



COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF
ADMINISTRATIVE SERVICES

on behalf of

DHS—STABILIZATION AND CRISIS UNIT

and

AFSCME

LOCAL 1246-3 / COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2019

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2021

DHS—SACU

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PREAMBLE

This Agreement is made and entered into by the State of Oregon, hereinafter referred to as the "Employer", acting by and through its Department on behalf of the DHS Office of Developmental Disability Services, Stabilization and Crisis Unit (SACU), hereinafter referred to as the "Program", and the American Federation of State, County and Municipal Employees Local 1246, (SACU) Council 75, hereinafter referred to as the "Union".

REV: 2015

ARTICLE 1 - RECOGNITION

Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all classified employees who are employed at the Oregon Department of Human Services (DHS), Office of Developmental Disability Services, Stabilization and Crisis Unit (SACU), excluding Client Advocates, managerial, supervisory and confidential employees as defined in ORS 243.650 and any other employees certified by the ERB as a separate bargaining unit. The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.309 or part-time employees who regularly work thirty-two (32) hours or less per month.

Section 2.

Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board. If the Employer establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the Employer shall notify the Union in writing seven (7) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the Employer in writing within ten (10) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the ten (10)-day period, the parties shall meet within fourteen (14) days of the above notification to discuss the matter. If an agreement is not reached within thirty (30) days, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted to the Employment Relations Board within the specified thirty (30) day period, the matter shall be considered resolved.

Section 3.

This Agreement incorporates the sole and complete agreement between the parties resulting from negotiations held pursuant to the provisions of ORS 243.650 et. seq. It is acknowledged that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter for collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this

Agreement. Therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, if any, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. The Union further agrees to waive the right to bargain over any other mandatory subject of bargaining during the life of the Agreement. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the Employer and the Union.

Section 4.

The parties agree that the Department of Administrative Services (DAS) - Chief Human Resource Office (CHRO) Rules and Policies and CHRO procedures relating to their implementation are without effect upon the Employer or members of the bargaining unit.

Section 5.

- a. Should the CHRO change a written policy or issue a new policy which affects the working conditions of the bargaining unit members, and the working condition(s) is a mandatory subject of bargaining, notice will be given to the Union. If the Union believes such action to be unreasonable and the issue is a mandatory subject of bargaining, then, within seven (7) days of the date upon which the Union knows, the Union shall request that the Employer negotiate such matter.
- b. If the Union is not notified of such change regarding a mandatory subject of collective bargaining the policy shall be null and void, unless extended by mutual agreement.

Section 6.

Any meeting requested under this Article shall occur within five (5) days of:

- a. The Union's request to negotiate when the parties are in agreement that the subject is a mandatory subject of bargaining; or
- b. An Employment Relations Board ruling that the issue is a mandatory subject of bargaining.

If agreement is reached, it shall be reduced to writing and signed by both parties. If the parties are unable to reach agreement within fourteen (14) days following the negotiations and the Union continues to believe the written policy to be unreasonable, it shall notify the Employer of its intent to subject the matter to arbitration. Such written notification must be made during the fifteen (15) day period immediately following the above mentioned fourteen (14) day period. Failure to file such written notification within the prescribed time shall be understood by both parties to waive the Union's right to any further objection.

Section 7.

Should the Union decide to carry the matter to arbitration, the parties shall meet within the five (5) days immediately following receipt of notification of the Union's desire to

arbitrate to select an arbitrator. Selection of an arbitrator shall be prescribed in [Article 14, Grievance Procedure](#).

Section 8.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, unless the award is vacated pursuant to ORS 240.086. The power of the arbitrator in this process shall be limited to determining whether the policy, procedure or rule is unreasonable. If the arbitrator's ruling is that the policy, procedure or rule is unreasonable, the CHRO shall immediately withdraw the policy, procedure or rule. Unreasonable for purposes of this Article means that the balance of reason is in favor of not making the change. In other words, the negative effect upon bargaining unit members outweighs the need or benefit to the Employer.

Section 9.

The arbitrator fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is made.

Section 10.

Time limits specified in this procedure must be observed, unless either party requests a specific extension of time which, if agreed to, must be stipulated in writing and shall become part of the record.

Section 11.

All policies, procedures, and rules, and all provisions of this Agreement shall be applied equitably among employees to whom they apply.

REV: 2015, 2019

ARTICLE 2 - EFFECT OF LAWS AND RULES

This Agreement is subject to all applicable existing and future laws of the State of Oregon. In the event of a conflict between a provision of this Agreement and a rule or regulation of the Department of Administrative Services or any of its Divisions, the terms of this Agreement shall prevail.

ARTICLE 3 - LABOR/MANAGEMENT COMMITTEE

Section 1. Purpose.

The purpose of this Article is to promote harmonious relations between the Parties.

Section 2. Meetings.

A Labor/Management Committee (LMC) shall be established. Each party will designate up to four (4) representatives to the extent that such absences from duty do not

cause a disruption of work or otherwise create a short staff situation. Off duty personnel participating in such meetings must do so on their own time. The actual meeting time will be established through mutual agreement. Refusal of either party to meet on a given subject does not constitute a contract violation.

The LMC shall meet no less than bi-monthly to share information and discuss mutual issues or concerns. LMC meeting agendas shall be prepared in advance. Items for inclusion on the agenda shall be provided to all members at least five (5) working days in advance of the scheduled meeting. The parties shall compile a mutually agreeable agenda, which will include notice of invited guests.

The LMC meetings shall be conducted in good faith. The parties shall alternate responsibility for chairing the meetings. The Agency shall be responsible for preparing the agenda, note taking and distribution of meeting approved minutes. At the beginning of each meeting action items (old business) will be discussed and assess any progress toward the resolution. If the action item has not be completed that item will be added to the current meeting agenda.

Section 3. Scope of Authority.

Meetings will be held for purpose of discussion only. This committee will not enter into a binding agreement of any sort. Contractual type negotiation attempts to resolve individual grievances, or similar matters must be handled in the manner provided within the Contract and will not be proper subject matter for such meeting.

A joint meeting to deliver contract training will occur once every biennium.

REV: 2015

ARTICLE 4 - AVAILABILITY OF THE PARTIES TO EACH OTHER

The parties agree that representatives of the Employer and the Union are each obligated to meet at reasonable times, at the request of the other party, for discussion of the Agreement, its interpretation, continuation, or modification. Both parties pledge to meet expeditiously and in good faith.

ARTICLE 5 - NO STRIKE OR LOCKOUT

The Employer agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform their assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slow down by any other employees, such inability to provide work shall not be deemed a lockout.

During the term of this Agreement, the Union shall neither cause nor counsel the members of bargaining units for which it has been certified, or for which recognition has been extended by the Employer, to strike, walk out, slow down or commit other acts of work stoppage.

Upon notification, confirmed in writing by the Employer or Division to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall, upon receipt of a mailing list, advise such striking employees in writing, with a copy to the Employer and Division, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counsel led such strike activity. The notification to employees covered by this Agreement by the Union shall be made at the request of the Employer or Division.

ARTICLE 7 - NONDISCRIMINATION

Section 1.

The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee or applicant for employment because of race, color, religion, sex, national origin, age, mental or physical disability, marital status, political affiliation or sexual orientation.

Section 2.

Any and all complaints alleging any form of unlawful discrimination which are brought to the Union for processing will be submitted directly to the Administrator or designee. If the complaint is not satisfactorily resolved within thirty (30) calendar days of its submission at the Administrator level, the employee may, if they choose to proceed with the complaint, file the complaint with the Bureau of Labor and Industries or the Equal Employment Opportunity Commission (EEOC) for final resolution.

Discrimination complaints will not be subject to the grievance procedure contained in this Agreement unless the Bureau of Labor and Industries or other such body declines jurisdiction in the matter. If the Bureau of Labor and Industries or other such body declines jurisdiction, then the employee may file a written grievance within thirty (30) calendar days from the date the Bureau of Labor and Industries declines jurisdiction of the complaint.

Section 3

Sexual harassment is considered a form of sex discrimination. No employees shall be subjected to sexual harassment by the Employer, Union or other bargaining unit members.

ARTICLE 8 - MANAGEMENT'S RIGHTS

The parties agree that the Employer and the SACU have the right to operate and manage including, but not limited to, the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to suspend, reduce, demote, discharge for just cause as stated in [Article 15, Discipline and Discharge](#),

or take other proper disciplinary action against employees; to lay off employees; and to promulgate rules, regulations, and personnel policies, provided that such right shall not be exercised so as to violate any of the specific provisions of this Agreement.

REV: 2015

ARTICLE 9 - UNION SECURITY

Section 1. Union Activities.

The SACU agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall provide all present and future employees in the bargaining unit with a copy of the Agreement. The SACU and the Union shall share equally in the cost of the preparation of the Agreement. The SACU agrees to allow a duly certified Union representative thirty (30) minutes to speak to new employees about the Union's exclusive representation status, its benefits, and services available to the membership. This time will not be used for discussion of labor/management disputes.

If the Union representative is an employee of the SACU, they will be allowed time off without loss of pay to make the presentation.

The SACU agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall have available at the work site a copy of the collective bargaining agreement with AFSCME.

Section 2. AFSCME Staff Representatives.

The Union will notify the SACU in writing of its staff representative of the Local, Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO. Upon proper introduction and notice, the representative shall have reasonable access to the premises of the SACU during all working hours to conduct Union business. These representatives shall observe the security regulations of the SACU. Such visits are not to interfere with the normal flow of work.

Section 3.

Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by the employees during non-duty time.

Section 4. Union Stewards.

- a. The Union shall notify the SACU Human Resources Manager or designee of the selection of Stewards and their alternates. The Union shall be allowed one (1) Steward and alternate per work site, including each of the Float Pools and COAT. Eliot is considered two (2) separate worksites for the purposes of this section. Staff shall utilize the assistance of an in-house Steward where appropriate. When this is not appropriate a Steward from a nearby house may be used by the employee.
- b. Stewards may receive but not solicit grievances from the bargaining unit, and may discuss complaints and grievances of employees in the bargaining unit on the premises and time of the SACU where that time coincides with the employees

regularly scheduled hours, but only to such extent that it does not neglect or interfere with the work and duties of the Stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate bargaining unit grievances upon notice to their immediate supervisor. Release in such instances may not be immediate. If the permitted activities would interfere with either the Steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No more than one (1) Steward shall be involved in the same grievance. No overtime costs shall accrue to the Employer as a result of such activities outside regularly scheduled hours.

Officers of the local who are members of this bargaining unit may process grievances but will be held to the same restrictions set forth for Stewards as specified above in this section.

Willful disregard for these procedures may result in loss of pay for unauthorized leave or disciplinary action.

- c. The Division agrees there shall be no reprisal, coercion, intimidation or discrimination against any Steward for the conduct of the functions described in this Article.
- d. At the Union's request, with thirty (30) days notices, Stewards for the Union shall be granted personal business, accrued vacation leave, accrued compensatory time or leave of absence without pay to attend the Union's Steward training session. When a Steward cannot attend due to a work (client) emergency, the local president will be notified by the Steward.
- e. Executive Board Officers of Local 1246 shall provide the Agency with a list of prescheduled regular monthly Board meetings. Board officers from this bargaining unit shall then be allowed to attend at least two (2) regularly scheduled Board meetings per month. Attendance will be either on the basis of leave without pay or use of comp time, vacation, or personal business. Executive Board members should not be mandated during a shift prior to or during a union meeting.
- f. Meetings of the Executive Board specifically requested by the SACU, and mutually agreed to by the Union, which are held at locations, times and dates requested by the SACU shall be on the basis of no loss of pay for attending Board members from this bargaining unit, but SACU will incur no overtime liability nor will a Board member receive compensation for attending such meetings scheduled during a time that the employee would not normally be scheduled for work.

Section 5. Bulletin Boards.

The SACU agrees to furnish and maintain in each work area a bulletin board in a convenient place to be used exclusively by the Union for the posting of official Union notices only. The Union shall keep the bulletin boards neat and orderly. The Union agrees that it will not post material that is profane, obscene, or defamatory of the SACU or Employer or its representatives or employees. Materials which violate this subsection shall not be posted.

Section 6. Use of Facilities.

Upon request and approval of the House Manager, the Union shall be allowed to use a designated section of the facilities of the SACU to meet with its' members when such facilities are available and the meeting would not interfere with the business of the SACU.

Where access to SACU computer systems exist, the following communications between members and management are authorized:

1. Two-way communication relative to bargaining unit business between officially designated Union Officer (President, Vice President, Secretary, Treasurer, Stewards, Executive Board), and management.
2. Communications between designated Union Officers.
3. Notification from designated Union Officers to general members that there is a Union communication posted in the Union folder in the Agency public folders.
4. Personal use, as defined by DAS Policy, may include internal Union business.
5. Use of the SACU computer systems and e-mail system shall be consistent with DAS policies.

Section 7. Discrimination Based on Union Activities.

Allegations by employees of discrimination or harassment for protected Union activity shall not be subject to the grievance procedure; however, such allegations may be filed at the Employment Relations Board pursuant to ORS 243.650 et. seq.

Section 8.

Officer(s) shall be allowed to attend special house meetings agreed upon by Human Resources for the purpose of addressing major conflicts between staff/staff and/or management and staff.

Section 9. 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 (1) employee from a bargaining unit and a total of four (4) employees from all Central Table Participating bargaining units may be on such leave at any one (1) 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 10. 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 11. 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 12. 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 100 or fewer bargaining unit members, no

more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two 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.

REV: 2015, 2019

ARTICLE 10 - DUES DEDUCTION/FAIR SHARE

- a. 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.
- b. 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.

REV: 2019

ARTICLE 11 - EMPLOYEE STATISTICS

The Labor Relations Unit and the DHS will, upon request of the Union, provide any regularly produced computer runs containing non-confidential statistics of the Union's bargaining unit members. This will include one (1) printout annually showing names and addresses of all bargaining unit employees. Any costs incurred in photocopying these statistical reports under this agreement shall be billed to the Union.

ARTICLE 12 - EMPLOYEE RIGHTS

Section 1.

Off-duty activities of employees will not subject them to disciplinary action by the SACU unless such activities constitute just cause for discipline or discharge.

Section 2.

Employees who are the subject of a formal SACU complaint of merit or investigation shall be assured the following rights. This section shall not apply to criminal investigations under the jurisdiction of the State Police or other law enforcement agency.

- a. The employee shall not be deprived of any of their constitutional or civil rights guaranteed by the federal and state constitutions and law where potential criminal charges are involved. If an employee or the Union claims a violation of the above, such allegation shall not be subject to the grievance procedure, but can be appealed to the appropriate court of law.
- b. The employee shall be informed in writing of the nature of the complaint or charges before the employee is required to respond to questions concerning the complaint or charges.
- c. The Agency will make reasonable efforts to begin the investigatory process on potential disciplinary issues within thirty (30) calendar days of becoming aware of the issue. However, the Parties recognize that circumstances and complexities of individual cases may delay initiation of an investigation.
- d. Upon request, the Agency shall give the employee under Weingarten investigation, and their steward of record, notification of the status of the Agency's investigation, every thirty (30) calendar days until completed. Upon completion of the investigation, the Agency will provide the employee and their steward of record with written notification of the disposition of the investigation.
- e. Any official inquiry shall occur during employee paid time. This section shall not apply to criminal investigations under the jurisdiction of the State Police or other law enforcement agency.
- f. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to Union Representation prior to, during and/or after the interview. If the employee so elects, they may opt to have their attorney present. If the employee elects to have their attorney present, the Union remains the representative unless the Union declares otherwise in writing.

- g. Office of Training, Investigations and Safety (OTIS). Management will make an effort to schedule interviews as close to their regular shift as possible. Off-duty staff may be required to work to participate in these interviews on off-duty time. Upon return to regular duty the employee will be informed of the outcome of the investigation.
- h. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.
- i. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.

Section 3. General Event Reports.

If a General Event Report (GER) is received by the SACU which reflects critically against the employee, the SACU shall notify the employee at the earliest practical time unless premature notification could prejudice an investigation.

Upon request, the employee may inspect and receive a copy of the GER authored by the employee.

REV: 2015,2019

ARTICLE 13 - PERSONNEL FILES

Section 1.

An employee may, upon request, inspect the contents of their official personnel file. No grievance material shall be kept in the personnel file.

Section 2.

No information reflecting critically upon an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor had discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

If employee is not available within a reasonable period of time or the employee refuses to sign the material, the SACU may place the material in the file provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee at their address of record and a copy to the Union.

Section 3.

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare in writing their explanation or

opinion regarding the prepared material. This shall be included as part of their personnel file until the material is removed.

Section 4.

An employee may include their personnel file, copies of any relevant material they wish, such as letters of favorable comment, licenses, certificates, college course credits, or any other material which relates credibility on the employee. Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of three (3) years. Such material will, at the employee's request and Appointing Authority's approval, be removed after twenty-four (24) months, provided there has been no recurrence of the problem or a related problem in that time. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 5.

An employee may, upon request, obtain copies of any of the contents of their personnel file except for confidential reports from previous employers.

Section 6. Supervisory Working Files.

