

2025-2027 STATE OF OREGON and AFSCME CENTRAL TABLE
State Counter Proposal
July 15, 2025

STATE PACKAGE PROPOSAL - E

ARTICLE/LOA	VERSION	DATE OF REFERENCE
SALARIES	Management Proposal	July 11, 2025
HEALTH AND WELFARE INSURANCE	Union Proposal	May 06, 2025
LOA PEBB PMAC	Management Proposal	Continue LOA
LOA SALARY AND BENEFIT REPORT	Management Proposal	Continue LOA
NEW LOA—TRANSITION TO BI-WEEKLY PAY	Management Proposal	Withdraw
NEW LOA—STRUCTURAL CHANGES TO PAY PRACTICES	<u>Union Proposal</u>	<u>July 15, 2025</u>
<u>VACATION LEAVE</u>	<u>Union Proposal</u>	<u>Withdraw</u>
<u>HOLIDAYS</u>	<u>Union Proposal</u>	<u>Withdraw</u>
<u>REOPENER LOA</u>	<u>Union Proposal</u>	<u>Withdraw</u>

This package proposal is contingent on the Legislature funding one hundred percent (100%) of the Governor's Special Purpose Appropriations (SPA) for state employee compensation in the Governor's Recommended 2025-2027 Budget. If the Legislature does not fund one hundred percent (100%) of the Governor's Special Purpose Appropriations (SPA) for state employee compensation, this specific package proposal shall be considered automatically withdrawn and the Employer will submit an amended package proposal. The submission of an amended package proposal shall be deemed a timely submission of the Employer's economic package proposal under the ground rules.

Me Too

If the Employer bargains a more generous benefit with another Union/Association in any of the articles in the package, the Employer will notify the Union in writing and shall extend the more generous benefits in the agreement reached with the other Union to this agreement.

OTHER LEAVES

[Building Codes Division (BCD) Article 18]

Revise Section 1 as follows:

Section 1. Leaves With Pay.

a. **Personal Leave.** After completion of trial service, regular, permanent, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. Part-time, job-share, and seasonal employees shall be granted twelve (12) hours of personal leave if it is anticipated they will work one thousand and forty (1,040) hours for the fiscal year. Should a part-time, job-share, or seasonal employee fail to work one thousand and forty (1,040) hours for the first fiscal year, the value of personal leave time used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Department and the employee.

(a) b. **Pre-Retirement Counseling Planning Leave.** Employees shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs **for retirement planning. This leave shall be granted upon hire for use throughout their employment with the state.** Employees shall request the use of **pre-retirement planning** leave provided in this Section at least five (5) days prior to the intended date of use. **Approval for pre-retirement planning leave shall be granted unless the Agency determines that its use would affect the operational needs of the employee's work unit. Requests for leave with shorter notice are subject to management's discretion.**

~~Authorization for the use of pre-retirement leave shall not be withheld unless the Agency determines that the use of such leave shall hinder the efficiency of the employee's work unit.~~

~~When the date requested for pre-retirement leave cannot be granted for the above reason, the Agency will work with the employee to find an alternate date. The leave discussed under this Section~~ **Pre-retirement leave** may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, **Oregon Growth Savings Plan**, Insurance, and other retirement income.

c. Service With A Jury. An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Department reserves the right to petition for removal of the employee from jury duty if, in the Department's judgment, the operating requirements of the Department would be hampered.

d. Court Appearances. When any employee is not the plaintiff or defendant, the employee shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

e. Military Training Leave. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to fifteen (15) days or one hundred and twenty (120) hours of paid military leave per federal fiscal year, unless a greater number of days is provided by law. In no event may an employee receive more than the number of days provided by law.

Military leave shall be granted in accordance with applicable Law and state policy. In addition, employees shall be allowed to utilize paid military leave for travel to and from their place of duty and for the time spent on militarily obligated status or military duty regardless of the length of their military status or duty.

