

# **SEIU Represented Agencies – Institutions Coalition**

## **Contract Training 2011-2013 SEIU and State of Oregon Collective Bargaining Agreement**



*Department of Administrative Services  
Human Resource Services Division,  
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# Agencies of SEIU Institutions Coalition

- **Oregon Health Authority Institutions:**
  - .2C - Oregon State Hospital (Salem and Portland campuses)
  - .2G - Blue Mountain Recovery Center, Pendleton
  - .2H - Pendleton State-Delivered Secure Residential Treatment Facility (Pendleton Cottage)
- **Oregon Youth Authority:**
  - .2A - Facilities and Camps
  - .2K - Administrative and Field Services

# Letters of Agreement, a package re OSH

A package of LOAs (Letters of Agreement) under the title LOA 32.2C-07-159 were signed on 7/14/11. This was begun at the Institutions Coalition bargaining table, and was completed by a sub-committee of the SEIU Central Table.

LOA 32.2C-11-221: Overtime Pilot Project on Voluntary and Mandated Overtime (OSH only).

LOA 32.2CGH-11-220: Staffing, Overtime and Safety Issues (OSH institutions only)

LOA 45.2C-11-222: Labor Management Committee on Competence (OSH only).

LOA 60.2C-11-223: Leaves With Pay (OSH only)

These are described in the order of the articles impacted by the agreements.

# Contract Revisions: 10.2A and 14

## Article 10.2A – Union Stewards/Rights

(OYA Facilities and Camps)

Section 2. Numbers of Union Stewards amended such that each facility and camp are eligible to have two Stewards for the first 50 employees and one (1) additional Steward for each group of 50 for fewer employees.

## Article 14 – Negotiations Procedures

(Institutions Coalition, described in Central Table section)

Amended DHS Institutions to Oregon Health Authority (OHA) Institutions and removed reference to the closed Eastern Oregon Training Center (EOTC).

# Contract Revisions: 32.2ACGH

## Article 32.2ACGH – Overtime, Penalty Pay

(OYA Facilities and Camps, OSH, BMRC, PC)

32.2A, section 6 (OYA), and 32.2CGH, section 5, increases the Penalty Pay from \$5.50 to \$7.50 per shift, payable if an employee works two shifts and no meal is provided during the 2<sup>nd</sup> shift.

# Contract Revisions

## LOA 32.2C-07-159

### LOA 32.2C-07-159 – Overtime, CNA and LPN Volunteers

(OSH)

A protocol for the assignment and equalization of overtime opportunity. Portland OSH campus is considered one program for this process. Prioritization process for offering OT to MHTs, and for offering OT to LPNs. OT will be assigned bi-monthly.

Requests to work in the two periods must be made within certain dates. Employees not selected for OT will be placed on an availability list for that date/shift. EE with least amount of OT in the month will be offered the OT. EE may not pre-schedule more than one vacancy for a specified shift or portion thereof.

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# ... LOA 32.2C-07-159 continuation

Volunteers for OT must meet qualification criteria. EE who accepts OT assignment is expected to work the hours. Less than 4 hours notice to cancel by EE will cause that EE to not pre-schedule OT for the following bi-monthly period.

Prior to any mandate of OT, the institution will exhaust all other options, including on-site volunteers and a call list of qualified EEs. Mandatory OT assignments will from a rotation list.

# Contract Revisions: LOA 32.2CGH-11-220

## LOA 32.2CGH-11-220

### Article 32.2CGH – Overtime; Staffing, Overtime and Safety Issues (OSH, BMRC, PC)

- 1: Parties agreed to establish 3 (three) working Labor/Management Attendance Committees (LMAC). The committees will develop and maintain the following:
- (a) Education package on the problems of shift work; negative effects of leave without pay and assignment of trade option.
  - (b) Investigate day care options for employee's children when their illness or emergencies may hinder their parents coming to work.

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# ...LOA 32.2CGH-11-220 continuation

2: Personal Business: Staff will be allowed to utilize personal business leave in any increments for unexpected, unplanned problems that arise that prevent the employee from reporting to work in a timely manner. Requests to convert time must be submitted within 5 days following the occurrence. LMAC will review data of the usages.