- a. An employee's supervisor may maintain a working (non workday) file kept in accordance with Agency practice.
- b. Within five (5) business days from the date of an employee request, an employee will be able to inspect their supervisor's working files in the presence of their supervisor. Employees will not remove any material from the file. If the file can not be made available because of the supervisor's absence, extensions of up to ten (10) business days will be granted.
- c. Upon request, the employee shall be given a copy of documents in the working file.
- d. An employee may submit a written statement to be attached to any document in the file and such statement will remain attached as part of the working file so long as the document remains in the file.
- e. Documents of an adverse nature will be removed from the file no later than eighteen (18) months from the date of the document so long as no reoccurrence of a similar nature has taken place in the intervening period. An employee may request early removal of any adverse document in the file upon mutual agreement between the supervisor and employee.

REV: 2015

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1.

A grievance shall be any disagreement or dispute which arises concerning the application, meaning or interpretation of this Agreement and shall be resolved by the following procedure below.

Grievances shall not be frivolous and shall be submitted on the AFSCME Grievance Form and shall contain the articles alleged to have been violated, the specific reasons why the employee feels the articles were violated, and the specific remedy(s) requested. Any grievance that does not fulfill these standards may be found invalid by an arbitrator.

The parties agree it is in their mutual interest to resolve problems at the lowest level possible and, therefore will communicate openly at all steps of the process either by phone conversation or in-person meeting.

The employee with or without a Union representative can discuss the issue with their supervisor in an effort to resolve the issue before filing a grievance.

Step 1.

- a. Any employee, with notice to the Union, or the Union Representative on the employee's behalf or an employee with a Union Steward may file a formal grievance at Step 1 in writing with their immediate supervisor within thirty (30) calendar days of the alleged action or the date the employee or the Union knew or should have known of the alleged action.
- b. The Union or the immediate supervisor may request a meeting with the other party to discuss the grievance. The supervisor, grievant or union steward shall not be required to meet during non-work hours, however, the parties understand that schedules may preclude such meeting unless someone volunteers to attend on non-duty time. The immediate supervisor shall respond in writing to the grievance within fifteen (15) calendar days to the employee from the date of receipt of the grievance. A copy of the response will be sent to the Union and to the Human Resources (HR) Manager.

Step 2.

- a. If the grievance is not resolved at Step 1, it may be appealed by the Union in writing to the HR Manager or their designee within thirty (30) calendar days after the written response required by Step 1 was received or due, whichever is first.
- b. The Union or the HR Manager or their designee may request a meeting with the other party to discuss the grievance. The HR Manager or their designee shall respond in writing to the Union within fifteen (15) calendar days after receipt of the grievance or from the date of the meeting if one occurs.

Step 3.

- a. If the grievance remains unresolved at Step 2, the Union Representative may appeal in writing to the Department of Administrative Services (DAS) Labor Relations Unit (LRU) within thirty (30) calendar days after the written response required by Step 2 was received or due, whichever is first.

For purposes of this Article, an appeal in writing can be delivered by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address LRU@oregon.gov.

- b. The DAS LRU shall respond in writing to the Union within thirty (30) calendar days after receipt of the grievance.

In the event the response from the DAS LRU is acceptable to the Union, such response shall have the same force and effect as a decision or award of an arbitrator, and shall be final and binding on all and they will abide thereby.

Section 2.

- a. Salary reductions or reduction in pay disciplinary actions may be appealed to the HR Manager within fifteen (15) calendar days from the effective date the discipline, and processed in accordance with Step 2 of the grievance procedure.
- b. Overtime grievances shall be submitted directly to the HR Manager, and processed in accordance with Step 2 of the grievance procedure.
- c. Dismissal of a regular status employee may be appealed by the Union to the DAS LRU in writing within fifteen (15) calendar days from the effective date of the dismissal and processed in accordance with Step 3 of the grievance procedure.

Section 3.

Time limits may be extended by agreement of the parties confirmed in writing.

Section 4.

The Union or the grievant shall not expand upon the original elements and substance of the written grievance. Prior to filing at Step 2 of the Grievance Procedure, the Union or the employee may however, modify for the purpose of clarity, the articles cited as being violated and the remedy requested. Improper expansions may, however, be the basis for an arbitrator to find a grievance invalid if the Employer has identified the problem by the Step 3 response.

Section 5. Arbitration.

- a. Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following DAS LRU's response, may be submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be in writing and mailed or delivered to the Employment Relations Board within forty-five (45) calendar days of the receipt of the response from the DAS LRU with a copy to the DAS LRU requesting a panel of five (5) Oregon arbitrators be sent to each side.

Failure to file for arbitration within the specified forty-five (45) calendar day period shall constitute forfeiture of claim and the case shall be considered closed by all parties.

If the grievance is to be submitted to arbitration, a pre-arbitration meeting may be held. The meeting shall include both the DAS LRU and the Employer or SACU to meet with the Union in an attempt to formulate a submission agreement to be forwarded to the arbitrator.

- b. In the event that arbitration becomes necessary, the Union and the Employer will select an arbitrator by alternately striking names, with the moving party striking first, from an Employment Relations Board list one (1) name at a time until one (1) name remains on the list. The name remaining on the list shall be accepted by the

parties as the arbitrator. The arbitration hearing shall commence as soon as possible thereafter, unless otherwise mutually agreed by the parties.

Should the Union fail to actively pursue scheduling of the case for arbitration within one-hundred twenty (120) days of its appeal to arbitration, the case will be considered to be closed and withdrawn.

- c. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay and benefits, or to mitigate or cancel the penalty as equity suggests under the facts, or to provide any other relief sought which is otherwise proper under the Agreement. The arbitrator's authority regarding reclassifications shall be addressed in [Article 45, Reclassification Procedure](#).
- d. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 6.

Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.

Section 7.

If at any step of the grievance procedure, the Employer or SACU fails to issue a response within the specified time limits set forth in this Agreement, the grievance shall be submitted in writing to the next step of the grievance procedure unless withdrawn by the grievant or the Union.

If the employee or Union fails to meet the time limits specified herein, the grievance will be considered withdrawn and cannot be resubmitted.

Steps referred to in this Article may be waived by mutual agreement.

Section 8. Group Grievances.

Where there are group grievances involving two (2) or more immediate supervisors and grievances involving subject matters which are beyond the authority of the immediate supervisor to resolve, may, with mutual agreement of the parties be filed at higher steps up to and including Step 3 within thirty (30) calendar days of the alleged violation.

All "group" grievances must be specific at the initial step of the grievance procedure and must detail the articles violated, all the employees affected and the reasons for both. Issues of vagueness and/or overbreadth remaining at the time of arbitration may be the basis for an arbitrator to find a group grievance invalid.

Section 9. Expedited Grievance Arbitration.

- a. Upon mutual agreement, the Employer and Union may agree to use the expedited arbitration process contained in this subsection for grievances that are timely and properly filed and subject to arbitration as provided for in this agreement. The parties will use language from this section of the article in the selection of the arbitrator, payment and all other conditions that apply to the hiring of an arbitrator as stated below.
- b. The parties shall select an arbitrator by requesting the Employment Relations Board for a list of seven (7) qualified arbitrators who have offices in Oregon and Washington and agree to work under the rules set forth in this subsection. The order of striking shall be determined by a coin flip. Each party shall have the right to alternately strike a total of three (3) names from the list with the remaining name on the list being the selected arbitrator.
- c. The cost of the arbitration shall be borne by the losing party as stipulated by the arbitrator.
- d. The use of the expedited arbitration process shall be determined at the time the parties schedule dates with the arbitrator.
- e. The parties shall develop a stipulation of facts and affidavits and other time saving methods whenever possible and when mutually agreed upon.
- f. Case presentation will be limited to opening statements, brief recitation of facts, witness presentation and closing oral arguments. No post hearing briefs shall be filed and no court reporter transcripts shall be made. However, nothing prevents either party from keeping their own notes. The hearing will be completed within one (1) business day unless otherwise agreed upon by the parties.
- g. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties.
- h. At their discretion, the arbitrator may issue a bench decision at the conclusion of the hearing or may issue a written award no later than seven (7) calendar days from the close of hearing excluding weekends and holidays. The arbitrator's award shall be based on the record and shall include a brief explanation of the basis for the award.
- i. The award shall be in writing and signed by the arbitrator. If the arbitrator determines a formal opinion is necessary, the award will be in summary fashion.
- j. The arbitration award shall not establish a precedent for any current or future cases on the same or related subject unless the parties agree otherwise prior to the hearing.

REV: 2015,2019

ARTICLE 15 - DISCIPLINE AND DISCHARGE

Section 1.

The principles of progressive discipline (which normally begins with a step of informal discipline such as coaching and/or expectations) shall be used except when the nature of the problem requires more serious formal discipline such as formal written reprimand, reduction in pay, suspension, demotion or dismissal. Coaching and/or expectations may be noted in a supervisory file, with a copy given to the employee, followed by formal steps of discipline, which shall be placed in the employee's personnel file.

If the formal discipline cites a rule or policy that has been violated, copy of the rule or policy will be made available to the employee upon request.

A regular status FLSA-non-exempt employee may be suspended, reduced in pay, demoted, or dismissed only for just cause.

A regular status FLSA-exempt employee may be suspended consistent with the salary status requirements of the FLSA, demoted, or dismissed only for just cause.

Section 2. Duty Stationed at Home.

Employees shall be notified within three (3) business days in writing of the reason for being duty stationed at home. Employees who are duty stationed at home will remain on their current work schedule, but will be required to flex that schedule in order to be available for fact finding interview meetings with the Office of Training, Investigations and Safety (OTIS), Management, and/or Human Resources (HR) Office. Every efforts will be made to schedule at a mutual agreeable time that would not unreasonably delay the fact finding interview meetings and to avoid overtime.

Section 3.

A written predissmissal notice shall be given to a regular-status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority or their designee at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice was received, unless an earlier time is requested by the employee and agreed to by SACU. The employee shall be permitted to have an official union representative present. The Appointing Authority may suspend the employee with pay or without pay or the employee may be allowed to continue work, as specified within the predissmissal notice.

Section 4.

Dismissal of a regular-status employee may be grieved by the Union to the Department of Administrative Services (DAS), Labor Relations Unit (LRU), in writing within fifteen (15) calendar days from the effective date of the dismissal as outlined in [Article 14](#), Section 1, Step 3.

Section 5.

- a. A FLSA-non-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline.
- b. A FLSA-exempt employee who is demoted, suspended without pay consistent with the salary status requirements of the FLSA shall receive written notice of the discipline with the specific charges and facts supporting the discipline.

Section 6.

- a. The reduction in pay, demotion and/or suspension of a regular status employee may be appealed to Step 2 within fifteen (15) calendar days from the effective date of the action as outlined in Article 14 – Grievance Procedure, Section 1.
- b. Appeals of written reprimands shall be filed at Step 1 with the immediate supervisor as outlined in Article 14 – Grievance Procedure, Section 1.
- c. Trial service removals shall not be subject to [Article 14, Grievance Procedure](#) or this Article.

Section 7.

It is the intent of the Agency that discipline not be administered in the presence of other employees or the public, whenever possible.

Section 8.

Upon request, an employee shall have the right to Union representation during any investigatory interview that the employee reasonably believes could result in disciplinary action. The employee will have the opportunity to consult with a local Union Steward or Union Field Representative before the interview, but such designation shall not cause an undue delay.

REV:2019

ARTICLE 16A - TRIAL SERVICE

Section 1.

- a. All new employees appointed to a position shall serve a six (6) month trial service period.
- b. All employees promoted within the SACU shall serve a six (6) month trial service period.
- c. Employee's who leave employment while in initial trial service shall be required to serve a new six (6) month trial service period upon return.
- d. Regular status employees who return to employment within two (2) years into the same classification previously held shall not serve a trial service period.
- e. Trial service removals shall not be subject to [Article 14, Grievance Procedure](#).

Section 2. Initial Trial Service.

The supervisor shall evaluate the employee's work habits and ability to perform their duties satisfactorily within the trial service period. At any time during the trial service period the SACU may remove an employee.

If the trial service indicates that such employee is unable or unwilling to perform their duties satisfactorily or that their work habits and dependability do not merit their continuance in the position, they shall be given a period of time to correct the deficiencies prior to removal. Initial trial service may also be extended for the purpose of developing the skills and/or knowledge necessary for competent job performance for up to six (6) months.

Written notice of the extension will be provided to the employee and a copy of the extension shall be forwarded to AFSCME and the DAS Labor Relations Unit.

Section 3. Promotional Trial Service.

If a performance deficiency exists, review will occur between the supervisor, union (at the employee's option) and employee and the results documented unless immediate removal is deemed necessary by management. If a performance plan is developed, as a result of the above meeting for a promotional trial service employee it shall include additional training if deemed necessary, trial service may be extended up to three (3) months.

Section 4.

If such employee was previously a regular status employee in another position in the classified service immediately prior to their present appointment, they shall be reinstated to their former position, or, upon mutual agreement with the employee, a vacancy in their former classification unless charges are filed and they are discharged as provided in [Article 15 – Discipline and Discharge](#).

Section 5.

An employee who is transferred to another position in the same class, or different class at the same or lower salary level in the SACU prior to completion of the trial service period, shall complete the trial service period in the latter position by adding the service in the former position.

Section 6.

An employee who is on an approved leave without pay shall have the trial service period extended by the number of days of the leave without pay.

Section 7.

Trial Service employees can only bid within their assigned island.

Section 8. Outside Agency Promotional Trial Service

- a. A regular status employee who is removed from promotional trial service from an executive branch state agency shall have right of return to their former Agency. The Agency shall restore the employee to their former position if it is vacant. If it is not vacant the employee shall be restored to a position in their former classification in their former bargaining unit so long as the employee meets any special qualifications for the position unless charges are filed and they are terminated from employment.
- b. If an employee is reinstated into a position in their former classification in the bargaining unit and this requires a change in the employee's official work site, the employee will be eligible for moving reimbursement in accordance with the Employer's policy titled, 'Current or Recalled Employee Relocation' (40.055.10).
- c. This subsection becomes effective on the first (1st) of the month following ratification of the local agreement or on the date of receipt of an interest arbitration award, whichever is later.

- d. This subsection applies to employees beginning their promotional trial service after the effective date of the local agreement.

REV: 2015, 2017

ARTICLE 16B - POSITION DESCRIPTIONS/PERFORMANCE APPRAISAL

Section 1. Position Descriptions.

Individual position descriptions shall be reduced to writing and delineate the duties assigned to an employee's position. A dated copy of the position description shall be given to the employee.

Section 2. Performance Appraisal.

The employee shall be rated by their immediate supervisor. The performance appraisal shall be reviewed by the next higher level supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide their comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

If there are any changes or recommendations to be made in the performance appraisal after the rater has discussed it with the employee, the performance appraisal shall be returned to the rater for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on the changes. The employee shall sign the new performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

All written comments provided by the employee shall be attached to the performance appraisal. The submission of any comments shall not abridge the right of the employee to grieve the performance appraisal.

Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's eligibility date even if the employee is at the maximum rate for their class.

Employees who have not had an evaluation within the previous twelve (12) month period, may request, and shall be granted a written performance evaluation. Such evaluation shall be completed within forty-five (45) calendar days of such request. The evaluation period under review shall be the twelve (12) months immediately prior to the evaluation.

Performance appraisals shall not be arbitrable unless it results in denial of a step increase.

REV: 2019

ARTICLE 17 - SALARIES

Section 1. PERS Pickup

Effective February 1, 2019 compensation plan salary rates for PERS participating members shall be increased by six and ninety five one hundredths percent (6.95%). At that time bargaining unit employees will begin to make their own six percent (6%) contributions to their PERS account or the Individual Account Program as applicable. Employees' contributions shall be treated as 'pretax' contributions pursuant to Internal Revenue Code Section 414(h)(2).

Section 2. Cost of Living Adjustment.

A. Effective July 1, 2019 or on the first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by two and fifteen hundredths percent (2.15%).

The salary alignment shall be applied first before the cost of living adjustment. The cost of living adjustment shall be applied before the implementation of selective salary adjustments.

B. Effective October 1, 2020 or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by three percent (3%).

C. Effective July 1, 2020 or first of the month following receipt of an interest arbitration award whichever is later, an additional step shall be added to all salary ranges. Implementation shall be on a least cost basis. Employees who are at top step of their salary range on the effective date shall have their former salary eligibility date restored for future increases. However, this does not apply to anyone red circled above the new top step.

Section 3. Selective Salary Adjustment

<u>Class #</u>	<u>Classification Title</u>	<u>From</u>	<u>To</u>
C0103	Office Specialist 1	12C	13C
C2512	Electronic Pub Design Spec 3	23	25
C6550	Respiratory Care Practitioner	23	26

Effective July 1, 2019 or the first of the month following ratification of the local agreement whichever is later, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date what would be twelve (12) months from the effective date of the selective salary adjustment will be assigned. For an employee whose rate is within the new salary range but not at a corresponding step, the employee's salary shall be adjusted to the next higher rate closest to the employee's current salary rate.

