

1 [Building Codes Division (BCD) Article 15]

2 *Add the following holiday as a compensable holiday:*

3
4 **Indigenous Peoples' Day on the second Monday in October.**

5 REV: 2015, 2019, 2021,2023

6
7
8 *Similarly, revise in the following CBA articles:*

9 *CCB - Article 24*

10 *DLCD - Article 14*

11 *DSL - Article 30*

12 *SACU - Article 32*

13 *Dentists - Article 20*

14 *DOJ (OAJA) - Article 34*

15 *OLCC - Article 30*

16 *REA - Article 25*

17 *OSH (RN) - Article 38*

18 *OSP - Article 38*

19 *OMD - Article 30*

20 *OYA - Article 31*

21 *LTC - Article 13*

22 *OHAP - Article 15*

23 *DEQ - Article 28*

24 *OEM - Article 38*

25 *OSFM - Article 16*

26 *OPDC - Article 11 (All units)*

LETTER OF AGREEMENT – CONTRACT SPECIALIST

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of all Agencies covered under the jurisdiction of the AFSCME Central Table (Agency) and AFSCME Council 75 (Union).

The purpose of this Agreement is to establish Employer paid Contract Specialists to improve labor/management relationships at all levels of state government.

The Parties agree to the following:

Selection and Appointment of Contract Specialists:

- A. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- B. The Union may have ~~no more than~~ **four (4)** ~~one (1)~~ Contract Specialist ~~for every two thousand (2,000) FTE bargaining unit~~ positions from Agencies that are within the jurisdiction of the AFSCME Central Table and Department of Corrections.
- C. The duration of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- D. The Parties shall establish an agreement which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment.
- E. Employees selected as Contract Specialist must maintain all necessary certifications, licensures and training requirements of their Agency position with costs and reimbursements if applicable governed under the Agreement.
- F. While the State is the Employer of record, the Union has the sole control, oversight and direction of employees appointed as Contract Specialists. Therefore, the Union shall indemnify and save the Employer harmless from any and all costs, should any arise, associated with actions taken by the Contract Specialist on behalf of the Union.

G. In the event the Employer/Agency determines a Contract Specialist is potentially violating law or not complying with Employer/Agency policies or the local Agency Collective Bargaining Agreement, the Agency shall immediately notify the Union. The Agency shall investigate the matter and take action as necessary consistent with the local Agency Collective Bargaining Agreement including disciplinary action. Before any Agency action is taken, the Union may remove the employee from the assigned worksites.

Pay and Benefits:

- A. The Agency shall continue to pay salary and benefits which includes pension contribution, insurance and paid leave time consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist the specifics which will be noted in the employee's Contract Specialist agreement.
- B. Contract Specialists shall submit monthly timesheets recording a maximum of forty (40) hours of work each week. The timesheet shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.
- C. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the applicable local Agency Collective Bargaining Agreement.
- D. Where the Union has designated Contract Specialist, the Agency shall pay up to eighty-five thousand (\$85,000) a year for the Contract Specialist which includes pay and benefits. Any costs above eighty-five thousand (\$85,000) per year shall be paid by the Union by reimbursing the Agency using Agency established policies and procedures for reimbursement.
- E. The Agency shall not be liable for any overtime costs while the Contract Specialist is on assignment with the Union.

Travel and Reimbursements:

- A. Time spent traveling on behalf of the Union shall be on Agency time.
- B. The Union shall be responsible for all travel expenses including but not limited to mileage, lodging, meals and other incidental travel expenses.
- C. Contract Specialists shall not use or be assigned a state car for travel.

Duties:

- A. The Contract Specialist, DAS Labor Relations Unit and Agency Human Resources staff shall work cooperatively when performing the following duties:
 - a. Interpret and administer the local Agency Collective Bargaining Agreement.
 - b. Education on the local Agency Collective Bargaining Agreement.
 - c. Provide guidance in grievance and problem resolution.
 - d. Improve steward capacity.
 - e. Work toward consistent application of the local Agency Collective Bargaining Agreement.
 - f. Provide guidance on developing and improving labor/management committees.
 - g. Participate in new employee orientation as provided for in the local Agency Collective Bargaining Agreement.
- B. If a DOJ attorney is appointed to serve as a Contract Specialist, the attorney shall stipulate in the signed agreement that they will not practice law as that term is used in law and Oregon State Bar rules, regulations, official opinions and decisions.
- C. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist.
- D. The Contract Specialist shall not be assigned duties that involve strike preparation, strike planning, strike coordination activities or interest arbitration preparation.

Dispute Resolution:

Notwithstanding any agreements that include grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and

90 application of this Letter of Agreement, the Employer and Union shall meet and attempt
91 to resolve the matter. If, after fourteen (14) calendar days there no resolution, the moving
92 party may request arbitration. The Parties shall use the arbitration procedure outlined in
93 the agreement where the employee is employed.

