

## DETAILED SUMMARY OF CHANGES TO THE 2007-2009 OUS-OPEU COLLECTIVE BARGAINING AGREEMENT

### ARTICLE 4 - TERM OF AGREEMENT

**Section 1.** New agreement expires June 30, 2009.

### ARTICLE 10 - UNION RIGHTS

**Section 14 (G).** The Union will have work E-mail (if available)

### ARTICLE 13 – CONTRACTING OUT

Feasibility study will be required when bargaining unit members will be displaced under specified circumstances.

### ARTICLE 18 - GRIEVANCE AND ARBITRATION PROCEDURE

Oregon Family Leave Act added to the grievance procedure.

**Section 5** - If a complaint is filed outside, the employer is relieved of the obligation to respond a grievance filed under this Agreement.

### ARTICLE 19 - NO DISCRIMINATION

**Section 1** – Language amended defining a protected class. Complaints alleging discrimination may be directed to the University's Equal Opportunity/Affirmative Action Office or presented as a Step 2 grievance.

### ARTICLE 20 - DIFFERENTIAL PAY

#### **Section 3. Special Qualifications Pay -**

(E) Application: C0312 – Campus Dispatcher

Eligibility: Campus Dispatchers required to receive and successfully complete the telecommunicator training offered at the Department of Public Safety Standards and Training.

Rate: A differential of 10% over the base rate shall be paid.

(F) Application: C6422 and C6423 – Veterinary Technician 3 & 4

Eligibility: Veterinary Technicians required to receive and maintain an Oregon Veterinary Medical Examining Board certification.

Rate: A differential of 10% over the base rate shall be paid.

**Section 4. Shift differential - (A)** Eligibility: Shift Differential shall apply to all employees except temporary appointments. In order to qualify for the shift differential, an employee must be in a job classification which is allocated to Salary Range 23 or below. All employees shall be paid a differential as outlined in Paragraphs (B) and (C) below for each hour or major portion thereof (thirty minutes (30) or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday.

(B) Effective January 1, 2008, all other personnel excluding those identified in Paragraph (C) will receive a differential of **seventy-five cents (\$.75) per hour**

### ARTICLE 21 – SALARY

**Section 1. Salary Increase.** Effective July 1, 2007, salary rates shall be increased by three percent (3%) but not less than eighty dollars (\$80) per month (pro-rated for part-time employees). Effective November 1, 2008, salary rates shall be increased by three and two-tenths percent (3.2%) but not less than eighty-five dollars (\$85) per month (pro-rated for part-time employees).

Effective November 1, 2008, salary ranges 5 through 10 will be truncated as follows:

SALARY RANGE	DELETE STEPS
SR 5	1 through 6
SR5B	5 through 6
SR 6	1 through 5
SR 7	1 through 4
SR 8	1 through 3
SR 9	1 through 2
SR 10	1

(E) Effective January 1, 2008 new ranges for the following classifications have been bargained as follows:

Classification	Class #	Prior Range	New Range
Able Mariner	4511	14	16
Asst Port Engineer	4535	22	24
Boatswain	4512	16	18
Boat Operator	4515	15B	17B
Campus Security/Public Safety Officer	5522	15B	17*
Dental Assistant 1	6390	12	14
Dental Assistant 2	6391	15	17
Dental Hygienist	6396	28	30
Equipment Operator 2	4421	15B	17B
Instrument Technologist-Mechanical	3163	23	23B
Laboratory Animal Technician 1	6880	10	11
Laboratory Animal Technician 2	6881	13	14
Ordinary Mariner	4510	10	12
Pharmacist	6260	33	35
Radiologic Technologist 1	6347	18	20
Radiologic Technologist 2	6348	21	23
Ship's Asst Cook	4500	9B	11B
Ship's Cook	4501	17B	19B
Ship's Electrician	4520	18B	20B
Ship's Third Mate	4525	15	17
Ship's Second Mate	4526	21	23
Ship's First Mate	4527	24	26
Ship's QMED	4540	14	16
Ship's 2nd Asst Engineer	4545	18	20
Ship's 1st Asst Engineer	4546	24	26
Ship's Chief Engineer	4547	29	31
Veterinary Technician 1	6420	12	13
Veterinary Technician 2	6421	13	14
Veterinary Technician 3	6422	16	17
Veterinary Technician 4	6423	18	19

\*Each university may choose to implement by the "least cost method" set forth above or by moving an effected employee to the next higher salary step in the higher range on the effective date.

