

EW JR NAKES
TA 7/15/2025 Jm

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 during regularly scheduled hours shall be on Agency time. The Union shall be responsible for time spent traveling if such travel extends beyond forty (40) hours in a workweek.
- 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.
 - a. Attend labor management committee meetings as a non-participating member, unless they are participating for their own local, in which case they shall be able to attend as a neutral participant, participating member.
- 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. In the event the Union is

~~made aware of a potential Employer/Agency policy violation by a Contract Specialist, the Union shall immediately notify DAS Labor Relations.~~

- D. The Contract Specialist shall not be assigned duties that involve the following: strike preparation, strike planning, strike coordination activities or interest arbitration preparation, BOLI claim preparation, and Unfair Labor Practice preparation filing grievances, leading contract negotiations, acting in the role of a union steward, and participation and other actions taken by the Union in a legal forum.
- E. Contract Specialists who remain in their official Union delegate or Board member role during their Contract Specialist assignment are required to use paid leave or temporarily modify their schedule while performing official union delegate or board duties, if those duties required such when not acting in a Contract Specialist role.

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

Indemnification:

The Union shall indemnify and the Union and Contract Specialists hold the Employer and Agency 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 Employer/Agency for the purpose of complying with this Letter of Agreement on Contract Specialists.

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

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121 Term of Agreement:

122 This Agreement becomes effective on the date of the last signature and ends on June 30,

123 2027⁷ unless renewed by the Parties or the Parties agree to amend its provisions.

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