

LETTER OF AGREEMENT – Diversity, Equity and Inclusion Committee

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

The State of Oregon recognizes that the Employer’s greatest asset is the diversity of its workforce. We consider diversity to be broad and inclusive of race, ethnicity, gender, culture, age, ability, sexual orientation, gender identity, veteran status, and many others. As the demographics within Oregon continue to diversify, it is imperative that the State of Oregon evolves and innovates the way we recruit, retain, and provide developmental opportunities for our workforce. It is essential to become an “employer of choice” to attract and retain the top talent that can serve the increasingly diverse and complex needs of our public.

To meet these goals, the parties agree to create a committee aimed at the following:

- A. Addressing any issues, concerns, or attacks of diverse populations as it impacts state workers.**
- B. Ensuring the State of Oregon continually puts in a good faith effort to retain and promote employees, and hire and attract candidates from a diverse range of backgrounds.**

The committee will be composed of equal numbers of union and management representatives. AFSCME will appoint five (5) members to the committee. Participants on the Committee will be on paid status and shall be reimbursed for authorized travel expenses as per the State Travel Policy. Agencies will not incur any overtime as a result of Committee meetings or travel. Flexing schedules will be allowed to avoid overtime. The committee shall meet monthly at an agreed upon date and time.

The State will assign staff to support and facilitate the work of the committee. The committee shall be jointly led by the Employer and the Union.

The committee will convene no later than sixty (60) days after the effective date of the contract.

This committee shall be in addition to any committees negotiated at individual Local Tables.

LETTER OF AGREEMENT – RESPONSE COMMITTEE

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

The purpose of this Agreement is to create a committee to address concerns related to the impacts of Federal orders and changes to Central Table State Agency employees, including but not limited to access to gender affirming care and layoff language and processes.

The committee will be composed of equal numbers of union and management representatives. AFSCME will appoint five (5) members to the committee. Participants on the Committee will be on paid status and shall be reimbursed for authorized travel expenses as per the State Travel Policy. Agencies will not incur any overtime as a result of Committee meetings or travel. Flexing schedules will be allowed to avoid overtime.

The State will assign staff to support and facilitate the work of the committee. The committee shall be jointly led by the Employer and the Union.

The committee will convene no later than sixty (60) days after the effective date of the contract. After the initial meeting, the committee shall meet upon request of either party.

[BCD Article 16]

VACATION LEAVE

Section 1. Vacation Leave for Full-time Employees.

Full-time classified employees shall accrue vacation leave in accordance with the schedule below. Employees who are new to state service may use accrued vacation leave during the first six (6) months of employment; however, if an employee separates from state service prior to the completion of six (6) months, any accumulated vacation time not utilized will be lost and is not compensable upon separation.

Initial appointment to state service through fifth (5th) year	Twelve(12) workdays for each twelve (12) months of service eight (8) hours per month)
After fifth (5th) year through tenth (10th) year	Fifteen (15) workdays for each twelve (12) months of service (ten (10) hours per month)
After tenth (10th) year through fifteenth (15th) year	Eighteen (18) workdays for each twelve (12) months of service (twelve (12) hours per month)
After fifteenth (15th) year through twentieth (20th) year	Twenty-one (21) workdays for each twelve (12) months of service (fourteen (14) hours per month)
After twentieth (20th) year through twenty-fifth (25th) year	Twenty-four (24) workdays for each twelve (12) months of service (sixteen (16) hours per month)

After twenty-fifth (25th) year

Twenty-seven (27) workdays for
each twelve (12) months of service
(eighteen (18) hours per month)

A full-time employee working less than a month shall accrue vacation leave on a pro rata basis. If an employee has a break in service and that break does not exceed two (2) years, the employee shall be given credit for the time worked prior to the break in service.

Section 2. Vacation Leave for Part-time Employees.

A part-time employee shall accrue vacation leave on a pro rata basis per the same schedule as full-time employees.

Section 3. Eligibility for Vacation Credits.

Time spent by an employee in actual State service or on Peace Corps, military, or job-incurred disability leave without pay shall be considered as time in the State service in determining length of service for vacation credits.

Section 4. Restoration of Vacation Leave Credits.

All time in the exempt or unclassified service, shall be counted as long as there is not a break in service of more than two (2) years in determining the level of accrual.