Section 4. New/Revised Section

A. Effective July 1, 2019, the following new and revised classification will be established below:

Class #	Classification Title	Salary Range
C6705	Direct Support Crisis Specialist	19

- Employees will be grandfathered and are not required to meet the minimum qualifications of the classification in which their position is allocated.
- Base salary will be used to determine the employee placement. Employee placement shall not exceed the top step of the bargained salary range.
- Employees whose salary falls below the first step of the new range will be placed on the first step of the new range and the Salary Eligibility Date (SED) will be changed to the implementation date plus one year. If the increase is less than one (1) full step, the Salary Eligibility Date (SED) will not change.
- Employees whose salary is not on a step in the new salary range will remain off step until their Salary Eligibility Date (SED). Employees shall receive at least one (1) full step on their SED.
- Employees whose salary falls on a step in the new salary range will be placed on that step in the new range and the Salary Eligibility Date (SED) will remain the same.
- Employees who have been at the top step for ten (10) years or more shall receive at least one (1) full step upon implementation and their SED will be changed to the implementation date plus one (1) year.
- Employees whose salary is above the top step of the new range will be 'red circled'.

B. Delete the following classification from the compensation plan:

Class #	Classification Title	Salary Range
C6710	Mental Health Therapy Technician	16S

REV: 2015, 2017, 2019

ARTICLE 18 - PAY DAY AND PAY ADVANCES

Section 1.

All employees, except those whose paychecks must be rewritten because of time loss or attachment, shall normally be paid no later than the first day of the month. When the payday occurs on Monday through Friday, payroll checks shall be released to employees at 9:00 a.m. on that day at the Home. When payday falls on a Saturday, Sunday or holiday, paychecks shall be made available after 9:00 a.m. on the last business day (M-F) of the month at the Home. Graveyard shift employees may pick their paychecks up at the end of their shift at the Home, providing a prior written request is submitted to Business Management (each time there is a change in their request). The release day for December paychecks dated January 1 shall be the first banking day in January to avoid December's paycheck being included in the prior year's earnings for tax purposes. If, due to an error, no paycheck is generated or an error of more than fifty dollars (\$50.00) is made,

a check will be issued within two (2) business office working days once the time has been verified by payroll. Such checks will not be counted a pay advance under Section 3.

Section 2.

When an employee is not scheduled to work on payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Paycheck" form AD20. However, the employee may not cash or deposit the check prior to the normal release day and time. Any violation of this provision shall be cause for the employee to be notified that they shall not be further able to have their paycheck released prior to payday.

Section 3.

The parties agree that pay advances will be given upon request, but that in no instance will an employee be given more than four (4) pay advances in any one (1) calendar year (January 1 through December 31). However, the employee's comp time balance must be paid off prior to receiving the fourth pay advance. The amount of the advance shall not exceed sixty percent (60%) of gross pay earned, but shall be at least one hundred dollars (\$100.00). Pay advance requests must be submitted in writing, to DHS Payroll by the 22nd of each month, or the last working day of the month preceding the 22nd if the 22nd falls on a weekend, except for November. For November, pay advance requests must be submitted in writing to DHS Payroll by the 21st of each month, or the last working day of the month preceding the 21st if the 21st falls on a weekend.

**ARTICLE 19 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/
UNDERPAYMENTS**

Section 1. Overpayments.

- a. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
 1. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
 2. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 3. If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.

4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- b. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- c. The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments.

- a. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct any such underpayment made within a maximum period of two (2) years before the notification.
- b. This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as leadwork, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

ARTICLE 20 - SALARY ADMINISTRATION

Section 1. Merit Increases, Granting of or Denial of.

- a. Employees shall be eligible for annual merit increases on their eligibility date provided the employee is not at the top step of the salary range of their classification.
- b. Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's eligibility date, even if the employee is at the maximum rate for their classification.
- c. Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance pay increase on their eligibility date if the employee is not at the top of the salary range of their classification, and provided the employee's performance has not been deficient. Employees who do not receive an annual performance pay increase shall receive timely notice of deficient performance or conduct during the evaluation period. Employees shall receive a notice related to the deficiencies as they are noted prior to the completion

of the performance evaluation period. Such notice shall provide the employee with reasonable opportunity to correct the problem prior to the end of the evaluation period.

Performance based pay shall include the following considerations:

1. Classification specifications developed and promulgated by the DAS.
2. An individual position description, reduced to writing.
3. Trial service work reviews.
4. Disciplinary action.

The above considerations shall be the primary factors upon which an employee's performance is judged and upon which annual performance pay decisions are determined.

- d. Eligibility Dates. Employees shall be eligible for salary increases on their eligibility date following intervals of:
 1. Annual periods after the initial date of hire until the employee has reached the top step in their salary range. However, should an employee be promoted during the first year of service with the Employer, the employee shall not receive this increase, but shall be eligible for increases in part (2).
 2. The first six (6) months after promotion and annual periods thereafter until the employee has reached the top step in their salary range unless the employee has voluntarily demoted and is returning to the higher classification. Upon return to the higher classification, the employee shall retain the SED and the step they would have received, and had they not demoted.

Section 2. Salary on Promotion.

- a. 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 the promotion and upon completion of six (6) months trial service after promotion and annually thereafter until the employee has reached the top step of the salary range, unless the employee has voluntarily demoted within the last twelve (12) months and is returning to the higher classification. Upon return to a previously held classification within twelve (12) months of the voluntary demotion, the employee shall retain the SED and the step they would have received, had they not demoted.
- b. If an employee is removed from promotional trial service, they shall be restored to their prior economic and employment status including any step increase which may have occurred.

Section 3. Submissions of Salary Increases.

- a. For employees initially hired to state service, the salary eligibility date shall be set one (1) year from the date of hire. However, an employee's salary eligibility date may only change because of employment actions as a result of reallocations, reemployments, reclassifications or leaves without pay in excess of thirty (30) days

except those leaves protected by federal or state laws (FMLA, military, workers compensation).

- b. Salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements will be authorized. In no event shall any retroactivity exceed twenty-four (24) months from the date upon which the oversight or error is brought to management's attention in writing, or, in the case of a grievance settlement, the date the grievance was filed in writing.

Section 4. Salary on Demotion.

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

Whenever an employee demotes to a job classification in a salary range which does not have a corresponding salary step with the employee's previous salary, but is within the 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 full step within the new salary range plus that amount that their current salary is below the next higher rate in the salary range. This increase shall not exceed the highest rate in the new salary range.

Whenever employees demote to a job classification in a lower range, but their previous salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.

Section 5. Effect of Break in Service.

When an employee separates from state service and subsequently returns to State service, except as a temporary employee, the employee's salary eligibility date shall be determined as follows:

- a. Return from Layoff List. When a former employee who was laid off is recalled, they will be paid at the step they were at the time of layoff. An employee's previous salary eligibility date, adjusted by the amount of break in service, shall be restored.
- b. Return from Reemployment. When a former employee is, within a two (2) year period of time, reemployed to a position in the same classification in which they were previously employed, or in a related classification with the same salary range, they shall be paid at or below the step at which they were being paid at the time of their termination. If a person is reemployed in a position in a classification with a lower salary range than that of their previous position, they may be paid at any step in the lower salary range not exceeding the rate they were being paid in the higher classification, except where exceptional circumstances justify the payment of a higher rate. The previous eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established by the SACU as the first of the month in any future month up to twelve (12) months from the date of reemployment.

Section 6. Salary on Lateral Transfer.

An employee's salary shall remain the same when transferring from one position to another within the bargaining unit which has the same salary range.

REV: 2015

ARTICLE 21 - INSURANCE

Section 1.

An Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month unless required by law.

Section 2.

The contribution for eligible participating part-time employees with eighty (80) or more hours paid time for the month the Employer shall contribute a prorated amount of the contribution for full-time employees unless otherwise required by law. This prorated contribution shall be prorated based on the ratio of paid regular hours to full time hours to the nearest full percent.

Section 3. Plan Years 2019 through 2021.

For Plan Years 2019, 2020 and 2021 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

Section 4.

If the Collective Bargaining Agreement provides for a COLA with an effective date in the second (2nd) year of a biennium and the difference in the projected increase in the PEBB composite rate for the following calendar year falls below three point four percent (3.4%), then the COLA will be moved up by one (1) full month for each month it is sufficiently funded by the savings.

SEE LOAs: [PMAC, Part-Time Medical Computation and Subsidy](#)

REV: 2015, 2017, 2019

ARTICLE 22 - DIFFERENTIALS

Section 1. Shift Differential.

- a. Shift differential shall apply to all employees in the bargaining unit except temporary appointments and part-time employees working less than thirty-two (32) hours per month. An employee shall be paid a shift differential of one dollar (\$1.00) per hour for each hour or major portion thereof for work between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof for work on Saturday and Sunday. "Major portion thereof" is defined as thirty (30) minutes or more of an hour.

- b. Shift differential shall not be applied to base rates in the computation of payments for periods of leaves with pay, except administrative leave with pay. Shift differential shall be included in computation of overtime or penalty payments.

Where an employee is placed on administrative leave with pay during an abuse investigation or disciplinary investigation, and that employee agrees to volunteer to be placed on M-F, day shift without penalty for the period of the investigation, that employee shall continue to be paid any shift differential for which they would normally work.

- c. Shift differentials for LPN's shall be one dollar and sixty cents (\$1.60) per hour for all hours worked as specified in Section 1a.

Section 2. Signing Differential.

- a. A differential of five percent (5%) will be available to be paid to all employees whose position requires the effective communication in ASL/English sign language and who are officially assigned in writing by Agency management to communicate with a client. Management shall determine the level of effective communication in ASL/English sign language necessary to receive the differential, which will be noted in the special qualifications ("SQ") of the position description once that level has been attained.
- b. With application of the differential at a particular home and where an individual who requires effective communication in ASL/English is receiving services, the parties shall meet to consider contract modifications appropriate to such articles as order of overtime offers and time off requests.
- c. Management retains the right to determine when and where ASL/English SQ's are assigned to a position. Should management remove ASL/English SQ's from a position, it will provide thirty (30)-days advance notice to AFSCME.

Section 3. A Bilingual Differential.

A differential of five percent (5%) of base pay shall be paid to an employee who has met the testing requirements for their position and is formally assigned in their position description to interpret to or from another language to English.

Section 4. Leadwork Differential.

- a. Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor in writing, "leadwork" duties for ten (10) consecutive days or longer provided the leadwork duties are not included in the classification specification for the employee's positions.
- b. Leadwork is where, on a reoccurring basis, the employee has been directed to perform substantially all of the following functions: orient and train new employees, assign and review work, give directions to workers concerning work procedures.
- c. The leadwork differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.

Section 5. Float Pool Differential

Direct Support Crisis Specialist (DSCS) and Habilitative Training Tech 2s (HTT2s) assigned to the Float Pool shall receive a five percent (5%) differential above their base pay for the duration of the assignment. Such assignment will be reflected in the employee's official position description.

Section 6. Crisis Outreach Assessment Team (COAT) Differential

Direct Support Crisis Specialist (DSCS) who have accepted a COAT assignment shall receive a ten percent (10%) differential above their base pay for the duration of the assignment. Such assignment will be reflected in the employee's official position description.

Section 7. Portability Differential

When an employee reports to work for their scheduled shift and volunteers or is assigned to work at another worksite to provide direct client care for a shift, the employee shall receive a three dollars and twenty-three cents (\$3.23) differential for all hours worked at the other assignment, including travel time. This differential is not applicable to any pre-determined or voluntary overtime or employees assigned to the Float Pool.

See LOA: Acute Care Differential

Rev: 2017,2019

ARTICLE 23 - ON CALL

Section 1.

Employees shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than six (6) hours shall be paid on a prorated basis.

Section 2.

An employee shall be on on-call duty when required to be available for work outside their normal working hours and meet all the following conditions: 1) The employee is required to leave word with the SACU where they can be contacted during a specified period of time by phone; and 2) The employee is required and must be prepared to immediately commence full time work if the need arises.

Section 3.

An employee shall not be on on-call time once they actually commence performing assigned duties and receives the appropriate rate of pay for time worked.

Section 4.

No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.

Section 5.

On-Call duty time shall not be counted as time worked in the computation of overtime compensation.

REV: 2015, 2019

ARTICLE 24 - REPORTING PAY

An employee who is scheduled to work their regular shift or an approved pre-scheduled meeting and reports to work and there is work available, they may be excused from duty by Management, but shall be paid at their regular rate for the shift of work or length of meeting scheduled.

ARTICLE 25 - CALL BACK TIME

Section 1.

An employee who is called back to work outside of their regular shift, or called in on their day off, will receive the appropriate rate of compensation in accordance with this agreement for hours actually worked, but in no event will the employee be paid less than four (4) hours at the straight time rate of pay. Call back means being called back into work unexpectedly by a supervisor for an unscheduled, unplanned Agency need.

Section 2.

This provision will not apply due to employee oversight (e.g., taking home necessary keys, equipment necessary at the worksite, etc.), or any prescheduled meetings or appointments.

Section 3.

If such a call is made to a Behavior/Vocational Specialist which requires professional judgment while they are off duty, such time shall be counted and recorded as time worked in fifteen (15) minute increments.

REV: 2019

ARTICLE 26 - WORK OUT OF CLASS

Section 1.

The SACU agrees to compensate a regular status employee assigned in writing to assume the major distinguishing duties of a position in a higher classification where such assignment is for more than five (5) consecutive work days at a rate of five percent (5%), above the employee's current base rate of pay, or the first step of the higher range, whichever is greater.

When such assignments are made to work out of classification for more than five (5) consecutive work days, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment. The SACU agrees that it will not abuse its privilege granted under this section

and that decisions to assign or not assign out of classification work will be on a good faith basis.

Section 2.

A copy of the work out of class assignment will be placed in the employee's personnel file and shall be included during the employee's annual performance appraisals review.

REV: 2015

ARTICLE 27 - SENIORITY

Unless otherwise indicated in this Agreement, seniority means continuous service with the SACU. In cases where two (2) or more employees have the same seniority with the SACU, former service at Fairview Training Center which is contiguous with service in this bargaining unit will apply to break the tie. In the event that there is still a tie after considering Fairview Training Center service, seniority shall be set based on each employee's Employee Identification Number (EIN). The employee with the lower EIN shall be considered to be the more senior employee.

Except for job incurred injury, all leave without pay that exceeds ninety (90) consecutive calendar days shall be deducted from the computation of continuous service. Continuous service means uninterrupted employment with the SACU except for layoff. An interruption in service occurs only through separation from the SACU which is of a six (6)-month duration or longer.

Seniority lists shall be prepared by the SACU, updated periodically, and made available in each work site as well as a copy sent to the Union every six (6) months.

REV: 2015, 2017

ARTICLE 28 - WORK WEEK AND WORK SCHEDULING

Section 1.

The work week shall begin at 00:01 a.m. Sunday and end at 12:00 Midnight the following Saturday. A work day shall be a period of twenty-four (24) hours commencing at the start of the employee's first assigned shift and shall remain fixed at that period for the whole of the work week, except for flex work schedules.

Section 2.

This Article shall not be considered as a guarantee of hours of work per day or per week.

Section 3.

- a. A work schedule is defined as the time of day and the days of the week the employee is assigned to work.
- b. A regular work schedule is a work schedule with fixed starting and stopping times on five/eight (5/8) hour days with at least two (2) consecutive days off within the

- work week and at least fifty-six (56) hours between the last shift worked and the beginning of the employees new work week. The hours and days off are those that were posted and successfully bid on. Overtime shall be paid after the number of hours scheduled to work in a workday is exceeded and/or over forty (40) hours in a work week.
- c. The weekend work schedule may consist of three (3) thirteen (13) hour twenty (20) minute work days. Weekend schedules will include one (1) shift on Saturday, one (1) shift on Sunday and one (1) shift on Monday or Friday, totaling forty (40) hours in an established time of seven (7) consecutive twenty-four (24) hour periods. This weekend work schedule is for the Eliot Medical Homes and the COAT Teams.
 - d. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employee and the manager. It is posted in advance and varies the shifts, hours of work and days off as needed. Overtime is paid after the number of hours scheduled to work in a workday is exceeded and/or over forty (40) hours in a work week. Employees on a regular schedule can work with their manager to, on an occasional basis, flex their schedule within the work week provided there is no negative impact to clients and overtime costs are not incurred.
 - e. An alternate work schedule is any schedule that is not a regular work schedule or a flexible work schedule. (See LOA – Article 28 – Work Week and Work Scheduling – Alternate Work Schedules).
 - f. Vacation Relief (VR) schedule(s) has varied hours, shifts and days off. VR will not be scheduled for more than eight (8) hours unless filling in for a ten (10) hour shift, thirteen (13) hour / twenty (20) minute shift, sixteen (16) hour shift, or unless mutually agreed with management. Every good faith effort shall be made to allow ten (10) hours between shifts. VR may waive this obligation. When scheduling accrued time off for vacation relief, see Article 33, Section 5. Overtime shall be paid after the number of hours scheduled to work in a workday is exceeded or over forty (40) hours in a work week.
 - g. For purposes of overtime the last shift worked determines the placement on the rotation list.
 - h. Hours and days off for part-time employees are mutually agreed upon between the employee and manager.
 - i. Float Pool (FP) staff schedules shall consist of eight (8) hour shifts unless mutually agreed upon with management to work other shifts (i.e., sixteen (16) hours, thirteen (13) hour: twenty (20) minutes, four/ten (4/10) hour days, etc.). Schedules will be set for periods of thirty (30) days at a time, location of shift will be portable. Employees will be notified of a shift change ten (10) days in advance when possible but in no instances shall employees be given less than a seven (7) day notice unless mutually agreed upon.

