.