Subject to supervisory approval, employees may be allowed to voluntarily adjust their shifts to accommodate military duty.

f. Test and Interview Leave. With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Department; up to two (2) hours with pay shall be allowed for an interview for a position with another State Agency or a position within the Department.

Authorization for the use of test and interview leave shall not be withheld unless the Department determines that the use of such leave shall impact the efficiency of the employee's work unit.

g. Bereavement Leave.

(b) Notwithstanding the hardship or sick leave eligibility criteria in the agreement, employees shall be eligible for a maximum of twenty four (24) hours paid bereavement leave per event of an immediate family member which shall be prorated for part time employees. In the event of the death of a coworker, employees may be granted up to eight (8) hours of bereavement leave per biennium to attend the funeral or memorial service, provided that the absence does not unduly disrupt departmental operations. A coworker is defined as a fellow State employee, or recent retiree, of the same Agency. Subject to management approval, an employee may use bereavement leave for a coworker from another Agency. The Agency may request documentation.

(c) For employees that qualify for OFLA bereavement leave, paid bereavement leave under this agreement shall run concurrently with OFLA bereavement leave.

(d) After OFLA eligible leave for bereavement leave is exhausted, if additional leave is needed, an employee may, with prior authorization, use any accrued leave or leave without pay at the option of the employee for a period of absence from employment to discharge the customary obligations arising from a death in the immediate family or employee's spouse.

(e) Regular and trial service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must exhaust all available accrued leave to qualify to receive hardship leave.

(f) For purposes of this article, 'immediate family' shall include:

- * the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child);
- * spouse;
- * child (and child's spouse) (includes a child for whom the employee stood in loco parentis and includes step child from a previous marriage);
- * sibling;
- * grandparent;
- * grandchild;
- * aunt or uncle;
- * niece or nephew;
- * or the equivalent of each of the above for domestic partners, or another member of the immediate household.

Note: Immediate family shall include the current in-laws and step family members who qualify per the above list.

h. Natural Disaster Leave

1. An employee who, due to a natural disaster, has:

- a. lost their home (primary residence);,**
- b. lost use of their primary residence (deemed uninhabitable); or**
- c. lost access to their primary residence,**

shall be eligible for a maximum of eighty (80) hours of paid administrative leave, prorated for part-time employees. This leave will be available for intermittent use.

2. Employees who have used the eighty (80) hours of paid administrative leave identified in #1 may request donated leave. Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their accrued vacation or compensatory leave.

Similarly, revise in the following CBA articles:

CCB - Article 27

DLCD - Article 17

DSL - Article 31

SACU - Article 35

Dentists - Article 17

DOJ (OAJA) - Article 30

OLCC - Article 33

REA - Article 28

OSH (RN) - Article 42

OSP - Article 39

OMD - Article 31

OYA - Article 38

LTCO - Article 33

OHAP - Article 15

DEQ - Article 31

OEM - Article 39

OSFM - Article 19

OPDC - Article 7 (Legal Support & ASD), Article 8 (Attorney)

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[BCD ARTICLE 51]

WORKING REMOTELY**Section 1.**

Oregon state government encourages working remotely where it is a viable option that benefits both the employee and the agency. Use of remote work options promote the health and safety of Oregonians; ensures high-quality work and optimal use of resources for agencies; ensures cultural, equity and accessibility issues are addressed in a meaningful way; and supports flexibility and work-life balance for employees. It also offers the opportunity to be more flexible in interactions with the Oregonians we serve and decreases an agency's impact on the environment. Remote work arrangements are subject to the State Policy 50.050.01 (Working Remotely) and the terms and conditions of this collective bargaining agreement.

Section 2.

Where all or a portion of an employee's duties can be successfully performed away from their primary duty station, an employee is eligible for a remote work, upon agency approval.

Section 3. Remote Work Requests.