All designated FP shifts will be rebalanced for periods beginning February 1st and August 1st of each year. All FP staff will be offered designated shifts based on seniority and island assignment. Standard pre-notice timelines will be followed for the process of assignment of these shifts.

Section 4.

Work schedules will be published ten (10) days in advance of the effective date except for designated relief positions/assignments (by 20th of the Month). Established work schedules will not be changed with less than ten (10)-days advance notice except when there are mandatory meetings and / or trainings involved. In no instance shall any schedule be changed by more than two (2) hours without a forty-eight (48)-hour notice unless the schedule change is voluntary on the part of the employee. This section does not apply to permanent schedule changes.

Section 5. Short Term Temporary Shift Trade Guidelines Within Worksite.

Staff may trade shifts or portions of shifts and days off in accordance with Federal laws and regulations.

- a. Employees may agree to shift trades with other employees who are qualified to perform the duties required in the course of the trade. Such agreement shall be in writing and signed by the affected employees and shall contain specific dates of the trade.
- b. Shift trades are voluntary agreements between employees and shall not cause financial liability to the Agency. Employees are individually responsible to ensure the shift trade occurs as approved. The employee who fails to complete the trade as approved shall be charged with leave without pay, unless other leave is approved by the employee's supervisor.
- c. Employees shall submit their shift trade requests a minimum of two (2) business days in advance of the trade date. If a trade is denied a brief explanation shall be provided on the form which will then be returned to the employees. Supervisors shall not withhold approval of shift trades without valid cause.
- d. Shift trades requests may not be changed unless agreed to by both Parties through submission of a new request.
- e. All shift trades shall be completed within thirty (30) day time period.
- f. The notification deadline and/or the completion period may be extended or reduced by mutual agreement.
- g. No overtime costs will be incurred when shift trades are approved. Shift trades within the island will be permissible. Compensation will follow the scheduled employee.
- h. Shift trades shall not circumvent the alternate work schedule processes.

Section 6. Backfill of Positions When an Employee is on Leave.

If an employee is scheduled to be gone for one (1) month or more, the Site Manager shall assess the current needs of the house and shall post no more than two (2)

current/revised schedules. Assignment posting shall last three (3) calendar days and no employee shall be awarded more than one (1) assignment. Site Manager will determine how to cover the remaining workload needs. Employees must meet the requirements of the shift they are requesting to backfill.

This is a voluntary, temporary trade based on seniority. It is not considered a lateral transfer.

Section 7. Meal Periods and Rest Breaks.

- a. All full-time employees shall be granted a non-duty meal period during their shifts. Non-duty meal periods shall be scheduled in the middle of the work shift or as near thereto as possible, and shall be no less than thirty (30) minutes.

When an authorized management representative designates that certain employees are not permitted to leave their work site during the meal break, employee meal breaks shall be considered duty time.

- b. Each employee on a five/eight (5/8) work schedule shall be afforded rest breaks totaling fifteen (15) minutes or a fifteen (15) minute block of time for each four (4) hours worked. The rest breaks shall be allowed as near the mid-point of each four (4) hours of the shift as possible.
- c. Each employee on a four/ten (4/10) work schedule shall be afforded rest breaks totaling twenty (20) minutes or a twenty (20) minute block of time for each five (5) hours worked. The rest breaks shall be allowed as near the mid-point of each five (5) hours of the shift as possible.
- d. Each employee on a thirteen (13) hour, twenty (20) minute work schedule shall be afforded three (3) fifteen (15) minute rest breaks.
- e. All eight (8) hours or greater off-site training shall include a non-paid thirty (30) minute lunch period.

Section 8. State Paid Meals.

- a. Employees who work an eight (8) hour schedule will receive one (1) meal if it occurs during their shift. Employees who work more than eight (8) hours will receive up to two (2) meals if it occurs during their shift. It is expected that by eating with the clients, these meals will model appropriate dining and socialization behavior. Variance may be approved by the site manager.

- b. **Meals-Outings.**

1. When commercially purchased meals outside the home are part of a client's ISP or an outing approved by management for development of socialization skills, the employee will be provided at state expense the same or similar meal in terms of cost and low cal/diabetic or other special dietary restrictions as the clients. All staff authorized to attend the outing are eligible for the provision of state meals.
2. No snacks or drinks will be provided to employees at state expense when the employee is accompanying a client on an incidental outing where the client

pays for their own treats. Employees may choose to join the client at their own expense.

3. If a BSP payoff involves an outing with the purchase of a meal and that outing is over prior to the scheduled meal time, no commercial meal shall be supplied to the employee by the state.

Section 9.

When the employee is required by the agency to travel, the actual travel time shall be considered time worked. Where required travel is outside an employee's regular work hours (excluding normal commuting time), the employer may temporarily modify the employee's weekly schedule without daily overtime or schedule change penalty. Subject to supervisor approval or operational needs, the employee may request a temporary modification to weekly work schedule. Where such schedule modification still results in the need for additional work hours, the employee shall be paid the appropriate rate of pay for all time worked over forty (40) hours in that workweek.

Section 10. Portability.

In attempt to meet operational needs, portability may occur as follows:

- a. Float Pool
- b. In Island
- c. Voluntary Outside Island

Ported staff will have priority of their choice of assignment, after mandated staff, at the new house with approval from the manager.

For the purposes of portability, after an employee has reported to their scheduled house and shift, they will be in paid status for all travel. An employee will not be required to use their own vehicle. These situations will be avoided if at all possible and will only cause a mandated overtime when all other resources have been exhausted.

If no mandated staff are available in-house as a last resort, then other in-island houses can mandate staff within their house in order to port staff who are working their regular shift to the understaffed house. No staff will be ported while working a mandated shift, except in emergency situations.

For further instructions on how to manage the list, see the Overtime Procedure.

REV: 2015, 2017, 2019

ARTICLE 29 - OVERTIME

Section 1.

This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

Section 2.

Employees shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for overtime worked under the following conditions, but in no event shall such compensation be received twice for the same hours:

- a. Employees shall receive overtime compensation for all hours worked in excess of regularly scheduled hours in a workday or in excess of forty (40) hours in any one (1) work week.
- b. Part-time employees scheduled for less than forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed regularly scheduled hours per day and/or forty (40) hours per work week. Part-time employees shall not receive overtime until they exceed forty (40) hours per work week.

Section 3.

All time for which an employee is compensated at the regular straight time rate of pay except [Article 23 – On-Call](#), [Article 24 - Reporting Pay](#) shall be counted as time worked.

Section 4.

When an employee requests a change in their work schedule and it is approved by Management, all of that employee's reporting time and overtime compensation associated with the changed schedule shall be waived. However, employees who exceed forty (40) hours in a work week shall be compensated at the overtime rate for all hours in excess of forty (40). At no time shall an employee work more than seventeen (17) hours in any twenty-four (24) hour period unless there are inclement conditions caused by weather or the employee has requested because of an extended outing and the manager has approved. For hours consecutively worked caused by an emergency that goes beyond twenty-four (24) hours, the employee shall receive one-half (1/2) hour of straight compensatory time for each hour worked on their regularly scheduled shift.

Section 5. Eligibility for Overtime Compensation.

- a. Employees shall receive time and one-half (1 1/2) their regular hourly rate unless the position is executive, professional or technical as these words are defined by the Fair Labor Standards Act.
- b. If the position is determined to be professional, administrative or executive, compensation of overtime shall be received as comp time at one hour for every hour worked in excess of eight (8) hours per day or forty (40) hours in a week.

Section 6.

Any trained and qualified employee, regardless of classification, may volunteer for overtime and shall be placed on the appropriate "in-house", "in island", "out-of-island" volunteer or mandatory lists. Overtime lists will initially be set by seniority and anyone requesting after that time will be placed on the bottom of the list. Employees will rotate on the list only after they have accepted an overtime shift. Prior to the assignment of overtime, the parties agree that vacant shifts will be covered by Float Pool and Portability whenever

possible. When overtime is needed to maintain staffing levels the following procedure shall be used:

A. Scheduled Overtime.

When management is notified of an extended absence, the first seven (7) days will be covered by unscheduled voluntary overtime and the needed prearranged overtime will be posted agency wide. These scheduled voluntary overtimes shall be posted for seven (7) days. In order to avoid mandated overtime, if an overtime is necessary with less than seven (7) days notice, the overtime may be posted. The agency shall not abuse its right to utilize assignment emergency overtime outside the seven (7) day limit.

Rotation for scheduled voluntary overtime list is based on most recent date of overtime shift awarded and will be granted in the following order:

1. In-House
2. In-Island
3. Out-of-Island

Should the assigned overtime become unavailable, the employee's most recent date completed shall be reflected on the overtime tracking tool and will not undo other awarded overtime. Scheduled voluntary overtime dates shall not be entered on the tracking tool until the need is met. After accepting an overtime assignment, should the employee fail to fulfill the assigned overtime, their name will be moved to and remain at the bottom of all voluntary lists for last consideration for a thirty (30) day period of time unless management agrees extenuating circumstances are found to exist. In island staff will be given first (1st) consideration for the awarding of scheduled voluntary overtime.

B. Unscheduled Overtime.

When offering overtime, the caller will make every effort to specify the number of hours to be worked. Once assigned to a given shift, that employee moves to the bottom of the unscheduled overtime list. After accepting an overtime assignment, if the employee fails to fulfill their overtime obligation, their name will move to the bottom of all voluntary overtime lists for a period of thirty (30) days, unless management agrees extenuating circumstances are found to exist.

In-House

- a. Staff On-Duty / In-House: In house volunteers who are on their regularly scheduled shift shall first be sought from staff who are actually working immediately prior to the overtime hours to be worked including vacation relief and float pool staff.
- b. Staff Off-Duty / In-House: If there are no staff 'On-Duty / In-House' available, volunteers will next be sought from the In-House Voluntary Overtime List.

In-Island:

- c. Staff On-Duty / In-Island: If there are no volunteers from the In-House Voluntary Overtime Lists, staff 'On-Duty / In-Island' shall be contacted for the overtime.
- d. Staff Off-Duty / In-Island: If there are no 'On-Duty / In-Island' volunteers, staff on the In-Island Voluntary Overtime list will be contacted for overtime.
- e. Out of Island Unscheduled Overtime.
 When a house has a vacant shift and there is no float pool staff available or in island volunteers for the overtime needed then voluntary overtime will be sought from other islands. Out of island volunteers will receive client specific training while working their first three (3) assignments within the island. Upon completing their third (3rd) assignment, they will receive island wide training. Once the island training is completed, staff will remain on an approved list until they request to be removed.
- f. Behavior Vocational Specialist (BVS) 1s and 2s may volunteer for unscheduled overtime shifts with management's approval.

C. Mandatory Overtime Assignment.

- a. Once voluntary overtime options are exhausted, a mandatory overtime rotation tracking tool shall be utilized to determine the staff whose turn it is to meet the mandatory overtime need. This determination will be made based on the oldest date recorded on the list for each staff working at that time. Float pool staff who are mandated will have that date entered on the appropriate tracking tool(s).
- b. Management will make a good faith effort to avoid requiring an employee to work a mandatory overtime on a consecutive day after working overtime the previous day.
- c. When staff are working a mandatory overtime, they shall be assigned a client by management with input from the employee working overtime and shall not be designated as the primary driver on extended trips.
- d. When an employee is "required (mandated)" to work at least four (4) hours beyond a full shift and when that fact was not known to the employee prior to beginning of the first shift, then upon request, up to one (1) hour of paid time will be allowed between the shifts. When a break is denied between shifts, such time will be allowed at the earliest possible time in the previous or subsequent shift. If an emergency prevents management from granting a one (1) hour break, such time shall be accrued comp time straight.

- e. If an employee has “volunteered” to work a scheduled or unscheduled overtime then they may take one (1) hour between the shifts but that one (1) hour is not paid time.
- f. Once assigned to work a mandatory overtime and the employee fails to meet the overtime obligation, no date will be entered onto the mandatory overtime tracking tool until this obligation is met. Employees may refuse a mandatory overtime once in a fiscal year without facing discipline. A refusal to accept a mandatory overtime a second time within a fiscal year may subject the employee to progressive discipline. Management will consider extenuating circumstances.
- g. When multiple mandates occur within a house on a shift, if relief for such mandate is available, the employee with the last mandated shift will go home first.
- h. If an employee is working a voluntary overtime they are not eligible to be mandated directly after working the voluntary overtime.

Section 7.

Employees shall have the option of receiving cash or accruing compensatory time for working an overtime unless management has notified employees of a limitation in the form of compensation, or the employee has no sick leave accrued, in which case they will be compensated in the form of cash. Cash/comp time must be designated by the employee prior to the submission of the final time sheet.

Section 8.

No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2) to effect a "pyramiding" of overtime and all forms of premium pay.

Section 9.

No employee shall be scheduled to work any combination of regular work hours and/or overtime that exceeds more than sixteen (16) hours in a twenty-four (24)-hour period (except as noted in Section 4 of this Article). When the employee's schedule requires a change in shift to accommodate trainings, there shall be at least an eight (8)-hour break in work time.

Section 10.

Should an employee who has been called in for an overtime assignment arrive at the worksite prepared to work overtime and overtime is not needed, the employee shall be allowed to work for a minimum of two (2) hours and will not be rotated on the voluntary overtime list; however, an employee working more than two (2) hours will be rotated on the list. Employees will only be compensated for time worked.

Section 11.

In order to facilitate attendance at voluntary staff meetings which include multiple shifts, employees may adjust their work schedules with the mutual agreement of management so as to ensure that attendance at the meeting does not result in overtime.

Section 12. Outings.

An employee may voluntarily waive the daily overtime compensation associated with an outing by their work schedule to maintain a forty (40) hour work week. However, employees who exceed forty (40) hours work in a week shall be compensated at the overtime rate for all hours in excess of forty (40).

If staff are required to provide an outing, staff shall be compensated at the overtime rate for hours worked in excess of their normal work shift or forty (40) hours in a work week. The staff involved in the planning shall have first right to work the outing. The prearranged voluntary overtime list shall be used secondarily.

REV: 2015, 2017, 2019

ARTICLE 30 - VACATION LEAVE

Section 1.

After having served in the State Service for six (6) months, full-time, classified employees shall be credited with six (6) days of vacation leave thereafter vacation leave shall be accumulated as follows:

After 6 months through 5th year	12 work days for each 12 months of service (8 hours per month)
After 5th year through 10th year	15 work days for each 12 months of service (10 hours per month)
After 10th year through 15th year	18 work days for each 12 months of service (12 hours per month)
After 15th year through 20th year	21 work days for each 12 months of service (14 hours per month)
After 20th year through 25 th year	24 work days for each 12 months of service (16 hours per month)
After 25 th year	27 work days for each 12 months of service for (18 hours per month)

A full-time employee working less than a month shall accrue vacation leave on a pro rata basis (except for Union business leave), provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service during

the first six (6) months of employment that does not exceed two (2) years, the employee may be given credit for the time worked prior to the break in service. In order to facilitate the administration of leave records, vacation leave may be accrued on a monthly basis for employees who have completed six (6) months of service. Vacation leave shall not accrue during a leave of absence without pay, or educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

Section 2.

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

Section 3.

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

Section 4.

Vacation credit shall continue to be earned while an employee is using paid leave.

Section 5.

Service with a jury shall be considered time worked.

Section 6.

Time spent in actual State Service or military, educational, or job-incurred disability leave without pay shall be considered as time in the State Service in determining the length of service for vacation accrual rate.

Section 7.

Vacation hours may accumulate to a maximum of three hundred fifty (350) hours; however, in the event of layoff, resignation, retirement or termination, any unused vacation up to only three hundred (300) hours will be paid to the employee. To avoid losing vacation, the employee must request vacation leave as provided in [Article 33](#), except where the employee is on an on-the-job injury or extended sick leave where cash payment of not more than forty (40) hours shall be made.

An appointing authority may authorize cash payment of forty (40) 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.

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.

Section 8.

Part-time employees shall accrue vacation leave and shall earn eligibility for additional vacation credits only in those months during which the employee has worked thirty-two (32) hours or more. Such leave shall be accumulated on a pro rata basis. A part-time employee shall not be eligible to take initial vacation leave until the employee has worked thirty-two (32) hours or more in each of six (6) calendar months. Vacation leave shall not accrue during a leave of absence without pay or educational leave with pay the duration of which exceed fifteen (15) calendar days.

Length of State Service:	Vacation Accrual Rate:
After six months through 5 th year	12 workdays for each 12 months of service (8 hours per month)
After 5 th year through 10 th year	15 workdays for each 12 months of service (10 hours per month)
After 10 th year through 15 th year	18 workdays for each 12 months of service (12 hours per month)
After 15 th year through 20 th year	21 workdays for each 12 months of service (14 hours per month)
After 20 th year through 25 th year	24 workdays for each 12 months of service (16 hours per month)
After 25 th year	27 workdays for each 12 months of service (18 hours per month)

Section 9.

Employees transferring into this bargaining unit shall be allowed to transfer up to eighty (80) hours of accrued vacation credit. The balance of vacation credit shall be paid for at the time of transfer.