94
95
96 Indemnification:

97 The Union shall indemnify and the Union and Contract Specialists hold the Employer and
98 Agency harmless against any and all claims, damages, suits or other forms of liability
99 which may arise out of any action taken or not taken by the Employer/Agency for the
100 purpose of complying with this Letter of Agreement on Contract Specialists.

101
102 The Union shall not indemnify the Employer/Agency for grievance/arbitration disputes.

103
104 Term of Agreement:

105 This Agreement becomes effective on the date of the last signature and ends on June 30,
106 2027⁵ unless renewed by the Parties or the Parties agree to amend its provisions.

LETTER OF AGREEMENT – ESSENTIAL WORKER INCLEMENT**WEATHER/HAZARDOUS CONDITIONS PAY**

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

The Parties agree to the following:

When a situation exists that would otherwise close or curtail state offices, essential workers having to report to work, in-person, shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential.

The Essential Worker Inclement Weather/Hazardous Conditions Pay differential shall be ~~three~~ **five** dollars (\$~~53.00~~) per hour for all hours worked on a designated closure or curtailment day, regardless of the starting or ending time.

Staff working at agencies with 24/7 operations that are not curtailed shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay benefits when any state agency offices are closed or are closed to the public due to inclement weather/hazardous conditions within the county of their worksite. For 24/7 operations, if **an** inclement weather **closure** occurs on **Friday or Monday**, ~~a weekend (and would normally result in a closure of a state agency office in the county of their worksite during Monday through Friday),~~ staff shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay **for the full weekend**.

[BCD Article 35]

HEALTH AND SAFETY

Section 1.

The Employer and Employee agrees to abide by standards of safety and health in accordance with the Oregon Statutes and Administrative Rules.

Section 2.

Proper safety devices and clothing shall be provided by the Department for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Insurance and Finance or deemed necessary by the Department. Such equipment, where provided, must be used. Where the Department has provided protective devices or clothing in the past and it is deemed necessary under this Article, the practice will continue. Protective clothing and safety devices shall remain the property of the Department and shall be returned to the Department upon termination of employment.

Section 3.

If an employee claims that assigned equipment or job assignment is unsafe or might endanger the employee's health, and for that reason refuses to use the equipment or perform the assigned job, the employee shall immediately give the employee's reasons for this conclusion to their supervisor, in writing, who shall make an immediate determination in consultation with the designated safety officer or representative of the appropriate governmental Agency as to the safety of the equipment or job assignment in question. A union representative or shop steward may accompany the above representative and employee during this determination.

If the supervisor is not available, the request shall be immediately directed to the next level of supervision for determination.

Section 4.

Pending determination provided for in this Article, at the Department's discretion, the employee may be given suitable work elsewhere.

Section 5.

Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger the employee's health shall not be paid by the Department unless the employee's claim is upheld.

Section 6. Respectful Workplace

a. The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).

b. If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled 'Maintaining a Professional Workplace' (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency's Human Resources Office.

c. The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this section.

d. The Agency shall investigate the complaint and shall provide a written response to the employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency and the Union may mutually agree on additional time needed to complete the investigation. The Agency will notify the Union and employee filing the complaint of the specific reason(s) for the additional time needed. The response will include whether the

complaint was substantiated and any relevant non confidential information pertaining to the remedial steps taken, if any. Repeated behavior or conduct shall be reported to the Agency Human Resource Office.

- e.** For purposes of this section, the grievance procedure in subsection f replaces the grievance procedure outlined in the local agreement.

f.

- 1.** If the employee who filed the complaint believes that the Agency did not respond to the complaint or the complaint process was not followed, the Union, on behalf of the employee, may file a grievance directly with the Agency Head. The Agency Head or designee shall respond to the grievance within thirty (30) calendar days from the date of receipt of the grievance.
- 2.** If the employee continues to believe the Agency did not respond to the complaint or did not follow the complaint process, the Union, on behalf of the employee may, within fifteen (15) calendar days of the Agency Head or designee's response, file the grievance with the Department of Administrative Services Labor Relations Unit. The grievance will be investigated and a response provided within thirty (30) calendar days from the date the grievance was appealed to the Department of Administrative Services.
- 3.** If the Department of Administrative Services Labor Relations Unit's response did not respond to the complaint or did not address whether the complaint process was followed, the Union may, file for arbitration in accordance with the Grievance Procedure article.
- 4.** The arbitrator shall not have authority to impose any employment actions, including but not limited to discipline on any employee, supervisor or

manager, transfer of any employee, supervisor or manager, reassign an employee, supervisor or manager to another work location or duties or otherwise affect staffing. In addition, the arbitrator shall not have authority to impose or establish any monetary penalties or costs, award front or back pay, issue any monetary damages for pain and suffering or stress related claims.

- g.** No employee shall be subject to retaliation for reporting or filing a complaint, providing a statement or otherwise participating in the administration of the statewide policy or grievance process outlined in this section. Reports of retaliation shall be reported to the Agency Human Resources Office.