Requests to work remotely may be initiated by an employee and must be approved by the employee's supervisor to ensure that all or a portion of the position's duties are suitable for remote work and meets the agency's business and operational needs, as well as those of the agency's customers and the employee. Remote work agreements must be documented through the working remotely process in the state human resources information system. Remote work requests will not be unreasonably denied. Agency decisions will be made as soon as possible, but in no case more than thirty (30) days after the employee's request. Where more than one (1) qualified employee requests remote work for a particular period of time and all requests cannot be accommodated, the remote work opportunities will be evenly distributed or rotated. **Ad**

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~~hoc in person meetings, trainings or other in-person requirements shall not
cause be the sole reason an employee to be to determine if an employee is
ineligible for a remote and/or hybrid work agreement. Database security access
shall not be a reason to deny remote work. In these instances, management shall
problem solve a solution with their employee.~~

Section 4. Remote Work Denials or Rescissions.

If an employee's request to work remotely is denied or rescinded, or permanently
modified changed in any way, the supervisor must provide a written response within
ten (10) calendar days to the employee documenting the reason(s) for the denial or
rescission. In the case of remote work being rescinded, management shall
include detailed information on why the job duties can no longer be completed
remotely before a rescission is implemented. Remote work requests shall not be
arbitrarily denied or rescinded. Upon request, the Union, and Employer, and DAS
shall meet at a mutually agreed upon time within fifteen (15) calendar days, to
discuss the denial or rescission. If an employee has worked remotely in their
current job classification for six (6) months or more, management must provide
detailed information in writing on why the job duties can no longer be completed
remotely before a denial or rescission is implemented. Rescissions of remote work
by the employer may be made with at least ten (10) calendar days advance notice. The
Agency or the employee may terminate individual agreements, in whole or in part, upon
at least ten (10) calendar days notice. The Employer will provide a minimum of thirty
(30) calendar days' advance notice if they are rescinding a remote work agreement for
an employee who lives seventy-five (75) miles or more from their previously assigned
worksite. Employees who have either rescinded their remote work or had their remote
work rescinded by the employer shall be eligible to be considered for remote work in
the future. Employees who rescind their remote work agreement, in whole or in part,
shall be guaranteed a workspace at an Employer facility.

Section 5. Inclement conditions may arise in remote work locations.

If utility providers experience outages that prevent an employee from working, employee's may access inclement weather/hazardous conditions leave, unless there is an alternate work location available.

Section 6.

A. Any alleged violations of this article may be appealed directly to the DAS Labor Relations Unit within thirty (30) days of the alleged violation. ~~Such appeals are not arbitrable.~~

B. Any alleged violations of sections (3) or (4) of this article may be appealed directly to an appeal panel consisting of a representative of the DAS LRU and a Union designee. Decisions and remedies shall be rendered by the panel no later than thirty (30) days after receipt of the appeal by the panel. The decision and remedy are not arbitrable and will be binding on the parties. If no decision is rendered by the panel, ~~the Union may file for arbitration in accordance with the grievance procedure~~ then the supervisor's decision will stand.

Section 7. Equipment.

In the event of equipment malfunction or other circumstances which may interfere with the performance of work assignments, the employee shall promptly notify the supervisor. The agency provides basic technology equipment and related devices necessary for the employee to perform their assigned job duties at the primary or alternate worksite. The equipment and devices are for agency business only and must comply with the agency's desktop security and maintenance policies and practices. Employees will not conduct state business on the following personal equipment phones, computers, laptops or other information storing devices. Exceptions are subject to the approval of the State Chief Operating Officer.–Additional technology and

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87 devices may be provided to the employee at the discretion of the agency or in
88 accordance with the Americans with Disabilities Act (ADA).

89
90 Employees who work remotely will enter all assets (equipment, office furniture, etc.)
91 provided to them in the state human resources information system.

92
93 **Section 8. Remote Work Supplies.**

94 Remote work office supplies shall be provided by the Agency. Equipment, software or
95 supplies which are provided by the Agency for remote work shall be for the purposes
96 of conducting Agency business only.

97
98 **Section 9. Remote Worksite.**

99 Office furniture shall normally be provided by the employee working remotely. Subject
100 to management approval, employees working remotely may access the State surplus
101 warehouse for office furniture for their remote work location. An ergonomic study may
102 be requested by the employee or the supervisor.