**ARTICLE 24 – INSURANCE**

**Section 2. Employer Contribution.** Should rates for 2009 exceed the Employer contribution, the parties shall jointly petition the Public Employees Benefit Board to use reserve funding to support any premium increase above twelve percent (12%). In the event the premium increase in excess of twelve percent (12%) is not covered by PEBB reserves, the Employer will provide written notice to the Union of the

anticipated increases. The Union will then provide the Employer written notice which one of the following two options to implement:

- Option 1 – The three and two-tenths percent (3.2%) salary schedule adjustment scheduled for November 1, 2008 shall be reduced by one-quarter percent (0.25%) for each one percent (1%) increase in premiums over twelve percent (12%).
- Option 2 – The three and two-tenths percent (3.2%) salary schedule adjustment scheduled for November 1, 2008 shall be delayed by a period of months identified by the Employer as sufficient to cover the unanticipated increase.

**ARTICLE 32 - FILLING OF VACANCIES**

**Section 1.** Each university shall promote mobility of employees as provided in Article 61.

**ARTICLE 40 - SICK LEAVE**

**Section 2. Utilization of Sick Leave with Pay** – added domestic partner and grandchild in list of employee’s immediate family.

**Section 9, (6)** Deleted parenting leave article and merged language into new subsection entitled OFLA.

**ARTICLE 41 – BEREAVEMENT LEAVE**

Added grandchild in the definition of “immediate family.”

**ARTICLE 43 – ELECTION DAYS**

Removed – due to vote by mail.

**ARTICLE 47 – VACATION LEAVE**

**Section 1.** Added additional benefit:

After (a) 25 <sup>th</sup> year; (b) 25 <sup>th</sup> annual season; (c) 300 <sup>th</sup> month	27 workdays for each 12 full calendar months of service (18 hours per month)
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**Section 18.** Nothing in this Article shall be construed to prohibit the donation of hours of accrued vacation leave for conversion to supplemental military pay pursuant to the OUS Military Leave Donation Policy, Human Resources, OUS Fiscal Policy Manual 57.100, as amended from time to time.

**ARTICLE 48 - LAYOFF**

**Section 3. (D)** Replaces Permanent with Regular

**(E) (7)** Requires a displaced employee who elects to be laid off in lieu of placement to express their intent in writing.

**(E) (9)** Clarifies under Section 3(E), an employee shall only be eligible to displace another employee with lower seniority.

**Section 9. University Layoff Recall Lists.**

**(A) (2)** placed in seniority order, upon employee **written** request within thirty (30) days of the effective date of the layoff or placement, on the layoff recall list for:

- a. Any classifications (or the successor classification) that the employee held **within the previous three years** and had successfully completed trial service while employed by OUS.
- b. If the employee is in a classification that is part of a series at the time of layoff, then any lower classification within that classification series.

**(3)** Employees on recall lists referenced in Section 9 (A) of this article may remain on recall lists for a period not to exceed:

- a. **Two (2) years from the date of layoff if the employee has been demoted in lieu of layoff and is still employed at the University.**

- b. **One (1) year from the date of layoff if the employee has lost employment at the University as a result of layoff.**

**Section 10. Recall.**

**(B)** If an employee is certified from any layoff recall list and is offered a position, he/she shall have one (1) right of refusal **to be submitted in writing**. Upon a second refusal, however, the employee's name will be removed from the layoff recall list in all geographic areas. **Failure to respond in writing to the university Human Resources office within five (5) business days shall be deemed a refusal.**

**ARTICLE 60 - SPECIAL PROVISIONS SAILING COMPLEMENT (OSU)**

**Section 11.** Crew members will not receive on-call duty pay while at sea, except when assigned on-call duty while at a non-home port.