Section 5. Termination Vacation Pay.

An employee who is laid off or terminates after six (6) full months of Department service shall be paid upon separation from Department service for accrued vacation time except as provided as offset for damages or misappropriation of State property or equipment. Employees on military leave of absence may request payment for accrued vacation.

Section 6. Scheduling of Vacations.

Vacations shall be scheduled at a time mutually acceptable to the Department and the employee and consistent with the work requirements of the Department.

Employees shall be able to request forecasted accrued vacation leave. Such leave may only be taken if the accrued vacation leave is actually accrued by the date the leave is to be used.

Section 7. Vacation Accrual.

An employee shall be allowed to accumulate a maximum of three hundred and fifty (350) hours of vacation leave; however, in the event of layoff, resignation, retirement or termination any unused vacation up to three hundred (300) hours will be paid to the employee. When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than three hundred (300) hours of accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the three hundred (300) hours. An employee transferring in from another State Agency may transfer up to eighty (80) hours of accrued vacation leave. Where vacation leave is requested and denied resulting in loss of leave, the employee shall be authorized to cash out not less than twenty-four (24) hours and no more than sixty (60) hours of vacation leave accrued. An appointing authority may authorize cash payment of sixty (60) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

Section 8.

If the Department cancels a Department approved vacation in which unrecoverable deposits have been paid by an employee, the Department shall reimburse the employee for the deposits. The Department shall require written proof of unrecoverable deposits.

Section 9.

Compensation for use of accrued vacation shall be at the employee's prevailing straight rate of pay.

Section 10.

In the event of an employee's death, all monies due the employee for accrued vacation and salary shall be paid as provided by law.

Section 11. Vacation Cashout.

In addition to Article 16, Section 7 of the Agreement, employees may cash out up to forty (40) hours of accrued vacation hours **up to two (2) times** each State fiscal year under the following conditions:

- a. Employees must have regular status at the time of the request;
- b. Employees shall receive payment within thirty (30) days from the date of their cash out request made through the human resources information system.
- c. After cash out, employees must have in their leave balance at least sixty (60) hours of accrued vacation leave hours;
- d. Payment shall be the employee's straight time rate of pay;
- e. Employees on unprotected leave without pay at the time the payment is requested are not eligible to cash out accrued vacation hours.

To avoid losing vacation, the employee must request vacation leave. An Agency may authorize cash payment of sixty (60) hours, upon determining that granting of vacation leave is not appropriate.

REV: 2017,2019, 2021,2023

Similarly, revise in the following CBA articles with the bold/underlined edits:

CCB - Article 25

DLCD - Article 15

DSL - Article 32

SACU - Article 30

Dentists - Article 16

DOJ (OAJA) - Article 33

- 125 *OLCC - Article 31*
- 126 *REA - Article 26*
- 127 *OSH (RN) - Article 39*
- 128 *OSP - Article 35*
- 129 *OMD - Article 32*
- 130 *OYA - Article 33*
- 131 *LTCO - Article 14*
- 132 *OHAP - Article 15*
- 133 *DEQ - Article 29*
- 134 *OEM - Article 35*
- 135 *OSFM - Article 17*
- 136 *OPDC - Article 12 (All units)*

[BCD Article 5]

UNION SECURITY

Section 1. Dues Deduction.

1. The Employer agrees to deduct the monthly fees from the pay of those employees the Union has certified in writing to the Employer as having authorized in writing such deductions be made from their paychecks. This deduction shall begin on the first (1st) payroll period following the Union's written notice to the Employer that such authorization start and shall continue from month to month until notified by the Union, pursuant to the membership card.

2. **The Employer shall continue to deduct dues from employees as long as the employee remains on the same payroll, except when the union requests cancellation of the dues deduction in writing, after the union receives a cancellation request from an employee, including reemployed seasonals, reemployed retirees and employees recalled from layoff lists.**

3. The Union agrees that it will indemnify, defend and save the Employer and Department/Agency harmless from all suits, actions, proceedings and claims against the Employer and the Department/Agency or person(s) acting on their behalf of the Employer and the Department/Agency whether the damage, compensation, reinstatement, or combination thereof arising out of the Department/Agency implementation of this Article. This provision does not limit, waive, or in any way impact the State's liability to AFSCME if the State fails to withhold and remit lawful dues to AFSCME as obligated under the Agreement.