103
104 The employee maintains a safe remote workspace. The employee must immediately
105 report to the supervisor any injury that occurs during work hours. The state is not
106 responsible for loss, damage, repair, replacement or wear of personal property.

107
108 SAIF or Agency safety representatives shall have reasonable access to the home
109 worksite to conduct accident investigations or job site evaluations.

110
111 **Section 10. Work Location, Mileage and Travel Time.**

112 The employee's central worksite will be assigned by the agency. In addition,
113 employees may be required to report to Agency or non-Agency locations for purposes
114 such as meetings, training sessions and policy/practice coverage. **For hybrid work**
115 **agreements, employees shall request approval shall have the ability to flex in-**

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office workdays as needed, so long as it does not impact agency operations.

Business visits, meetings with Agency customers or meetings with co-workers shall not be held at the remote worksite unless approved by the employee's supervisor. Mileage will be paid in accordance with the DAS OAM Travel Policy. Travel time will be compensated in accordance with the Fair Labor and Standards Act (FLSA). Effective September 1, 2023, employees will no longer be reimbursed for travel expenses between the alternate workplace and the central workplace, regardless of their remote work status. This change is not intended to impact employees otherwise entitled to travel expenses per the Oregon Accounting Manual and/or DAS Policy Working Remotely 50-050-01.

Section 11. Expectations and Goals.

Remote work employees and their managers will develop a clear set of expectations and goals for the work to be performed on remote work days. Such expectations may include checking E-Mail and voice-mail on a regular basis and returning phone calls in a timely manner. Employees will review and acknowledge the State of Oregon Employees Working Remotely Acknowledgement Form in the state human resources information system.

Section 12. Training.

Appropriate training will be provided for participating managers and employees.

Section 13. Other Provisions.

These provisions are applicable to all Sections listed above.

- A. Call back and overtime will be handled as outlined in the applicable provisions of this collective bargaining agreement.
- B. Since supervisors must continue to be in a position to evaluate employee performance, certify the accuracy of time sheets and attendance records, and perform a variety of other supervisory responsibilities, employees

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should anticipate that, in addition to being supervised pursuant to normal office procedures, there will also be the possibility that they will receive telephone calls at the phone number employees have designated in their remote work arrangement.

C. In the event of a work stoppage, remote work arrangements utilized by represented employees shall be suspended.

D. Members have the right to Union representation as enumerated in this collective bargaining agreement or as guaranteed by the law.

E. The Agency or the Union may initiate discussions with the other party to develop working groups to consider options relating to remote work.

F. The Agency shall not compel an employee to work remotely. Employees who choose to work in office shall be guaranteed a workspace at an Employer facility.

Section 14. Remote Work Equity

Employees who are ineligible for remote work will receive an additional twenty-four (24) hours of Personal Business Leave per calendar year.

NEW: 2021,REV: 2023

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

CCB - Article 51

DLCD - Article 39

DSL - Article 50

SACU - Article 67

Dentists - Article 42

DOJ (OAJA) - N/A

OLCC - Article 71

REA - Article 51

OSH (RN) - Article 67

OSP - Article 41

OMD - Article 53

OYA - Article 60

LTCO - Article 43

OHAP - Article 35

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- 179 *DEQ - Article 60*
- 180 *OEM - Article 48*
- 181 *OSFM - Article 41*
- 182 *OPDC - Article 27 (Attorney), Article 38 (Legal Support & ASD)*

2025-2027 STATE OF OREGON and AFSCME CENTRAL TABLE

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1

SALARY ADMINISTRATION¹

2

¹ This proposal applies to the following Local Tables where not already in effect
BCD – A20

CCB – A29

DEQ – A34

DLCD – A18

DOC Den N/A

DSL – A20

OAJA – N/A

ODEM – A29

OHAP – N/A

OLCC – A35

OLTCO – A31

OMD – A16

OPDC ASD – A26

OPDC ATT – A26

OPDC LS – A26

OSFM – A20

OSH RNS – N/A

OSPSU – A29

OYA – A15

REA – A30

SACU – A20

[Building Codes Division (BCD) Article 20]

Revise Section 1 as follows:

Section 1. Merit Salary Increase.