Section 10.

An employee who is laid off or terminates after six (6) full calendar months of State service shall be paid upon separation from State service for accrued vacation time. An employee on military leave or educational leave of absence without pay in excess of thirty (30) days shall be paid for vacation leave accrued up to the end of the last full month of service at their request, however, the Agency reserves the right to pay off such time should the leave extend beyond twelve (12) months.

Section 11. Vacation Cashout.

In addition to Article 30, Section 7 of the Agreement, employees may cash out up to forty (40) hours of accrued vacation hours each State fiscal year under the following conditions:

- a. Employees must have regular status at the time of the request;
- b. Requests must be submitted in writing during the month of March of each year on a form developed and provided by the Agency;
- c. If the employee's request is received before the fifteenth (15th) of March, payment shall be made in the employee's April paycheck. If the request is received after the fifteenth (15th) of March, payment shall be made in the employee's May paycheck;
- d. After cash out, employees must have in their leave balance at least sixty (60) hours of accrued vacation leave hours;
- e. Payment shall be the employee's straight time rate of pay;
- f. Employees on unprotected leave without pay at the time the payment is requested are not eligible to cash out accrued vacation hours.

REV: 2017, 2019

ARTICLE 31 - HARDSHIP LEAVE DONATION

Section 1.

Employees may be allowed, on a case-by-case basis and without setting precedent, to transfer accumulated vacation and/or compensatory leave to an eligible co-worker in the Agency who has exhausted accumulated leave while recuperating from an extended and continuing illness or injury to the employee or their immediate family members as specified in [Article 38 – Sick Leave](#). When notice is sent out for a leave bank, information shall include: name of employee, work site and years of service with the SACU and the State. Additional information is optional and must be submitted by the applicant.

Accumulated leave includes but is not limited to sick, vacation, personal and compensatory leave accruals.

Section 2.

The transfer of accumulated vacation and/or compensatory leave and the utilization of such leave shall be subject to the following:

- a. Employees on Workers' Compensation may not participate in this program either as Donors or Donees.
- b. All donated leave shall be posted to the Donee's sick leave account in appropriate proportion. Donated hours shall not exceed the hours necessary to cover for the qualifying absence.
- c. All accumulated vacation and/or compensatory leave hours must be donated in blocks of two (2) hours or more.
- d. Employees eligible to receive donated hours are those employees with more than six (6) months continuous service. The Donee's recognized service date will be used to establish eligibility. [Article 47 - Layoff](#) provisions regarding length of service and breaks in service shall be applicable.

- e. Nothing in this agreement shall prevent donations being made to or received from Department of Human Services (DHS) employees outside the bargaining unit.
- f. Applicants for leave donation shall apply in writing to the DHS Human Resources (HR) Office accompanied by the treating physician's written statement certifying that the illness or injury involved will continue beyond the date the employee is projected to exhaust all accumulated leave and has a duration of at least twenty (20) calendar days. The leave bank shall begin with the first hour of leave without pay. Donated leave may be used intermittently.
- g. Upon determination that an employee's request satisfied requirements found in section 1 of this Article, the DHS HR Office shall approve a bank not to exceed the hours needed.
- h. The terms of this Article shall be strictly enforced. There will be no exceptions granted to the terms of this Article.
- i. To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to their appointing authority/designee. The appointing authority or designee from both the donor's and recipient's agencies may authorize the transfer of donated leave between agencies, subject to restrictions on the use of dedicated funding sources and/or other legitimate business reasons.
- j. Upon request, employees may use hardship leave hours for parental leave.

REV: 2015, 2019

ARTICLE 32 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

- a. New Year's Day on January 1.
- b. Martin Luther King's day on the third Monday in January.
- c. President's Day on the third Monday in February.
- d. Memorial Day on the last Monday in May.
- e. Independence Day on July 4th.
- f. Labor Day on the first Monday in September.
- g. Veteran's Day on November 11.
- h. Thanksgiving Day on the fourth Thursday in November.
- i. The Friday after Thanksgiving.
- j. Christmas Day on December 25.
- k. Every day appointed by the Governor of the State of Oregon as a holiday and every day appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

For all employees who work in positions that are staffed five (5) days a week, Monday through Friday, when a holiday falls on a Saturday, the proceeding Friday shall be recognized as the holiday. When a holiday falls on a Sunday the following Monday shall be recognized as the holiday.

For all employees who work in positions that are staffed seven (7) days a week, twenty-four (24) hours a day, will observe the holiday on the actual day it occurs.

Section 2.

Full-time employees except those on leave without pay status for a full shift the day before or the day after the recognized holiday shall be compensated at the straight rate for eight (8) hours for each recognized holiday listed in Section 1. All part-time employees shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during the month in which the employee works thirty-two (32) hours or more. This holiday compensation is called holiday pay. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

Section 3.

Employees who are required to work on recognized holidays shall be entitled to their regular pay plus compensatory time or cash, at the employer's option, for all such time worked at the rate of time and one-half (1-1/2). The rate at which an employee shall be compensated for working on a holiday shall not exceed the rate of time and one-half (1-1/2) in addition to the holiday pay.

For employees working thirteen (13) hour, twenty (20) minute shifts (including overtime), employees will receive time and one-half (1-1/2) for all hours worked on the holiday.

Any other employee assuming an extended beyond eight (8) hour position after November 1, 2001 will either revert to eight (8) hour shifts during a holiday work week or will receive time and one-half (1-1/2) for all hours worked on a holiday plus eight (8) hours compensation time credit.

Section 4.

For any employee not working the holiday due to a regularly scheduled day off, they will be credited with eight (8) hours compensatory time straight.

Section 5.

Employees shall normally be notified of holiday work schedules at the time work schedules are posted as provided in [Article 28 \(Work Week and Work Scheduling\)](#) in all work units except in situations over which the SACU has no control. The SACU will determine staffing levels for work units which must be staffed on holidays in relations to the anticipated work load in each unit. Employees whose regular work day is a holiday shall be given an opportunity to request to work or not to work on the holiday. Such request shall be granted on the basis of SACU seniority and in keeping with the operating needs of the SACU. When an employee wants to take time off, they must submit a request no later than seven (7) calendar days before the posting of the unit work schedule.

Any employee who works in a position which is longer than eight (8) hours a day and who takes the holiday off as a leave day will continue to receive eight (8) hours holiday

credit and must use appropriate accrued leave or leave without pay for the balance of the regularly scheduled shift.

Section 6.

In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees shall receive a prorated share of eight (8) hours of paid leave. Paid leave granted in this section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year's Day. Employee who become employed after Thanksgiving but before Christmas may request the State option of using this paid leave on the workday before or after Christmas or the workday before or after New Year's Day. If the employee chooses not to take one of the aforementioned days, another day may be mutually agreed upon, provided such time is taken off before the Labor Day Holiday (Monday).

Employees working thirty-two (32) hours per month or more shall receive paid leave on a pro rata basis. Employees may request the option of using the paid leave on the work day before or after Thanksgiving, Christmas, or the work day before or after New Year's Day, or when these days are not available to an employee, another day of the employee's choice.

Section 7. Medical and Behavior Homes.

In addition to the compensatory time provided in Section 3 of this Article, employees who work overtime on a holiday shall receive time and one-half (1-1/2) compensation for all overtime hours worked.

REV: 2015, 2019

ARTICLE 33 - SCHEDULING ACCRUED TIME OFF

Section 1.

Non Pre-determined Time Off: Any request for use of accrued time off, excluding sick time, for forty (40) hours or more shall require a notice of twenty (20) calendar days. Requests shall be responded to within ten (10) calendar days of request..

Any request for use of accrued time off, excluding sick leave, under forty (40) hours shall require a minimum of two (2) business days notice. Requests received shall be responded to within one (1) business day.

Pre-determined Time Off: Employees requesting scheduled time off will submit their requests during the three (3) designated open sign-up periods.

April for the months June/July/August/September

August for the months October/November/December/January

December for the months February/March/April/May

Management will post the awarded bids by the 20th of the month following the bid process (e.g., post by January 20th for December bids).

The length of time requested off may vary. Ties shall be broken by lot. Seniority is only used when two (2) or more employees want the same time off and an agreement between the employees cannot be reached. A block of time can be any length of time. Whether an employee uses their seniority to take a one (1) day block of time or a ten (10) day block of time, the seniority has been used for the bid year (February through January). Awarded pre-determined time off shall take precedent over non pre-determined time off requests, regardless of seniority.

Timelines may be waived by management except for the seniority request period.

In no case shall accrued time usage be denied if the work unit can meet work unit determined staffing requirements and levels and a bona fide emergency does not exist.

If seniority has been used to get a vacation slot and that slot is returned, that employee's seniority still has been used.

Section 2.

If management is not available then employees shall utilize the house protocol for taking time off in the absence of the manager. Accrued time may be taken in time increments of less than a full shift. No employee providing direct client care may leave early if there is another employee working overtime and providing direct client care during the shift, unless the employee on overtime has already been relieved. The only exception to this is if an employee is sick and needs to utilize sick leave to go home.

Section 3. Comp Time Accrual and Payment.

Subject to [Articles 29, Overtime](#) and [32, Holidays](#), an employee may accrue up to one hundred and sixty (160) hours compensatory time. Any hours accrued shall be paid in cash by the DHS at the employee's request no more than once per month. Comp time earned in the current month is not eligible for cash out. The request will be processed and the payout included on the first of the month or mid-month payroll run provided it is received in the DHS payroll office by 10:00 a.m. on the business day prior to payroll cutoff. In the event comp time cannot be paid due to budgetary constraints, the employee may request and shall be granted an emergency draw provided the employee has not already received a draw that month.

Within the last two (2) or first two (2) months of a biennial budget period, the Agency may, at its discretion, cash out comp time accruals to no less than fifty (50) hours per employee unless the employee has pre-authorized plans to utilize said time; cash outs below fifty (50) hours shall only occur with the mutual agreement of the employee.

Section 4.

If an employee is granted a lateral transfer, their choice of vacation made during their previous assignment will need to be resubmitted and approved based on staffing needs.

Section 5.

Employees who are vacation relief shall be entitled to schedule vacation in a manner which guarantees two (2) days off before and two (2) days off following each block of forty (40) hours which they use.

An employee's request for vacation time off shall have nothing to do with the availability of vacation relief staff or lack of staffing, unless emergency operational need exists.

REV: 2015

ARTICLE 34 - PERSONAL BUSINESS

Section 1.

All employees after completion of initial trial service shall be entitled to receive personal business days in the following manner, provided they are in pay status for 1,040 hours for each fiscal year:

- a. All full-time employees shall be entitled to twenty-six (26) hours of personal business with pay each fiscal year.
- b. Part-time, seasonal and job share employees shall be granted such leave in a prorated amount of twenty-six (26) hours based on the same percentage, or fraction of month, they are hired to work provided it is anticipated that they will work 1,040 hours during the fiscal year.

Section 2.

Should any part-time employee fail to work 1,040 hours for the fiscal year, the value of personal business time used may be recovered from the employee's July paid August check or final check, whichever comes first.

Section 3.

Personal business shall not be cumulative from year to year nor is any unused leave compensable in any other manner.

Section 4.

Such leave may be used by an employee for any purpose they desire and may be taken at times mutually agreeable to the work unit and the employee. Employees who have prescheduled on any of the three (3) annual vacation sign ups and have approved vacation blocks, may at the time of the vacation period replace prescheduled and approved vacation hours with available personal business hours.

ARTICLE 35 - LEAVE WITH PAY

Section 1. Service with a Jury (including jury selection process).

The employee may keep any money paid by the court for service on a jury. Whenever possible, subject to SACU operating requirements, employees selected by proper authority for jury duty shall be placed on a day shift, Monday through Friday, schedule during the period they are obligated to report and/or serve jury service. The

Employer shall not suffer any penalty payments for the change in the work schedule of the employee on jury duty. (See also, [Article 36](#), Section 6.)

Section 2. Court or Legislative Appearance.

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 duty. An employee may keep any money paid in connection with the appearance. (See also, [Article 36](#), Section 6.)

Section 3. Search and Rescue Operation Leave.

Taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service, or any legal organization of Civil Defense, for a period of not more than five (5) working days.

Section 4. 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.

Section 5. Educational Leave.

Subject to availability of fiscal and staffing resources, an employee may be granted an educational leave in which the SACU may defray a part or all of the cost, either through allotment or through payment of a salary. Each request for leave must be approved by the HR Manager. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

Section 6. Pre-Retirement Counseling Leave.

Within ten (10) years of the employee's compulsory retirement date, or within one (1) year of the date upon which federal reduced retirement benefits would first be available, each employee shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs. The employee shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use.

Authorization for use of pre-retirement counseling leave shall not be withheld unless the SACU determines that the use of such leave shall handicap the efficiency of the employee's working unit.

When the dates requested for pre-retirement counseling leave cannot be granted for the above reason, the SACU shall offer the employee the choice from three (3) other sets of dates. The leave herein discussed may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance and other retirement income.

Section 7. Job Interview Leave.

Interview Leave shall be allowed pursuant to the following:

- a. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed agency paid time to interview for positions within their agency when such interview (s) occurs during their work hours. An Appointing Authority or designee shall determine the appropriate amount of time for the interview and whether the time taken for interviews is excessive. Such determination is not subject to the grievance procedure.
- b. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to four (4) hours of agency paid time to interview for positions with another state agency when such interviews(s) occurs during their work hours. An Appointing Authority or designee shall determine whether the amount of time requested for the interview is appropriate and whether the time taken for interview is excessive. Such determination is not subject to the grievance procedure.

Interview leave time approved and taken to interview with another state agency that exceeds four (4) hours of agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flex time within the same workweek.

- c. All interview leave time approved under Guidelines a and b must be recorded as IT on the employee's timesheet/time reporting period.
- d. Interview leave used shall not count as time worked for purposes of overtime.
- e. An agency shall not incur any employee reimbursement costs.

Section 8. Bereavement Leave.

- a. Notwithstanding the hardship or sick leave eligibility criteria of the Agreement employees shall be eligible for a maximum of twenty-four (24) hours of paid bereavement leave which shall be prorated for part-time employees. The Agency may request documentation.
- b. For employees that qualify for OFLA bereavement leave, paid bereavement leave under this Agreement shall run concurrently with OFLA bereavement leave.
- c. After OFLA eligible leave for bereavement 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 the employee's spouse.

- d. 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.
- e. 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.

Section 9. Workers Compensation

In the event that a staff person is physically assaulted in the course of their duties, the Agency will pay up to three (3) days administrative paid leave for an employee following an injury under the following conditions:

- (1) The employee seeks medical care within forty-eight (48) hours of being injured.
- (2) The employee applies for and is approved for worker's compensation. The claim must be for a period less than fourteen (14) days.
- (3) The employee's attending physician certifies that the employee cannot work.

Should the employee's claim be denied or if the SAIF claim is approved and the employee receives time loss payments for a period of time that lasts fourteen (14) or more days then the Agency shall recoup those monies.

Section 10. Client Assaults.

Where the employee is off work on time loss under workers' compensation due to that person being physically assaulted or otherwise injured during a Protective Physical Intervention (PPI) in the course of their duties as a direct result of client actions resulting in a serious physical injury as certified by the employee's attending physician and the employee cannot perform their regular duties or modified work, the employee shall receive supplemental pay in addition to the employee's worker's compensation benefit which shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate (i.e., the step in the salary range at which the employee is paid) for the first thirty (30) days of such leave immediately following the date of the assault or date of the injury caused during a PPI. Upon an employee's request, a review committee

comprised of the SACU Director or designee, and a representative from the Office of Human Resources will review the request and make a decision on whether or not to continue approving the employee to receive supplemental pay in addition to the employee's worker's compensation benefit which shall be equal to the regular salary rate (i.e., the step in the salary range at which the employee is paid) for the next one hundred fifty (150) days. This decision shall be reduced to writing and given to the employees within thirty (30) calendar days of request.

After the first one hundred eighty (180) calendar days of such time loss in any rolling twelve (12) month period, the supplemental pay shall end and the employee shall have the option of sick leave proration. To be approved for this supplemental pay benefit, the employee must have been acting within the course and scope of their assignment when assaulted. Time loss resulting from stress related disabilities shall not be eligible for this supplemental benefit. Where the time loss exceeds thirty (30) calendar days, the SACU may require the employee be evaluated by the SACU's independent medical examiner to assess the ongoing need for the time off.

REV: 2015, 2017, 2019

ARTICLE 36 - LEAVES OF ABSENCE WITHOUT PAY

Section 1.

Application for leave of absence without pay will be in writing and submitted to the immediate supervisor.

Section 2.

In instances where in the opinion of the SACU the work of the SACU shall not be negatively impacted by the temporary absence of an employee, the employee may be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to SACU approval. Any authorized leave of absence without pay does not constitute separation from State service.

Section 3.

Time spent on leave without pay in excess of ninety (90) consecutive calendar days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability or military leave consistent with Veterans' Reemployment Rights Leave, Title 38, USC Chapter 43. Additionally, the employee shall not be eligible to accrue vacation or sick leave hours.

Section 4. Military Leave Without Pay.