**ARTICLE 61 - EDUCATION, TRAINING AND DEVELOPMENT**

**Section 3.** At each university, two (2) university employee Union representatives and two (2) Employer representatives will meet, if requested by either party, to discuss application of this Article.

**ARTICLE 66 - INFORMATION TECHNOLOGY COMPENSATION PLAN**

The pay system for the Information Technology Operations Specialist, Equipment Systems Specialist, Information Technology Consultant, Operating Systems/Network Analyst and Analyst Programmer classifications will be based on the following Compensation plan.

**Section 1. Merit Pay Program.** Base pay increases (BPI) will be based on performance and shall be given no less frequently than annually.

<b>Performance Rating</b>	<b>At or Below Control Point *</b>	<b>Above Control Point</b>
Consistently exceeds standards	BPI 6.00 - 7.25%	BPI 3-4%
Meets standards	BPI 4.75%	BPI 2%
Deficient	BPI 0%	

\*Control Point is set at 45% above the low rate of the competency zone.

See Appendix E for compensation schedules for Information Technology classifications.

**Section 3. Performance Evaluations.** An Information Technology employee who receives a performance rating of "Does Not Meet Standards (Deficient)" may file a grievance under Article 54 – Position Descriptions and Performance Evaluations, Section 4. If an IT employee's supervisor has not completed the employee's performance evaluation by thirty (30) days after the employee's salary eligibility date, upon request by the employee, the University Human Resources Department will notify the supervisor in writing that the performance evaluation is overdue, with a copy of the notification to the affected employee. If the supervisor has not completed the performance evaluation by ninety (90) days after the employee's eligibility date, the employee will be given a base pay increase based on a "Meets Standards" rating under Section 1 of this Article, retroactive to the employee's salary eligibility date.

**Section 6. On-Call Duty for FLSA-exempt Employees.** Compensation for on-call duty for Article 26, Section 2 for FLSA-exempt Information Technology employees shall be the Employer's choice of either exchange time off administered subject to the provision of Article 25, Section 4(B) or payment in cash.

**LETTER OF AGREEMENT CHANGES**

**ARTICLE 24 - PART-TIME HEALTH INSURANCE**

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time plan through December 31, 2007 as follows:

- Employee Only (EE) - \$181.72
- Employee & Family (EF) - \$233.84
- Employee & Spouse (ES) - \$231.06

- Employee & Children (EC) - \$206.60

For Plan Year 2008 and 2009, the subsidy will be paid at an amount so that employees will continue to pay the same out-of-pocket premium costs that were in effect for Plan Year 2007. If an employee changes from one tier to another or changes plans pursuant to PEBB rules, his or her out-of-pocket premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium costs for his or her new tier.

### **REDUCED MEAL COST OF FOOD SERVICE EMPLOYEES - OREGON STATE UNIVERSITY**

This Letter of Agreement is entered into by and between the Oregon University System (OUS) on behalf of Oregon State University, hereinafter referred to as the "Employer", and the Service Employees International Union Local 503, OPEU, hereinafter referred to as the "Union".

The Employer and the Union agree that food service employees at Oregon State University shall pay the amount of one dollar (\$1.00) for **one meal per 24-hour day provided by the Employer at their work site during the employee's regularly scheduled meal break**. Packaged goods and bottled beverages are expressly excluded from the reduced meal costs implemented by this Agreement.

### **ACCOUNTING SERIES**

Effective September 1, 2003, the Oregon University System implemented new classification specifications for the following classifications: Accounting Technician, Grants/Contracts Technician, Accountant 1 and Accountant 2. This Letter of Agreement (LOA), between OUS and SEIU, outlines the transition of incumbents into the new classifications.