Section 7. Investigation Communication

During any investigation where an employee is on administrative leave or duty stationed at home, the Agency Director shall check in with the employee(s) each calendar week. The agency shall also provide a status update to the Council 75 representative, local union President, and the Department of Administrative Services representative every two (2) weeks.

REV: 2017,2023

Similarly, revise in the following CBA articles:

CCB - Article 20

DLCD - Article 35

DSL - Article 42

SACU - Article 53

Dentists - Article 13

DOJ (OAJA) - Article 36

OLCC - Article 24

REA - Article 21

OSH (RN) - Article 52

OSP - Article 20

OMD - Article 40

- 125 *OYA - Article 30*
- 126 *LTCO - Article 33*
- 127 *OHAP - Article 30*
- 128 *DEQ - Article 22*
- 129 *OEM - Article 20*
- 130 *OSFM - Article 28*
- 131 *OPDC - Article 27 (Legal Support & ASD), Article 28 (Attorney)*

2025-2027 STATE OF OREGON and AFSCME CENTRAL TABLE
Union Initial Proposal

DATE: 03/25/2025

TIME: AM

[BCD Article 18]

OTHER LEAVES

Section 1. Leaves With Pay.

a. **Personal Leave.** After completion of trial service, regular, permanent, full-time employees shall be entitled to ~~forty-two~~ **forty-two** (24**40**) 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.

b. **Pre-Retirement Counseling Leave.** Employees shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended date of use.

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 may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance, and other retirement income.

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

36
37 **d. Court Appearances.** When any employee is not the plaintiff or defendant, the
38 employee shall be granted leave with pay for appearance before a court, legislative
39 committee or judicial or quasi-judicial body as a witness in response to a subpoena
40 or other direction by proper authority for matters other than the employee's officially
41 assigned duties. The employee may keep any money paid in connection with the
42 appearance.

43
44 **e. Military Training Leave.** An employee who has served with the State of Oregon
45 or its counties, municipalities or other political subdivisions for six (6) months or
46 more immediately preceding a request for paid military training leave, and who is
47 a member of the National Guard or any reserve components of the armed forces
48 of the United States, is entitled to fifteen (15) days or one hundred and twenty (120)
49 hours of paid military leave per federal fiscal year, unless a greater number of days
50 is provided by law. In no event may an employee receive more than the number
51 of days provided by law.

52
53 Military leave shall be granted in accordance with applicable Law and state policy.
54 In addition, employees shall be allowed to utilize paid military leave for travel to
55 and from their place of duty and for the time spent on militarily obligated status or
56 military duty regardless of the length of their military status or duty.
57

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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.

- 1.** Notwithstanding the hardship or sick leave eligibility criteria in the agreement, employees shall be eligible for a maximum of ~~forty~~ twenty-four (24~~40~~) hours paid bereavement leave per event of an immediate family member which shall be prorated for part time employees. Employees shall be granted at least eight (8) hours paid bereavement leave in the event of a colleague. The Agency may request documentation.

- 2.** For employees that qualify for OFLA bereavement leave, paid bereavement leave under this agreement shall run concurrently with OFLA bereavement leave.

- 3.** 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.

4. 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.

5. 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.

*** An individual who is related by affinity to the employee**

- **When an employee uses leave for a family member who is related by affinity, the agency may require the employee to attest in writing that the employee and the family member had a significant personal bond that, when examined under the totality of the circumstances, was like a family relationship.**

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

Section 2. Leaves Without Pay.

a. Military Leave Without Pay. An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. The employee shall, upon honorable discharge from such service, be returned to a position in the same class as the employee's last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that the employee is not physically qualified to perform the duties of the employee's former position by reason of such service, the employee shall be reinstated in other work that the employee is able to perform at the nearest appropriate level of pay of the employee's former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43.

b. Court Appearance Leave Without Pay. An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

c. Employee Leave. In instances where the work of the Department will not be impacted by the temporary absence of an employee, the employee shall be

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granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Department approval.

d. Parental Leave. A parent shall be granted a leave of absence without pay for a reasonable period of time, not to exceed six (6) months, dependent upon Department workload requirements, to care for a new baby. This leave shall run concurrently with FMLA/OFLA guidelines. Extensions beyond the six (6) months or alternate work schedules may be arranged by mutual agreement between employee and supervisor.

Similarly, revise in the following CBA articles:

CCB - Article 27

DLCD - Article 17

DSL - Article 31

SACU - Article 34 & 35

Dentists - Article 17 & 18 & 19

DOJ (OAJA) - Article 28 & 30

OLCC - Article 33

REA - Article 28

OSH (RN) - Article 38 & 43

OSP - Article 39

OMD - Article 28 & 29

OYA - Article 32 and 36

LTCO - Article 16 and 10

OHAP - Article 17 and 15

DEQ - Article 31

OEM - Article 39

OSFM - Article 19

OPDC - Article 13 & 14 (All units)

REV: 2015, 2019, 2021