An employee who has received official notice from the National Guard or any reserve component of the armed forces of the United States shall be given such military leave without pay as may be provided by law. However, reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full work week

increments where such leave causes an absence of one (1) or more full work weeks. (See also, [Article 35](#), Section 5.)

Section 5. Peace Corps Leave Without Pay.

Upon completion of their service in the Peace Corps, a regular employee shall have the right to return to a position in the same classification as their last held position and at the prevailing salary rate without loss of seniority or other employment rights.

Section 6. 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. However, such reduction in salary will not be made for an FLSA exempt employee to testify in court or at a deposition except for full work week increments where such testimony causes an absence of one (1) or more full work weeks. (See also, [Article 35](#), Sections 1 & 2.)

Section 7. Unauthorized Leave of Absence.

Unauthorized absences of employees from duty shall be deemed to be absence without leave (AWOL) and may be grounds for disciplinary action by the SACU. Employees may be allowed to cover such absences with accrued compensatory time or vacation time if the SACU considers extenuating circumstances existed. An employee who absents him/herself for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

REV: 2015, 2019

ARTICLE 37 - INCLEMENT WEATHER/ROAD HAZARDS

When employees are late due to road closures or traffic curtailment they may be allowed to use accrued leave to cover the absence. Such approval will be considered on a case-by-case basis.

While the Site Manager has the authority to approve time off pursuant to this section, any denial of a request to use vacation/comp time/personal business leave shall require both the Site Manager and Administrator or designee approval.

Section 1.

- a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/ Agency will strive to make its decision to close and/or postpone day shift no later than 5 am; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of

each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two weeks advance notice to the affected employee(s).

- b. Where the Employer/Agency has announced a delayed opening pursuant to Section 1a, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may cover the time with accrued vacation, compensatory time off, personal business or approved leave without pay.

Section 2. SACU Central Office Only.

When the Department of Administrative Services/Agency chooses to close an office or facility before the start of an employee's work day, one (1) of the following options will be implemented:

1. The employee will work from home or alternate work location for at least one half (1/2) of their regular work day. The balance of the employee's work day will be on inclement weather leave for up to forty (40) hours a biennium, or,
2. If no work is available or the employee is unable to work from home or alternate work location, the employee will use accrued vacation hours, compensatory time off, personal business time or leave without pay for at least one half (1/2) of their regular work day. The balance of the employee's work day will be on inclement weather/hazardous conditions leave not to exceed forty (40) hours a biennium, or,
3. The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change.
4. Once the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more Agency closures during the biennium, the employee will use accrued vacation hours, personal business or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.
5. Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave.
6. Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.
7. Inclement weather/hazardous conditions leave not used during the biennium will be lost and will not be rolled over into the next biennium. Inclement

weather/hazardous conditions leave is not compensable if the employee separates from state service.

8. Part time employees will receive a prorated amount of inclement weather leave when applicable.

Section 3.

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift the following applies:

- a. FLSA Non-Exempt Employees. Non-exempt employees shall not be paid for the period of the closure. However, employees shall be allowed to use accrued vacation, compensatory time off, personal business or approved leave without pay for the absence(s).

A non-exempt employee arriving at work after the Employer/Agency has announced a closure or curtailment of operations may be directed to leave work and if so directed shall not be paid for the remainder of the shift unless utilizing accrued leave as described above. An employee who actually begins work shall be entitled to pay for all actual hours worked.

- b. FLSA Exempt Employees. The exempt employee shall be paid for the work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one or more full workweek(s)

Section 4.

When in the judgment of the Employer/Agency, inclement weather or weather-related hazardous conditions require the closing of the work place following the beginning of an employee's work shift, the employee shall be paid for the remainder of their work shift.

Section 5. Alternate Work Sites.

Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked. With management approval employees who are unable to report to their assigned house/worksites may work in any house they are able to report to safely. The employee is to notify their manager of the situation so that they receive compensation for working. If the employee is not trained on the clients behavior plans for that house they shall not be primary staff or work alone with clients.

Section 6. Late or Unable to Report.

Where the Agency remains open and an employee notifies their supervisors that they are unable to report to work, or will be late, due to inclement weather or weather-related hazardous conditions, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal business or approved leave without pay.

Section 7. Employees on Pre-scheduled Leave.

If an employee is on pre-scheduled leave the day of the closure, the employee will be compensated according to the approved leave.

Section 8. Make-up Time Provisions.

Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Sections 2 and 5 of this Article may make-up part or all of their work time missed during the same workweek. In no instance will time worked during the make-up period result in overtime being charged to the Agency. The Employer/Agency shall not be liable for any penalty or overtime payments when employees are authorized to make up work.

Section 9.

Employees who are unable to report to work due to inclement weather and/or weather-related hazardous conditions may be allowed to work from home with prior approval of their supervisor.

REV: 2015, 2017

ARTICLE 38 - SICK LEAVE

Section 1.

Employees shall accrue eight (8) hours of sick leave for each full month of work. Employees working less than a full month, but at least thirty-two (32) hours per month shall accrue sick leave on a pro rata basis.

Section 2.

Employees who have been separated from the State service and return to a position, except as a temporary, within two (2) years, shall have unused sick leave credits accrued during the previous employment restored.

Section 3.

Actual time worked and all leave with pay (except for educational leave) shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee works thirty-two (32) hours or more that month. Leave without pay resulting from authorized leave for Union activities or on-the-job injury shall not cause sick leave proration unless that leave extends beyond fourteen (14) days. Employees shall be eligible to utilize sick leave immediately upon accrual.

Section 4.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment due to any of the following reasons:

- Illness;
- bodily injury;
- disability resulting from pregnancy;

- necessity for medical or dental care;
- if the employee is a victim of domestic violence, harassment, sexual assault, or stalking; or the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking, pursuant to ORS 659A.270 through 659A.290;
- attendance at an employee assistance program;
- exposure to contagious disease;
- for the emergency repair of personal assistive devices which are medically necessary for the employee to perform assigned duties;
- attendance upon members of the employee's or the employee's spouse's immediate family, or the equivalent of each for domestic partners, (parents, wife, husband, children, foster children, brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse or domestic partner;
- Parental leave.

The employee shall make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. An employee may prearrange use of sick leave as per this section with reasonable notice and the SACU will accommodate such reasonable request. Certification of the attending physician or practitioner may be required by the SACU to support the employee's claim for sick leave if the employee is absent in excess of seven (7) consecutive days, or if the SACU has reason to believe that the employee is abusing sick leave privileges. The SACU may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the SACU has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any costs associated with the supplying of a certificate shall be borne by the employee. In cases of pregnancy, the SACU may require a certificate from the attending physician to determine if the employee should be allowed to work.

After sick leave accrual has been exhausted the employee may request to use Personal Business.

Section 5. Sick Leave Usage for Non-Job-Incurred Injury.

Employees in sick leave-without-pay status shall not be authorized to use accrued vacation leave or accrued compensatory time leave in lieu of LWOP unless such leave is pre-authorized by their supervisor or the employee is on authorized OFLA leave or authorized FMLA leave. Upon request Personal Business leave may be used to cover sick leave prior to leave without pay status.

Section 6.

The employee shall have all their accrued sick leave credits transferred when the employee is transferred to a different State agency.

Section 7.

A note from a doctor does not, in and of itself, authorize a leave pursuant to this Article.

Section 8. Family Medical Leave.

Each employee shall be granted a leave of absence for a reasonable period of time, but not to exceed twelve (12) weeks per year pursuant to the provisions of the State and Federal Family Leave Acts.

- a. When an employee has received approval for Family Medical Leave without pay that exceeds fifteen (15) calendar days, the employee shall, before being placed on leave without pay status exhaust all but twenty-four (24) hours of sick leave and exhaust all accrued vacation time unless covered by another insurance company. The employee may, at their option, utilize any or all accrued compensatory time during this period.
- b. Intermittent. When an employee qualifies for Intermittent FMLA, the employee must use sick and/or vacation leave. The employee, at their option, may utilize any or all accrued compensatory time.
- c. While an employee is on leave without pay status, they shall not be allowed to use accrued time in order to retain the Employer's contribution for insurance plans, however, it is understood that the employer shall continue to provide its contribution to insurance through a period of leave without pay which qualifies as Federal Family Medical Leave.
- d. This Section shall not be used by employees to circumvent Article 30, Vacation Leave.

Section 9.

- a. When an employee has received approval for leave without pay that exceeds fifteen (15) calendar days other than State or Federal Family Medical Leave, the employee shall, before being placed on leave without pay status:
 1. exhaust all accrued compensatory time off;
 2. reduce the number of hours of accrued vacation leave to twenty-four (24) hours.
- b. While an employee is on leave without pay status, they shall not be allowed to use accrued time intermittently to retain the Employer's contribution for insurance plans.
- c. This Section shall not be used by employees to circumvent Article 30, Vacation Leave.
- d. In cases where the leave of absence is requested because of medical reasons accompanied by a signed physician's statement, subsection (a)(2) will be utilized at the option of the employee.

REV: 2015,2019

ARTICLE 39 - WORKERS' COMPENSATION

Section 1.

All on-the-job accidents or exposure to serious communicable diseases are to be reported to the SACU on the appropriate SACU occupational injury report form. All incidents and injuries must be reported as soon as possible, but always before leaving the premises, unless prevented from doing so due to the need for emergency medical treatment, or unawareness of the injury but in all cases, upon lost time or medical attention. If emergency medical treatment is required, the employee must, at a minimum, notify the supervisor within twenty-four (24) hours after receiving the emergency medical treatment and report in person to complete forms as soon as physically able.

Section 2. Temporary Modified Assignment.

If an employee is released by the attending physician for return to a temporary modified assignment, and the employee is not medically stationary but is expected to be able to resume full duties of their previous position within ninety (90) calendar days, the SACU shall offer such work as the employee is capable of performing and which as determined by the SACU is available during the ninety (90)-calendar-day period. These temporary modified assignments shall first include opportunities within the SACU. If no suitable assignments are thus available, then SACU shall seek opportunities within the Department of Human Services (DHS). Such short term assignments shall be made without regard to procedures for [Voluntary Transfers Within Class and Demotions, Article 40](#). If the employee refuses such assignment, the SACU will notify SAIF of the refusal. An offer of modified employment may be refused by the worker without the termination of temporary total disability benefits if the offer: (A) Requires a commute that is beyond the physical capacity of the worker according to the worker's attending physician; or (B) Is at a work site more than 35 miles one way from the injured worker's worksite or the distance of the employee's regular commute whichever is greater.

Section 3. Return to Regular Duty.

- a. **Demand to Return.** Upon initial request to return from on-the-job injury to a permanent position, certification by the attending physician that the physician releases the employee to return to their regular employment shall be prima facie evidence that the employee should be able to perform such duties. This does not, however, preclude the SACU from obtaining further information relative to the Employee's condition.
- b. **Demand to Return to Former Position or Classification.** Upon demand to return, an employee who has sustained a compensable injury and is medically stationary shall be reinstated to their former position, or a position of the employee's choice within the SACU which the SACU determined is available and suitable, provided that the employee is not disabled from performing the duties of such position. The employee shall have the automatic right to reinstatement to their former position in accordance with State laws and regulations.

- c. Demand to Return to Other Position(s) That Is Available and Suitable. Employees requiring a change in work assignment on return from on-the-job injury which is deemed by the attending physician to limit an employee's work capabilities on a permanent basis for more than ninety (90) days shall be assigned if possible by the SACU in the same classification or a classification in the same salary range which he/she is capable of performing and is qualified for the job. If not possible, other assignments shall be offered in accordance with State laws and regulations. Employees changing their work assignment under the provisions of this Section are not subject to [Article 40, Voluntary Transfers Within Class and Demotion](#)) or [Article 42, Promotion](#)). The Union shall be notified of such transfers.

Section 4.

When an employee chooses any of the Options #1-4 below, salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave, and/or vacation leave, and/or compensation time:

- Option #1 - An employee may choose to use accrued sick leave during the period in which Workers' Compensation is being received.
- Option #2 - An employee may choose to use accumulated compensatory time during the period in which Workers' Compensation is being received.
- Option #3 - An employee may choose to use accumulated vacation and/or personal business time during the period in which Workers' Compensation is being received.
- Option #4 - An employee may choose to use any combination of Option #1, #2, and/or #3 during the period in which Workers' Compensation is being received.
- Option #5 - An employee may choose not to use any accumulated leave time during the period in which the Workers' Compensation is being received. If an employee chooses this option they will be placed on approved sick leave without pay status.

An employee shall choose which option(s) they want to use as soon as possible within the pay period in which their compensable time loss from work began. Where the injury or illness occurs within the last two days of the pay period, the employee shall make their election by the time the next mid-month time sheet is submitted. Once they have chosen their option(s), a change in option may not be made during the entire period of time the employee is on compensable injury leave status unless approved by the Agency.

When an employee chooses any of the Options #1-4 above, and when that accumulated time is exhausted, they will be placed on approved sick leave without pay status during the period in which Workers' Compensation is being received.

An employee on FMLA due to a workers' compensation claim shall be able to exercise the above options.

REV: 2015, 2019

ARTICLE 40 - VOLUNTARY TRANSFERS WITHIN CLASS AND DEMOTIONS

The purpose of this procedure is to provide an orderly means for employees to request transfers to vacant positions in the bargaining unit in the same classification or demotions to vacant positions in lower classifications.

Section 1. General.

- a. This procedure applies first to voluntary transfers, second to demotions of employees to fill vacant positions.
- b. This procedure will be used as the first step in filling all vacancies in the SACU.
- c. A vacancy shall be defined as an unfilled position the SACU intends to fill.
- d. In Section 2 (a and b) the employee with the greatest seniority with the SACU (then FTC if tied) shall be selected unless the employee is disqualified by the SACU for job-related reasons. No level of discipline shall stop an in house transfer. Special circumstances may be appealed to the SACU Director.
- e. An employee must submit in writing for a bid to be valid. That bid must be rescinded in writing prior to the close of posting if the employee does not want to be considered for the bid.
- f. Once an employee is awarded a position which is out of that employee's house, that employee must remain in the new house for at least ninety (90) days.
- g. Employees will be provided opportunity to apply for assignment on the COAT subject to a fair and competitive process that will include Union representation in the selection process.

Section 2. Procedure. Class Transfers and Demotions.

- a. SACU Human Resources shall post vacancies for a minimum of seven (7) calendar days. All vacancies posted shall include information regarding the vacant position's shift, days off, work area and general summary of duties.
- b. Current employees desiring to transfer into a current posted vacancy will submit the transfer request in writing to SACU Human Resources and must be received by closing date and time as stated in the posting. Employees must qualify for the position they are applying for. The bid must be rescinded in writing prior to the close of the posting if the employee doesn't want to be considered for the bid. Once awarded, the position must be accepted.
- c. Positions will be awarded in the following order based on agency seniority:
 1. In house, same class^[SA*C1]
 2. In island, same class (including Float Pool and COAT),
 3. In island, demotion,
 4. last in island with less than ninety (90) days,
 5. out of island, same class,
 6. out of island demotion,
 7. Promotional trial service in island,
 8. promotional trial service out of island,

- 9. initial trial service in island,
 - 10. if no SACU employees bid, position will be filled using hiring list which at a minimum includes reemployment, statewide layoff and open competition
- d. Announcements will be sent to each house, once a week, which lists the positions awarded, location, and seniority date.
 - e. Future transfer bids within the island shall be allowed; however, the employee's bid shall be considered last for a period of ninety (90) days, from date position awarded, before going out of house and/or being given to anyone on trial service.
 - f. When an employee is awarded a position, they shall be considered in that position no later than ten (10) calendar days after the award.
 - g. If the most senior employee is denied a lateral transfer to another worksite, they shall receive a written explanation of the denial, upon request.

Section 3.

Assignments of trial service employees for on the job training may be made without regard to provisions of this Article.

Section 4.

The provisions of this Article are superseded for transfers effected in accordance with the Article on Workers' Compensation.

REV: 2015, 2017,2019

ARTICLE 41 - INVOLUNTARY TRANSFERS

Section 1.

This Article applies to involuntary transfers of regular status employees from one position to another position in the same classification.

Section 2.

The SACU shall not arbitrarily transfer an employee for disciplinary reasons.

Section 3.

When it is necessary to fill a vacancy through an involuntary transfer because of SACU operating requirements, the SACU shall assign the most junior qualified employee in the work unit. The employee shall be notified ten (10) days before the transfer occurs.

Section 4.

When, in the opinion of the SACU, it becomes necessary to administratively transfer a particular employee, the SACU shall notify the employee and the Union of the transfer and the reasons for it. The Union shall be notified before such transfer occurs. The SACU shall not transfer an employee for arbitrary or capricious reasons.

Section 5.

When a vacancy occurs in the work unit from which the employee was transferred and is not filled by a regular status employee within the work unit from which the employee was transferred, they will have first priority of filling that vacancy if the employee has submitted a transfer bid pursuant to [Article 40](#). Prior to any denial, a meeting will be held between the employee, Union and Agency to discuss the situation.

REV: 2015

ARTICLE 42 - PROMOTIONS

Section 1.

The Program desires to fill vacancies with the best qualified applicants available. Within that context, the Program intends to insure that all employees are given an opportunity to compete for all promotional openings within the bargaining unit. If two (2) or more employees are identified as top candidates and are equally qualified for the position, qualifications will include but not be limited to work performance and work history, the promotion shall be given to the employee who has the greatest seniority with the SACU, but may not usurp veteran's preferences.