1. For the purposes of this LOA, "incumbent" is defined as anyone employed in one of the four classifications listed above on or before September 1, 2003.
2. Incumbents in the four classifications are considered as meeting minimum qualifications (MQ's) under Article 48 - Layoff, for placement or recall from layoff, to the same classification as they held on September 1, 2003, as long as they continue to be employed in that classification.
3. Incumbents in the four classifications are considered as meeting MQs for the purpose of a lateral transfer under Article 33 - Filling of Vacancies, as long as they continue to be employed in that classification.
4. Effective September 1, 2005, incumbents will need to meet the new MQ's for promoting or demoting into different classifications.
5. This LOA shall be non-precedent setting.
6. Every January, each university will remind employees of available university resources for dealing with inappropriate workplace conduct by means such as memoranda or electronic mail.

### **INAPPROPRIATE WORKPLACE CONDUCT**

**Every January**, each university will remind employees of available university resources for dealing with inappropriate workplace conduct by means such as memoranda or electronic mail.

### **CRIMINAL BACKGROUND CHECKS POLICY IMPLEMENTATION**

The parties acknowledge and agree that this Letter of Agreement satisfies and fulfills the statutory and contractual bargaining obligations of the parties with respect to the implementation of the Oregon University System (OUS) Criminal Background Check rule and the impact of that policy on current bargaining unit employees represented by SEIU Local 503, OPEU. Except as otherwise provided by authority such as, but not limited to, law, rule, regulation, ordinance, written advisory legal opinion, or condition of a grant, or as recommended in writing by a funding or regulatory entity, OUS agrees to the following:

- (1) A determination of fitness based on a criminal records check will not be required of a current employee in a position designated as a critical or security-sensitive position if the determination was not required when the employee was hired or placed into the position.
- (2) A criminal records check will not be required as a factor for determination of fitness of a current employee applying for a vacant position the university intends to fill, and has formally announced to be available, unless the criminal records check requirement was included in the position announcement.
- (3) In the event of a layoff under Article 48 of the collective bargaining agreement, a criminal records check will not be required as a factor for determination of fitness of a current employee for a position from which the current employee is seeking to displace another employee pursuant to Article 48, Section 3 unless the position of the potentially displaced employee was subject to a criminal background check as specified in the position description or other public record available in the Human Resources office as of the date of the current employee's layoff notice. An employee notified of a pending layoff under Article 48, Section 3(E) may decline consideration to be moved into any position designated as a critical or security-sensitive position by notifying Human Resources in writing of the employee's refusal to submit to a criminal background check. Such employee will be deemed to have refused the position for which the employee is otherwise qualified and to have elected to be laid off in lieu of placement. An employee who is not determined fit, following a criminal records check, for a position in which the employee would otherwise be placed, or who informs Human Resources when notified of the potential placement position of the employee's belief that determination of fitness for the position in question is unlikely, will not be considered position-qualified but will not be deemed to have refused the position.
- (4) A laid-off employee who notifies Human Resources of the employee's refusal to be considered for positions requiring criminal background checks will be deemed to have exercised a refusal of recall under Article 48, Section 10(B) to the first position for which the employee is otherwise qualified. An employee who is not determined fit, following a criminal records check, for a position to which the employee would otherwise be placed, or who informs Human Resources when notified of the potential placement position of the employee's belief that determination of fitness for the position in question is unlikely, is not position-qualified but will not be deemed to have exercised a refusal of recall.
- (5) Information obtained as a result of a criminal background check shall be maintained in a file separate from the employee's personnel file in conformity with OAR 580-023-0030. By entering this Letter of Agreement, neither party waives any statutory rights to obtain information regarding bargaining unit employees.
- (6) Employees shall not be required to pay the University's criminal background check fee(s).
- (7) University appointment decisions shall not be subject to the grievance or arbitration procedures except where based on alleged violation of applicable contract provisions other than this Letter of Agreement.

#### **FEASIBILITY STUDY FORM DEVELOPMENT**

The parties to this agreement will work together after ratification of this agreement in 2007 to develop a form for reporting cost information required for feasibility studies under Article 13, Section 1.