Section 2.

Designated stewards may use eight (8) hours annually of accrued vacation, personal leave, compensatory time off leave without pay to attend Basic Steward Training. The Division will not incur any overtime liability or any other expense as a result of stewards attending this training. Leave requests will be submitted through the normal Division process and be subject to the operating needs of the employee's work unit.

Section 3. AFSCME President Leave.

a. Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from their position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than their full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.

b. Short Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit and the Agency's Human Resource Manager, up to four (4) Presidents/designees from AFSCME Council 75 Central Table participating Agencies shall be given release time from their position for a

period of time up to three (3) months for the performance of Union duties related to the collective bargaining relationship. Only one employee from a bargaining unit and a total of four employees from all Central Table participating bargaining units may be on such leave at any one period in time. Such requests will be granted unless the affected Agency can demonstrate that the employee's absence would adversely impact the operating needs of the employee's work unit. If granted, such time may also be taken on an intermittent basis. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits.

Section 4.

The Division shall continue to provide a bulletin board at the Salem Office and shall provide bulletin board space in each field office.

Section 5. Names of Retirees.

The Employer will send a monthly report to the Union of the names of individuals that have retired the previous month. For purposes of this Agreement, a retiree shall be defined as a person who has given the Agency written notice that they are separating from State service by retirement and that person has actually separated from State service.

Section 6. Reports

Upon request and no more than once a quarter the Agency shall provide to the Union the names of any temporary/Limited duration employees (management/unrepresented /bargaining unit) hired, reason for the hire and expected duration of the appointment.

Upon request and no more than once a quarter, the Agency shall provide to the Union the names of all employees in double fill positions, the reason for the double fill and the expected duration of the appointment if available.

Upon request, the Agency shall provide to the Union on an annual basis the Agency organization charts showing management positions and the positions they supervise.

Section 7. Intermittent Union Leave

When Union officials (officers and stewards) are designated in writing by the Executive Director of Oregon AFSCME to attend AFSCME Council 75 Biennial or AFSCME International Conventions, the following provisions apply.

- a. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of one hundred (100) or fewer bargaining unit members, no more than one (1) bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than one hundred (100) bargaining unit members, no more than two (2) bargaining unit members may be designated to attend AFSCME conventions under this provision.
- b. Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.
- c. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
- d. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.

- e. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
- f. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
- g. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.
- h. The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

See LOA: New Employee Notice/Union Access

REV: 2019

Similarly, revise in the following CBA articles with the new bolded/underlined language:

CCB - Article 8

DLCD - Article 3

DSL - Article 10

SACU - Article 9

Dentists - Article 4

DOJ (OAJA) - Article 11

OLCC - Article 3

REA - Article 8

OSH (RN) - Article 9

OSP - Article 4

OMD - Article 3

OYA - Article 3

LTCO - Article 18

OHAP - Article 4

DEQ - Article 9

OEM - Article 4

150 OSFM - Article 3
151 OPDC - Article 16

LETTER OF AGREEMENT – SALARY RANGE TRUNCATION

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), on behalf of the Agencies covered by this Agreement (Agency) and the AFSCME Council 75 (Union).

- 1. Effective July 1, 2025, the following classifications will be truncated by removing the first two steps in each salary range:**

<u>Classification Title</u>	<u>Class #</u>	<u>SR</u>
<u>Office Specialist 2</u>	<u>0104</u>	<u>15C</u>
<u>Administrative Specialist 1</u>	<u>0107</u>	<u>17</u>
<u>Administrative Specialist 2</u>	<u>0108</u>	<u>20</u>
<u>Executive Support Specialist 1</u>	<u>0118</u>	<u>17</u>
<u>Executive Support Specialist 2</u>	<u>0119</u>	<u>20</u>
<u>Accounting Technician</u>	<u>0212</u>	<u>19</u>

- 2. On the effective date listed in Section 1, employees whose current rate is below the first step of the new truncated salary range shall be moved to the first step of the truncated range and shall remain there until their next salary eligibility date. Employees will maintain their current salary eligibility date.**

Employees whose current rate is within the new truncated salary range shall remain at their current rate in the truncated range and shall remain there until their next salary eligibility date. Employees will maintain their current salary eligibility date.