Section 2.

The Program has a high priority for developing internal candidates for promotional opportunities. The Program will make on-going training and work experience available to employees, and will make a good faith effort to adjust employees' schedules to allow them to participate. The Program will insure that every promotional candidate will be offered an interview. If there are five (5) or more qualified internal promotional candidates who accept an interview, the Program will first consider internal candidates, but may not usurp Veteran's preferences.

Section 3.

When an employee is denied a promotion, they have the right to establish with the hiring authority a mutually agreeable time to receive feedback.

Section 4.

The Program shall post all promotional job announcements and training opportunities via agency email system and NEOGOV.

Section 5.

A proposed list of names will be developed with a minimum of six (6) represented employees and submitted to Agency leadership for inclusion on promotional panels. All individuals will have completed the HR Interview training prior to having their name placed on the list. Once training has been completed, a minimum of two (2) trained employees shall be invited to participate. If designated employee(s) are not available, every

reasonable attempt will be made to find a replacement in a timely manner and will not cause an undue delay.

REV: 2015

ARTICLE 43 - LIMITED DURATION APPOINTMENTS

Section 1.

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award or legislative funding for a specific project. Such appointments shall be for a stated period normally not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects.

Section 2.

- a. No newly hired person on a limited duration appointment shall be entitled to any layoff rights under this Agreement.
- b. An employee appointed from regular status in the SACU to a limited duration appointment in the SACU shall be reinstated to their former position in the SACU when the limited duration appointment is terminated.

Section 3.

A person accepting a limited duration appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

- a. That the appointment is of limited duration.
- b. The appointment may cease at any time.
- c. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2 (b) of this Article.
- d. That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union

Section 4.

New employees can be hired into permanent positions under Limited Duration status under the following conditions:

- a. The position has been temporarily vacated due to job rotation, limited duration, extended leaves,
- b. The position is known to have limited work and funding, not to exceed two (2) years.

REV: 2015

ARTICLE 44 - JOB SHARING

Section 1.

"Job share position" means a full-time position in classified service may be held by more than one (1) individual on a shared time basis whereby individuals holding the position each work less than full-time but not more than full-time combined.

Section 2.

Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to their immediate supervisor to be considered for a job share position. The immediate supervisor shall determine if job sharing is appropriate for a specific position. The requesting employee shall be responsible for recruiting another employee for the job share position. The SACU Human Resources will maintain a list of employees requesting to job share, and upon request will give the list to employees requesting to job share.

Section 3.

Job sharing employees shall accrue vacation leave, sick leave, and holiday pay based on a prorate of hours worked in a month during which the employee has worked thirty-two (32) hours or more. Individual salary review dates will be established for job share employees.

Section 4.

Job sharing employees shall be entitled to share the full Employer paid insurance benefits for one full-time position based on the prorate of regular hours scheduled per month. The Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one full-time employee. Each job share employee shall have the right to pay the difference between the Employer paid insurance benefits and the full premium amount through payroll deduction.

Section 5.

If one (1) job share employee vacates the position, or if a vacancy exists and if the immediate supervisor determines that job sharing is not appropriate for the position, or if the employee remaining is unable to recruit qualified SACU employees, in the opinion of the SACU, for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the immediate supervisor, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or not acceptable, the employee agrees to resign.

REV: 2015

ARTICLE 45 - RECLASSIFICATION PROCEDURE

The parties shall use the following procedure to process reclassification requests.

Section 1.

The SACU shall furnish class specifications at the request of the Union or the employee.

Section 2.

When an employee requests, in writing, that their position be reviewed for reclassification, the employee shall submit a completed Position Description Form and written explanation for a proposed reclassification request to Human Resources. It is recommended that the employee and supervisor develop a Position Description that they mutually agree upon. Should the employee disagree with the description of duties in the revised Position Description following its review by their supervisor, the written explanation will include a complete discussion of those areas of disagreement.

Section 3.

- a. The SACU shall conduct a classification audit and review the merits of the request. The employee and Union shall be notified within thirty (30) days of the request as to SACU's findings.
- b. If the findings indicate reclassification is justified, the DHS shall decide whether to seek legislative approval or to remove the duties from the position.

Section 4.

If a reclassification request, as approved, does not receive the necessary legislative approval required by ORS 291.371, the SACU shall immediately change the duties of the employee to conform to the prior classification.

Section 5.

The effective date of a reclassification implemented under this Article shall not be later than the first of the month following legislative approval. Retroactive pay, to the date of the employee's request, will be paid if the employee has been performing the work in question for that period of time. The anniversary date for future step increases shall be established as the first of the month following twelve (12) months in the new classification.

Section 6.

Any employee reclassified downward will retain their current rate of pay in the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary review eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified. When a position is reclassified to another class with the same pay level or to a class that carries a lower salary range, the employee occupying that position shall be accorded corresponding employment in the new classification.

Section 7.

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 and one-half percent (4.5%) increase except where such increase would exceed the top step of the new salary range.

Section 8.

If an employee is involuntarily classified downward or an employee's reclassification request is denied, the employee may appeal the decision to binding arbitration under this Article of the Agreement. The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days of the date of the SACU's decision or the date that decision was due. The appeal must state the reasons why the decision was inappropriate. If the arbitrator finds the SACU's decision inappropriate, their authority shall extend only to referring the issue back to the SACU for reconsideration. The Arbitrator shall have no power to substitute their discretion for the SACU's discretion on classification matters. The Arbitrator shall retain continuous jurisdiction over reconsideration decisions by the SACU under the same standards as set forth above in this Section. This section shall supersede Section 7 of [Article 14, Grievance Procedure](#) on the delineation of the Arbitrator's authority on matters addressed in this Article.

Section 9. Denied Reclassification/Involuntary Reclassification Appeal Process

Agency Appeal: If an employee's requested reclassification is denied or the Agency reclassifies an employee's position, the Union may appeal the decision in writing to the Agency Head or designee within fifteen (15) calendar days after receipt of the Agency's decision. The appeal must identify the reason(s) the Agency's decision is incorrect. The Agency shall respond to the appeal in writing within fifteen (15) calendar days from receipt of the Union's appeal.

Committee Appeal: If the Agency denies an employee's reclassification request or if the Agency reclassifies an employee's position, the Union may appeal the decision to the Employer/Union Classification Appeal Committee. The appeal must be in writing and submitted within fifteen (15) calendar days from the date the Agency's final decision. All appeals must be supported with copies of documents originally provided to the Agency for the reclassification request, including written explanation of the request and all relevant documentation. No new documentation or information will be considered by the Committee unless mutually agreed upon. Upon request, the Union and employee shall have one (1) opportunity to address the committee.

Employer/Union Classification Appeal Committee: The committee shall be composed of one (1) Employer representative and one (1) Union staff representative. The Committee's sole mission will be to consider appeals pursuant to this section of the Article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions.

Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each

of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Arbitration: If there is no resolution, the Union may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Union's request must be sent to the Department of Administrative Services Labor Relations Unit and shall include the reasons why the Agency's decision is incorrect.

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this Article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the Agency's decision to stand unless they conclude that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Classification Criteria. For purposes of this section, a reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

Terms used above shall be defined as follows: a) the purpose of the position shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency; b) the concept of the proposed classification shall be determined by the general description and distinguishing features of its class specifications, and, c) the overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency.

This Section supersedes any provisions contained in the Agency's grievance procedure.

REV: 2015

ARTICLE 46 - REVIEW OF CLASSIFICATION SERIES

Section 1.

It is agreed and understood that procedures for establishing new proposed classifications and for material revision of existing classifications will provide reasonable opportunity for review and input by the Union prior to implementation.

Section 2.

The parties shall negotiate the salary range for new and materially revised classifications.

Section 3.

Implementation of a salary adjustment or rate change agreed upon in the salary negotiations shall be effective the first of the month following legislative approval of the negotiated salary, unless otherwise specified in the negotiated agreement.

Section 4.

The Union may recommend classification studies to be conducted by the Chief Human Resource Office including the reasons for the need for such studies.

(See LOA: [Review of Classification Series](#))

Rev: 2017

ARTICLE 47 - LAYOFF

The following procedure applies only to bargaining unit members employed in this bargaining unit and further precludes bargaining unit employees of all other state agencies from displacing any Department bargaining unit member. There shall be no cross-bumping between bargaining units in the Department.

Section 1. Alternative to Layoff

1. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The Parties will meet, if requested by either the Agency or

Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.

2. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The Parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.

Section 2.

A layoff is defined as a separation from the service for involuntary reasons, other than resignation, not reflecting discredit on an employee. An employee and the Union shall be given written notice of layoff at least fifteen (15) days before the effective date stating the reasons for the layoff.

Section 3.

Geographic areas:

1. Linn, Lane
2. Yamhill, Marion
3. Multnomah, Clackamas

Section 4.

The layoff procedure shall occur in the following manner:

- a. Management shall determine the specific positions to be vacated; however, prior to management's determination of which positions will be laid off, management may allow impacted classification employees to volunteer for layoff or demotion.
- b. Permanent, full-time, regular status employees may displace permanent, full-time or permanent, part-time employees with less service credits under the options specified in Section 3c. Permanent, part-time employees may not displace any permanent, full-time regular employee.
- c. A regular status employee notified of a pending layoff shall select one (1) of the following options and communicate such choice, in writing, to the HR Manager within fourteen (14) calendar days from the date of receipt of the written layoff notice.
- d. Eliot will be considered a single worksite for the purpose of this Article.
- e. Options
 1. The employee will displace the employee in the same class with the lowest service credits first, in the worksite, and if no opportunity exists, second, in the geographic area, and if no opportunity exists, lastly on a statewide basis.
 2. The employee will displace the employee in a lower class with the lowest service credits first in the worksite, and if no opportunity exists, second, in the geographic area, and if no opportunity exists, lastly on a statewide basis.
 3. The employee may opt to be laid off.

An employee exercising Option 1 or 2 must meet the minimum qualifications of the position as stated in the class specifications plus any special qualifications stated in the position description and must be capable of performing the specific requirements of the position within thirty (30) days. The Department shall determine if the employee is capable of performing such duties.

If the employee cannot meet these requirements, they shall be entitled similar consideration to the position with the incumbent having the next higher service credit in the worksite geographic area and so on.

Section 5.

Any employee displaced by another employee in the Department exercising their option under Section 3 may exercise the options available under Section 3.

Section 6. Job Share.

- a. For the purpose of this Article, individuals filling a job sharing position which totals a full-time equivalent at the time of calculation of service credit shall be considered as one (1) full-time equivalent, or, as two (2) part-time employees. This determination shall be made by the Department.
- b. Service credit for prior non-job-share time shall be determined by giving the employee one (1) point per month for any full-time worked and pro rata credit for each month spent on the job in less than full-time capacity.
- c. Service credit for a current full-time equivalent job share position shall be determined by giving the employee one (1) point per month for each continuous month spent on the job share if the two (2) employees are to be treated as a full-time equivalent for purposes of layoff. Seniority for prior noncontinuous job share time shall be calculated on the same basis as part-time service. Total seniority for employees in the job share position will be determined by averaging the two (2) individuals' scores.
- d. If employees in a job share position are to be treated as part-time employees, seniority for the position shall be determined on a prorated basis as per part-time seniority computation.

Any employee displaced by another employee exercising options under Section 3(e)(1) and (2) may also exercise any option under Section 3(e).

Section 7.

Computation of service credits for employees shall be made as follows:

- a. One (1) point per month for each full month of unbroken service in the State excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of authorized leave without pay other than for Union activity or periods of leave less than ninety (90) days will be deducted from

- seniority calculations. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.
- b. If two (2) or more employees have equal service credit, the tie shall be broken by length of continuous service 1) with the SACU and 2) in classification. If ties between employees still exist, the order of layoff shall be determined by the Department in such a manner as to conserve for the Department the service of the most qualified employee.
 - c. Service credits shall be recorded within the following categories: permanent full-time, and permanent part-time.

Section 8.

Any employee demoted in lieu of layoff may request at that time and shall be paid for all accrued compensatory time at the rate being earned prior to demotion in lieu of layoff.

Section 9. Recall Lists.

Names of regular employees who have separated from the service of the State in good standing by recall or who have demoted in lieu of layoff shall be placed on layoff lists in seniority order established by the classification from which the employee was laid off or demoted in lieu of layoff.

Employees may remain on layoff for up to two (2) years and shall not lose previously accrued seniority when employed within two (2) years.

Section 10. Recall.

Employees who are on a recall list shall be recalled by beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position's classification and who is capable of performing the specific requirements of the position as stated on the position description within thirty (30) days. The thirty (30) day time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Department prior to being recalled to the position.

If an employee on a recall list is offered a position in the geographic area from which they demoted or was laid off, they shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the recall list.

An employee appointed to a position from a recall list shall be removed from all other layoff lists.

Section 11. Temporary Employment.

If an existing temporary appointment is necessary in any geographic area and is expected to last longer than five (5) calendar days and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the

temporary appointment prior to hiring any other temporary. Not accepting a temporary job does not constitute a right of refusal under this Section. This shall only apply to employees separated from state service. Such employees shall be appointed as a temporary employee and will not be eligible for any benefits covered under this Agreement.

Section 12.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay; however, reduction in salary will not be made for an FLSA-exempt employee on temporary interruption of employment except for full work week increments where such interruption causes an absence of one (1) or more full work weeks. Employees affected by a temporary interruption of employment shall be released by SACU seniority within the affected work unit.

When the Employer declares that a temporary interruption of employment should be considered because of lack of funds, either party may provide the other with written notice to meet and discuss possible terms of such interruption or alternative options. Such meeting must occur within thirty (30) days of the declaration. Terms and alternatives shall be subject to mutual agreement by the Union and the Employer. The parties agree that any and all discussions that take place under this Section shall not be subject to the Complete Agreement articles of any of the agreements or constitute interim negotiations under PECBA. In addition, the parties will not be required to use the dispute resolution process contained in the PECBA.

Section 13.

Any employee laid off shall be paid for all accrued vacation and compensatory time at the rate being earned at the time of layoff.

Section 14.

Whenever there is an SACU vacancy the Department intends to fill and an SACU Recall List exists for that classification, it shall be used after the lateral transfer procedure has been used.

Section 15.

Actions taken pursuant to this Article shall not be subject to [Article 52, Moving Allowance and Reimbursement of House Hunting Costs](#).

Section 16. Secondary Recall Rights.

- a. Application: These rights apply to all employees in bargaining units represented by AFSCME at Central Table negotiations as well as the Department of Corrections and Board of Parole except employees who are laid off during initial trial service.

- b. Definitions:
1. Geographic Areas, for the purpose of secondary recall, are each location for which an employee may indicate their willingness to relocate on the state's PD100.
 2. Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.
 3. Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.
- c. Coordination with Filling of Vacancy and Layoff Articles. The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.
- d. Procedures:
1. Placement on the Secondary Recall List.
 - A. Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in their personnel file) by layoff or transferred outside state government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in their personnel file, that employee may request and shall be placed on the secondary recall list for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.
 - B. Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.

Use of the Secondary Recall List.

- C. After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and

geographic area consistent with Section (c) above, until such secondary list is exhausted.

- D. To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.
- E. Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.
- F. Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

2. Appointments/Refusals of Appointments from the Secondary Recall List.

- A. A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have their name removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.
- B. Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.
- C. Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months except that employees hired into the Offender Information and Sentence Unit as Prison Term Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction.

In no instance shall the DAS-Labor Relations Unit's decision be grievable.

- D. Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

REV: 2015

ARTICLE 48 - RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR CLASSIFIED SERVICE

Section 1.

Voluntary demotion of a Management Service employee to a position in the bargaining unit will not occur until the provisions of [Article 40, Section 2, Voluntary Transfers Within Class and Demotions](#), which affect lateral transfers have been completed. After compliance with [Article 40](#), Section 2 the Management Service employee may voluntarily demote into the bargaining unit before provisions of [Article 42, Promotions](#) must be considered.

REV: 2015

ARTICLE 49 - PERSONAL PROPERTY REIMBURSEMENT

When an employee submits a timely completed property damage claim form involving personal property damaged by a resident, which is complete as prescribed by the Department of Human Services, the Department shall reimburse no later than fourteen (14) calendar days from receipt of the completed and approved claim.

ARTICLE 50 - STATE CARS AND MILEAGE REIMBURSEMENT

Section 1.

No employee shall use their private vehicle in the pursuit of official business without the specific authorization of the SACU. Employees will not be authorized to regularly and routinely transport clients in an employee's private vehicle nor will they be instructed to use their private vehicle except in the case of a medical necessity.

Official business is defined as assigned duties or required training.

Section 2.

Mileage Allowance: Reimbursements and procedures for authorized private vehicle usage will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00.PO, and its successors. Changes in this policy will be automatically incorporated into this contract Article.

Section 3.

Employees shall report in writing any unsafe vehicle issue(s) to the DAS Motor Pool or designated SACU personnel. The report shall contain the license number of the vehicle, date of occurrence, and the details concerning the unsafe condition.

REV: 2015

ARTICLE 51 - TRAVEL REIMBURSEMENT

Section 1.