Employees shall be eligible for consideration for merit salary increases following:

- a. Completion of the initial twelve (12) months of service.
- b. Completion of six (6) months of service following promotion.
- c. Annual periods after (a) or (b) above until the employee has reached the top of the salary range.

~~Merit salary increases shall be made upon recommendation of the employee's immediate supervisor and approval of the appointing authority. The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld.~~

Revise Section 2. as follows:

Section 2. Salary on Demotion or Reclassification Downward.

When an employee is demoted or reclassified downward, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.

- a. **Upon demotion, if the employee's current pay exceeds the top step of the new classification, their pay will be reduced to the top step of the new**

classification. However, in the event of a downward reclassification, if the employee's current pay exceeds the top step of the new classification, the agency will retain their current salary. The agency will red-circle their rate of pay until a step of the classification equals or exceeds the employee's salary. Employees who are red-circled are not eligible for cost-of-living increases. When a step of the classification equals or exceed the employee's red-circled rate of pay, an agency will adjust the rate of pay appropriately and the employee becomes eligible for cost-of-living increases.

b. If the employee's current pay falls within the new classification's salary range and the assessment results in a step equal to or greater than their current pay, the agency will apply the outcome of the assessment.

c. If the employee's current pay falls within the new classification's salary range but the assessment results in a step below their current pay, the agency will maintain the employee's current pay. If this places the employee off-step in the new classification, the employee will advance to the next higher salary step at their next benefit service date, followed by an additional step increase — not to exceed the top step of the range*.

FOR EXAMPLE: An employee's current rate of pay is between Step 4 and Step 5 of their new salary range -- the employee will retain their current rate of pay and then will advance to Step 6 on their next benefit service date.

The benefit service date remains the same unless the employee is already at the top step of the new salary range.

~~Whenever an employee demotes to a job classification in a lower range that has a salary rate the same as the previous salary, the employee's salary shall be maintained at that rate in the lower range.~~

~~Whenever an employee demotes to a job classification in a salary range which does not have corresponding salary steps with the employee's previous salary but is within the new salary range, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range plus that amount that the current salary rate is below the next higher rate in the new salary range. This increase shall not exceed the highest rate in the new salary range.~~

~~Whenever an employee demotes to a job classification in a lower range, but the employee's salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.~~

~~This Section shall not apply to demotions resulting from official disciplinary actions.~~

Revise Section 3 as follows:

Section 3. Salary on Promotion ~~or~~ and Upward Reclassification

When an employee is promoted, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay. ~~The amount of the pay increase shall not be less than four percent (4%).~~

- a. **For promotion, if the assessment results in a step equal to or below the employee's current pay rate, their pay will be increased to the next higher step in the new salary range. If that step provides an increase of less than two and five-tenths percent (2.5%) ~~four percent (4%)~~, the agency will apply the next higher step in the new classification's salary range.**

b. If the assessment results in a step above the employee's current pay rate, the agency will use the outcome of the assessment. If this increase is still less than two and five tenths percent (2.5%) ~~four percent (4%)~~, the agency will move the employee to the next higher step in the new classification's salary range.

c. Any employee reclassified upward shall move into the new range at the closest step that is higher than their current rate but not less than a four percent (4%) increase except where such increase would exceed the top step of the new salary range.

d. If the employee's benefit service date falls within forty-five (45) calendar days of the start date of their new position and they have not yet reached the top step of their current range, the promotion will be processed as if the employee had already reached their benefit service date*.

~~FOR EXAMPLE: An employee at Step 6 in their current range and has a benefit eligibility date of July 1 and has a start date in their new position of June 1. The employee's current rate of pay for determining their new promotion pay rate will be based off of Step 7 of their current range.~~

The benefit service date is adjusted to six (6) months from the date of promotion unless the employee is already at the top step of the new salary range.