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# ...LOA 32.2CGH-11-220 continuation

## 3. Shift Trading:

- (a) Qualified employees in the same work area and same classification may mutually agree to a trade, so long as staffing ratio is maintained and no overtime is created. Must be agreed in writing and notice to the supervisor. Trading outside of a classification must be approved by the appropriate supervisor.
- (b) Regular status qualified employees in the same classification may mutually agree to trade a full schedule on a temporary basis for a period of up to ninety (90) days per fiscal year. Request must be in writing, create no overtime and maintain staffing ratios. Pre-determined vacations will be handled as per the CBA article. Employees with discipline within the prior 6 months of the requested trade are not eligible to trade.

# Contract Revisions

## 45.2CG (OSH, BMRC)

### 45.2CG Filling of Vacancies

(OSH, BMRC)

Section 2, Transfers Within Classification, (c)(1): Notice of vacancy shall be posted on a central board for 5 days (increased from 3 days).

# Contract Revisions: LOA 45.2C-11-198 (OSH)

## LOA 45.2C-11-198 Seniority Selection Process into New Programs 45.2C – Filling of Vacancies (OSH)

This LOA was negotiated during the interim of the 2009/2011 CBA and dealt with the transition of employees from the old OSH facility to the new OSH facility.

# Contract Revisions: LOA 45.2C-11-222 (OSH)

## LOA 45.2C-11-222 Labor/Management Competence Committee

### 45.2C – Filling of Vacancies (OSH)

A L/M committee of 4 Union and 4 Management representatives will define, approve and implement competencies within program areas. Competencies for Harbors, Trails and the Treatment Mall Program shall be finalized no later than 12/1/11. Competencies for Bridges and Springs will be completed with(in) 30 days after opening of each program. Competencies for Portland will be completed no later than 6/30/12.

For the purposes of lateral transfers onto units outside their program area each employee will have to meet the competencies of the program. The L/M committee will develop a training and evaluation program to allow a process for transferring.

# Contract Revisions

## LOA 60.2C-11-223

### Letter of Agreement 60.2C-11-223 Work Injury Administrative Leave

#### Article 60.2C – Leave With Pay (OSH)

In the event a staff person is physically assaulted in the course of their duties, the Agency will pay up to three (3) days administrative leave for the employee, following an injury:

- (a) Employee seeks medical care within 48 hours of injury.
- (b) Employee applies for and receives approval for worker's compensation.
- (c) Employee's physician certifies the employee cannot work.

If claim is denied, or if SAIF claim is approved and employee receives time loss payments of 14 or more days, Agency will recoup the moneys (see Article 29, Section 10).

# Contract Revisions: 90.2H Work Schedules

## Article 90.2H – Work Schedules

(Pendleton Cottage)

Section 6 - Shift Assignments (new language).

Process for seniority to be used in filling new or vacated shifts. Not eligible if any discipline within prior six months or if transferred within prior nine months.

Night Shift: at least half of the positions must be staff who have completed Trial Service. If that is not possible, then a temporary assignment of the least senior employee on day or swing shift will be assigned to the night shift until the Trial Service is completed.

# Contract Revisions: 121.2 Education, Training & Development

## Article 121.2 – Education, Training & Development

(Institutions Coalition, except OYA Administration and Field Services)

Section 2 amended to add: “Oregon State Hospital will, however, make a good faith effort to offer options for an employee to complete required trainings at a time conducive to his/her work schedule.”

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# Contract Revisions: 122.2C Protective Clothing & Tools

## Article 122.2C – Protective Clothing & Tools

(OSH only)

New language.

Provides direction that protective clothing is the property of the Agency and is to be returned upon termination of employment. Agency will determine color, type and quality of protective clothing. Agency will determine need to replace damaged clothing. Negligent handling may cause the employee to be required to replace the clothing. Protective clothing or devices may not be used for personal reasons. Rain gear and protective footwear will be provided to Ground Maintenance Workers 1 & 2, and Equipment Operators.