~~An employee shall be given no less than an increase to the next higher rate in the new salary range effective on the date of promotion.~~

Revise Section 4 as follows:

Section 4. Salary on Lateral Transfer ~~or Equal Reclassification Rate.~~

When an employee makes a lateral transfer, the agency's appointing authority or management designee will conduct an internal assessment to determine the

appropriate rate of pay. ~~In these events, an employee's rate of pay shall not be decreased.~~

~~(a) If the employee's current pay exceeds the top step of the new classification, they will be placed at the top step of the new classification.~~ If the employee's current pay exceeds the top step of the new classification, they will be placed at the top step of the new classification. In the case of equal reclassifications, the agency will retain their current salary. The agency will and red-circle their rate of pay until a step of the classification equals or exceeds the employee's salary. Employees who are red-circled are not eligible for cost-of-living increases. When a step of the classification equals or exceed the employee's red-circled rate of pay, an agency will adjust the rate of pay appropriately and the employee becomes eligible for cost-of-living increases.

~~(b) If the employee's current pay falls within the new classification's range and the assessment results in a step equal to or greater than their current pay, the agency will apply the outcome of the assessment.~~

~~(c) If the employee's current pay falls within the new classification's range but the assessment places them below their current pay rate, the agency will retain their current salary. If this places the employee off-step, they will advance to the next higher step at their next benefit service date and then move up an additional step — not to exceed the top step of the range.~~

~~(d) In no instance will a lateral transfer or equal reclassification result in a decrease in pay.~~

The benefit service date remains unchanged.

~~An employee's salary and merit review date shall at a minimum remain the same when transferring from one position to another which has the same salary range.~~

Section 5. Effect of Break in Service.

When an employee separates from the Department and subsequently returns to the Department, except as a temporary employee, the employee's previous ~~salary eligibility~~ **benefit service** date shall be adjusted by the amount of break in service.

Revise Section 6 as follows:

Section 6. Rate of Pay on Appointment from Layoff List.

When an employee returns from layoff, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.

a. **If the assessment results in a step equal to or lower than the step the employee held at the time of layoff, they will be returned to that same step.**

b. **If the assessment results in a higher step, the agency will apply the outcome of the assessment.**

The employee's previous benefit service date, adjusted by the amount of the break in service, shall be restored. ~~**If the employee's break in service exceeds six (6) months, then their benefit service date will be adjusted by the amount of their break in service that exceeds six (6) months.**~~

~~When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff.~~

See Appendix XX - Salary Administration Examples².

REV: 2015

² State Proposal on Appendix XX Salary Admin Examples on June 17, 2025

OTHER LEAVES

[Building Codes Division (BCD) Article 18]

Revise Section 1 as follows:

Section 1. Leaves With Pay.

a. **Personal Leave.** After completion of trial service, regular, permanent, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. Part-time, job-share, and seasonal employees shall be granted twelve (12) hours of personal leave if it is anticipated they will work one thousand and forty (1,040) hours for the fiscal year. Should a part-time, job-share, or seasonal employee fail to work one thousand and forty (1,040) hours for the first fiscal year, the value of personal leave time used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Department and the employee.

(a) b. **Pre-Retirement Counseling Planning Leave.** Employees shall be granted up to twenty-eight (28) hours leave with pay ~~to pursue bona fide pre-retirement counseling programs~~ **for retirement planning. This leave shall be granted upon hire for use throughout their employment with the state.** Employees shall request the use of **pre-retirement planning** leave provided in this Section at least five (5) days prior to the intended date of use. **Approval for pre-retirement planning leave shall be granted unless the Agency determines that its use would affect the operational needs of the employee's work unit. Requests for leave with shorter notice are subject to management's discretion.**

~~Authorization for the use of pre-retirement leave shall not be withheld unless the Agency determines that the use of such leave shall hinder the efficiency of the employee's work unit.~~

~~When the date requested for pre-retirement leave cannot be granted for the above reason, the Agency will work with the employee to find an alternate date. The leave discussed under this Section~~ **Pre-retirement leave** may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, **Oregon Growth Savings Plan**, Insurance, and other retirement income.

c. Service With A Jury. An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Department reserves the right to petition for removal of the employee from jury duty if, in the Department's judgment, the operating requirements of the Department would be hampered.

d. Court Appearances. When any employee is not the plaintiff or defendant, the employee shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

e. Military Training Leave. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to fifteen (15) days or one hundred and twenty (120) hours of paid military leave per federal fiscal year, unless a greater number of days is provided by law. In no event may an employee receive more than the number of days provided by law.

Military leave shall be granted in accordance with applicable Law and state policy. In addition, employees shall be allowed to utilize paid military leave for travel to and from their place of duty and for the time spent on militarily obligated status or military duty regardless of the length of their military status or duty.

Subject to supervisory approval, employees may be allowed to voluntarily adjust their shifts to accommodate military duty.

f. Test and Interview Leave. With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Department; up to two (2) hours with pay shall be allowed for an interview for a position with another State Agency or a position within the Department.

Authorization for the use of test and interview leave shall not be withheld unless the Department determines that the use of such leave shall impact the efficiency of the employee's work unit.

g. Bereavement Leave.

(b) Notwithstanding the hardship or sick leave eligibility criteria in the agreement, employees shall be eligible for a maximum of twenty four (24) hours paid bereavement leave per event of an immediate family member which shall be prorated for part time employees. In the event of the death of a coworker, employees may be granted up to eight (8) hours of bereavement leave per biennium to grieve, or attend the funeral or memorial service, or spend time grieving, provided that the absence does not unduly disrupt departmental operations. A coworker is defined as a fellow State employee, or recent retiree, of the same Agency. Subject to management approval, an employee may use bereavement leave for a coworker from another Agency. The Agency may request documentation.

(c) For employees that qualify for OFLA bereavement leave, paid bereavement leave under this agreement shall run concurrently with OFLA bereavement leave.

(d) After OFLA eligible leave for bereavement leave is exhausted, if additional leave is needed, an employee may, with prior authorization, use any accrued leave or leave without pay at the option of the employee for a period of absence from employment to discharge the customary obligations arising from a death in the immediate family or employee's spouse.

(e) Regular and trial service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must exhaust all available accrued leave to qualify to receive hardship leave.

(f) For purposes of this article, 'immediate family' shall include:

- * the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child);
- * spouse;
- * child (and child's spouse) (includes a child for whom the employee stood in loco parentis and includes step child from a previous marriage);
- * sibling;
- * grandparent;
- * grandchild;
- * aunt or uncle;
- * niece or nephew;
- * or the equivalent of each of the above for domestic partners, or another member of the immediate household.

Note: Immediate family shall include the current in-laws and step family members who qualify per the above list.

h. Natural Disaster Leave

1. An employee who, due to a natural disaster, has:

- a. lost their home (primary residence);,**
- b. lost use of their primary residence (deemed uninhabitable); or**
- c. lost access to their primary residence,**

shall be eligible for a maximum of eighty (80) hours of paid administrative leave, prorated for part-time employees. This leave will be available for intermittent use.

2. Employees who have used the eighty (80) hours of paid administrative leave identified in #1 may request donated leave. Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their accrued vacation or compensatory leave.

Similarly, revise in the following CBA articles:

CCB - Article 27

DLCD - Article 17

DSL - Article 31

SACU - Article 35

Dentists - Article 17

DOJ (OAJA) - Article 30

OLCC - Article 33

REA - Article 28

OSH (RN) - Article 42

OSP - Article 39

OMD - Article 31

OYA - Article 38

LTCO - Article 33

OHAP - Article 15

DEQ - Article 31

OEM - Article 39

OSFM - Article 19

OPDC - Article 7 (Legal Support & ASD), Article 8 (Attorney)