Travel Allowance: Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00.PO, and its successors. Changes in this policy will be automatically incorporated into this contract Article.

Employee's residence is the actual dwelling place of the employee, determined without regard to any other legal or mailing address. Receipts for lodging must be attached to the Travel Expense Detail Sheet before reimbursement shall be made.

Section 2. Expenses for Meals.

Notwithstanding Section 1, expenses for meals shall be reimbursed when the employee is responsible for providing a meal for an individual who is in the care, custody, or control of the state when pre-approved by management or in an emergency situation.

Section 3.

If an employee is assigned by the SACU to accompany residents on off-residence activities, the SACU shall reimburse the employee for out-of-pocket expenses directly related to the resident's planned activity. Receipts will be required before reimbursement shall be approved. Unless use of petty cash has been approved, pre-approved or emergency-based reimbursement requests shall be submitted to the Site Administrator using the Travel Expense Reimbursement form.

The staff shall be reimbursed for making purchases of food/drink to deescalate a client or clients during an outing.

Section 4.

The reimbursement check will be available no later than twenty (20) working days from the date that proper and complete documentation.

REV: 2015

ARTICLE 52 - MOVING ALLOWANCE & REIMBURSEMENT OF HOUSEHUNTING COSTS

Employees transferred to a new official station of the SACU at the order of the SACU (not volunteers) shall be reimbursed as follows:

Reimbursements and procedures will be in accordance with Department of Administrative Services, Chief Human Resource Office Policy 40.055.10, and its successors. Changes in this policy will be automatically incorporated into this contract Article.

ARTICLE 53 – SAFETY AND HEALTH

Section 1.

The Employer agrees to provide a safe and healthy work environment insofar as practicable.

Section 2.

Proper safety devices and clothing shall be provided by the SACU for all employees engaged in work where such devices are necessary.

Section 3.

If an employee claims that an assigned job or assigned equipment is unsafe or might unduly endanger their health and, for that reason refuses to do that job or use the equipment, the employee shall immediately give the reasons for this conclusion to their supervisor, in writing, and may exercise their right to request review and/or determination by the DHS Occupational, Health and Safety Specialist or the designee, or a representative of the appropriate governmental agency (such as OSHA, Fire Marshal, Joint Safety Committee) as to the safety of the job in question. The supervisor may agree or choose to make the request. A Union Steward may decline to accompany the Agency or governmental representative and employee during this review and/or determination.

Section 4.

Pending review and/or determination provided for in the above Section, the employee shall be given suitable work elsewhere. If no suitable work is available, the employee shall be sent home.

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 their health, shall not be paid by the SACU unless the employee's claim is upheld.

Section 6.

The Union shall have the opportunity to present information and participate in discussions with the SACU's Safety Committee meeting. The Union will be notified before the scheduled meeting.

Section 7.

SACU will continue to provide existing accommodations to permit ill or injured employees to lie down until disposition of need.

Section 8. Respectful Workplace

1. 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).
2. 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.
 3. 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.
 4. 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 may take additional time to complete the investigation in blocks of additional thirty (30) calendar days with notice to the Union. 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.
 5. For purposes of this section, the grievance procedure in subsection 6 replaces the grievance procedure outlined in the local agreement.
 6.
 - a. 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.
 - b. 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.
 - c. 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, within fifteen (15) calendar days, file an arbitration request with the Department of Administrative Services and send a copy to the Employment Relations Board asking for a list of seven (7) qualified arbitrators.
 - d. 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.
 7. 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.
(See LOA: [Safety and Health](#))

REV: 2015, 2017, 2019

ARTICLE 54 - HAZARD EXPOSURE

Section 1. Immunization and Testing.

If in the conduct of official duties an employee is exposed to communicable diseases which would require immunization or testing, or if required by the SACU, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee and without deduction from accrued sick leave.

Section 2. Medical Monitoring.

Regular medical monitoring will be provided where needed as required by law or at the recommendation of the Safety Committee. An employee's records pertaining to medical monitoring shall be accessible to that employee and the Union.

REV: 2015

ARTICLE 55 - TRAINING AND EDUCATION

Section 1.

The SACU will pay incurred tuition/registration and allowable travel expenses and salary when the SACU directs an employee to attend training. Subject to funding and staffing needs, employees may request SACU-sponsored training and will be considered based on job relatedness with the employee's current position. All relevant job training and education opportunity information will be listed in the State's Learning Management System for all employees to have access to review and/or register. Employees must have prior approval from their immediate supervisor before registering and/or participating in any training. Employees who have been denied any training shall receive a verbal or written explanation from their immediate supervisor.

Section 2.

Subject to SACU operating requirements, employees may be granted time off with pay to take job related education courses or training sessions.

Section 3.

The SACU will consider the Union education committee's written input on the development of new inservice training programs. The committee may, upon request, review and obtain appropriate training materials and information.

This may include Union sponsored Safety and Health Trainings in collaboration with SACU management or DHS Occupational, Health, Safety and Emergency Services.

Section 4.

Employees shall be responsible for all costs for courses necessary for maintenance of professional licenses and certificates unless management agrees the course(s) is pertinent to the employee's job assignment.

Section 5.

All employees shall receive a minimum of twelve (12) hours of training annually.

Section 6.

All employees shall have the equal opportunity to apply for and be considered for training programs regardless of current classification. Participation shall be based on 1) relevance to current job duties, 2) relevance to promotional opportunity, 3) staffing/budget needs and FLSA liability.

REV: 2015,2019

ARTICLE 56 - MEDICINE AND TREATMENT DUTIES

Prior to any administration of medications or application of treatments each employee shall receive training on proper administration and treatment techniques as well as documentation requirements.

ARTICLE 57 - NEGOTIATIONS

The Employer agrees to release up to five (5) employees with the Employer paying for the release provided there are not more than two (2) employees from the same address, for attendance at negotiating sessions during the period of negotiations. Negotiations shall be conducted during normal working hours unless otherwise agreed upon. The employee must give prior notice to the supervisor and attendance records will be mutually maintained by management and AFSCME negotiators. The Employer will not incur an overtime obligation as a result of employees participating in negotiations, nor will an employee receive compensation for attending negotiating sessions scheduled during that person's normal days off. While not obliged to do so, an employee may request to have their shift preadjusted so that their shift or portion of shift may be more compatible with prescheduled negotiation hours.

The Union will notify DAS Labor Relations Unit of its intention to reopen negotiations for a successor agreement and negotiations to begin in January every odd year as per agreement at the AFSCME Central Table.

REV: 2019

ARTICLE 58 - LEGISLATIVE ACTION

Section 1.

Provisions of this Agreement not requiring legislative funding or statutory changes before such provisions can be put into effect shall be implemented on the effective date of this Agreement or as otherwise specified herein.

Section 2.

Upon signing this Agreement, both parties shall promptly submit, and jointly recommend to the Legislative Assembly or the Emergency Board, the passage of the funding necessary to implement

Section 3.

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Section, then the Employer and the Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided by [Article 59, Savings](#).

Section 4.

Nothing in this provision shall be construed as to require the Governor to call a special session of the legislature.

ARTICLE 59 - SAVINGS

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then, only such portion or portions shall become null and void and the balance of the Agreement shall remain in effect. The Employer and the Union agree to immediately meet, negotiate, and agreed upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

ARTICLE 60 - TERM OF AGREEMENT

Section 1.

Unless otherwise noted in a specific article in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2021. The Union shall send a letter informing the Department of Administrative Services Labor Relations and the affected Agency of the specific ratification date of the tentative agreement. If the Union does not send the letter identifying the date of the ratification vote, the Employer will use the effective date of the agreement as being the first of the month following the date of signature.

Section 2.

Either party may open negotiations for a successor agreement by giving written notice to the other party between the dates of December 1, 2020 and December 31, 2020. Negotiations for a successor agreement will start between February 15, 2021 and March 15, 2021.

REV: 2015, 2017, 2019

ARTICLE 61 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

The appeals process is designed to allocate employees into new classes. Employees in positions allocated to a new classification, who dispute their placement within the new class, can appeal their placement using the following process.

Section 1.

- a. An appeal may be filed by an individual employee or a steward or a Council Representative on behalf of the employee, to the Agency personnel office within fifteen (15) calendar days of written notification by the Agency of placement into the new class. Employees sharing the same or substantially similar position descriptions or employees the Agency agrees to treat as a group may file an appeal as a group. The initial filing should describe the individual or group, including the names of affected members, identify the proposed placement, and the placement believed to be correct by the affected employees. The appeal must include current, signed position descriptions. Because the old classifications are to be abolished, correct placement cannot be back to the prior classification.

The Agency shall conduct a review of the allocation using the following criteria:

1. The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
 2. The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
 3. The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.
- b. If denied, the Union may appeal the Agency's decision in writing to the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two resource persons, one designated by each party, to provide technical expertise concerning a specific series. The

committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

In this process each of the designees may identify one alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and Labor Relations Unit shall be notified. If the parties concur that shall end the allocation appeal. In the event the committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation.

Appeals shall be decided in order of receipt by the Labor Relations Unit.

Decisions shall be rendered by the designees no later than sixty (60) calendar days of receipt of the appeal by the committee.

- c. The decision of the designees shall be binding on the parties. However, agencies may elect to remove/modify duties at any point during the process.
- d. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45) calendar day period. Each party may go forward with only one (1) class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless they conclude that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.
- e. Where a position is vacated after the filing of the initial appeal, the Union may continue the appeal process and such appeals will be reviewed by the committee only after the review of all filled positions appeals is completed and where the Agency indicates that no change in duties is anticipated prior to refilling the position.
- f. This process terminates upon completion of the allocation process.

ARTICLE 62 – CONTRACTING OUT

Section 1.

The Union recognizes that the Employer has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. However, when the contracting out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting out the work in question. The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. The Employer shall provide the Union with no less than thirty (30) days notice that it intends to request bids or proposals to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall

have the opportunity to submit an alternate proposal. The notification by the Employer to the Union of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to, the total cost savings the Employer anticipates.

Feasibility studies will not be required when: (1) an emergency situation exists as defined in ORS 279.011(4), and (2) either the work in question cannot be done by available bargaining unit employees or necessary equipment is not readily available.

Nothing in this Article shall prevent the Employer from continually analyzing its operation for the purpose of identifying cost-saving opportunities.

Section 2.

The Employer shall evaluate the Union's alternate proposal provided under Section 1. If the Employer's evaluation of the Union's alternate proposal confirms that it would result in providing quality and savings equal to or greater than that identified in the management plan, the Parties will agree in writing to implement the Union proposal.

Section 3.

Should any full-time bargaining unit member become displaced as a result of contracting out, the Employer and the Union shall meet to discuss the effect on bargaining unit members. The Employer's obligation to discuss the effect of such contracting does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution procedure of ORS 243.712, 243.722, or 243.742, concerning the decision or the impact.

"Displaced" as used in this Article means when the work an employee is performing is contracted to another entity outside state government and the employee is removed from their job.

Section 4.

Once an Agency makes a decision to contract out, the Agency will choose either (a) or (b) below. The Agency will notify affected employees of the option selected. The Agency will post and provide to the Union, a list of service credits for employees in all potentially affected classifications within the Agency. Within five (5) business days of the notice, the affected employees will notify the Agency of acceptance of the Agency's option or decision to exercise their rights under (c) below:

- a. Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to [Article 47](#), an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or
- b. Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state

service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with [Article 30, Filling of Vacancies](#), this Article shall prevail.

- c. An employee may exercise all applicable rights under [Article 47, Layoff](#).

Section 5.

The following provisions govern the administration of the requirement under this Article to conduct feasibility studies in cases of contracting out and will supplement the provisions included in the contract.

- a. The Employer agrees that all AFSCME represented state agencies will conduct a feasibility study in instances of contracting out work performed by bargaining unit employees when contracting out will result in displacement of bargaining unit employees.
- b. The Parties agree that AFSCME-represented agencies will send directly to AFSCME's Executive Director and to DAS HRSD Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

Section 6. Review of Contracted Work

Upon request, the union may view state contracts deemed public records. The union will contact the agency manager responsible for procurement and contracts to arrange a time to review the contracts. The agency will let the union review any contracts that the agency itself stores, and are available through public records request. The union will contact the state archivist for older contracts under the public records law. The union may submit suggestions to the agency on agency initiated contracts as to how bargaining unit members could perform the work more efficiently (at reduced cost) and effectively (improved quality). The parties may discuss the union suggestions at their labor/management meetings and determine the most effective and efficient way to accomplish the work in the future for Agency initiated contracts. Decisions around reviewing of contracted work are not subject to the grievance procedure.

ARTICLE 63 – VOLUNTARY MEDICAL SEPARATION

Section 1.

A regular status employee with a serious health condition who has exhausted all of their own accrued paid leave balances may submit a written request to the Agency for a 'voluntary medical separation'. A voluntary medical separation is a voluntary resignation for medical reasons. The employee shall attach a doctor's certification to the request attesting to the employee's serious health condition.

Section 2.

If, based on the doctor's certification, the employee has a serious health condition, the Agency will approve the employee's written request for voluntary medical separation so long as the employee is not under investigation for any performance and/or misconduct.

Section 3.

An employee who receives a voluntary medical separation will be notified that they will be placed on the Agency's Layoff List and may be eligible for recall provided all of the following conditions are met:

- a. The employee will be placed on the Agency's Layoff List in order of seniority but not eligible for recall until the employee becomes fit for duty. To be fit for recall the employee must submit a doctor's certification that they are fit to return to work full-time without restrictions.
- b. The position the employee may be recalled back to is in the same classification they occupied before their voluntary resignation;
- c. The employee must meet the minimum qualifications and special qualifications for the recalled position;
- d. The employee will be eligible for recall only in their former bargaining unit and former work location (city/county);
- e. The employee will be eligible for recall to a position when there is a vacant position the Agency intends to fill;
- f. The employee's name shall remain on the Agency Layoff List for two (2) years from the date of voluntary resignation, and,
- g. If the employee rejects a recall offer for their former work location, the employee's name will be removed from the list.

NEW: 2019

ARTICLE 64 – EXIT INTERVIEWS

- A. If a regular status employee provides timely notice that they are voluntarily separating from Agency service, the Agency will offer an exit interview that focuses on the reason(s) for the employee leaving Agency service and what changes they recommend to the Agency to improve Agency operations, or,
- B. A Department of Administrative Services written instrument.
- C. Upon request, but no more than two (2) times a year, the Union can receive a report of the Department of Administrative Services written instrument results from employee feedback on their Agency experience.

NEW: 2019

LETTER OF AGREEMENT – ARTICLE 21 - PEBB MEMBER ADVISORY COMMITTEE

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

The Employer and Union share a commitment to PEBB achieving its vision of better health, better care and affordable costs. Both Parties recognize that the structure of PEBB is authorized in Oregon Revised Statutes, and is also designed to provide the input and perspective of members in PEBB decisions. In addition, the Employer and Union representatives share governance and decision making within the authorized structure of PEBB. The Employer and the Union share an interest in further informing the PEBB decision making process through an additional layer of direct member engagement in health and wellness.

Therefore, the Parties agree to the following:

1. PEBB is directed to create and staff a PEBB Member Advisory Committee (PMAC).
2. The PMAC will be comprised of PEBB members, including both management and labor, with up to four (4) members appointed by AFSCME. Appointment to the PMAC will be for a two (2) year period. Management will select the one management co-chair and Labor will select their co-chair.
3. The PMAC will meet at least once per calendar quarter.
4. The PMAC will provide advice on:
 - a. Member engagement
 - b. Health and Welfare strategies including the Health Engagement Model and wellness programs.
 - c. Educating and engaging members as active leaders in their health.
5. PEBB is required to present updates to the PMAC about the progress towards its vision of better health, better care and affordable costs.
6. Participants on the committee will be on paid status and shall be reimbursed as per state travel policy. Agencies will not incur any overtime liability as a result of committee meetings or travel.

This Agreement will sunset on June 30, 2021.

**LETTER OF AGREEMENT - ARTICLE 21 – PART TIME MEDICAL INSURANCE
COMPUTATION AND SUBSIDY**

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

1. For Plan Years 2019, 2020 and 2021 the Employer will pay ninety five percent (95%) and the employee will pay five percent (5%) of the monthly premium as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety nine percent (99%) of the monthly premium of PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For employees who have at least eighty (80) paid regular hours in the month, the Employer will pay a monthly benefit insurance premium amount of the plan selected by the employee calculated per [Article 21 Section 2 \(Insurance\)](#) as follows:

Part Time Employees Insurance:

Part Time premium rate x Employer contribution percentage x the ratio of paid regular hours to full time hours to the nearest full percent = Employer contribution.

In addition, there shall be a subsidy based on the employee's coverage tier for Plan Year 2019, 2020 and 2021. The Part time subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

LETTER OF AGREEMENT - ARTICLE 28 – WORK WEEK AND WORK SCHEDULING
ALTERNATE WORK SCHEDULES

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Human Resources (DHS), Stabilization and Crisis Unit (SACU) (Agency) and AFSCME Council 75 (Union).

The purpose of this agreement is to modify Article 28 – Work Week and Work Scheduling, Section 3, of the Collective Bargaining Agreement, to provide an “Alternate Work Schedule” for employees.

The Parties agree to the following:

1. Alternate work schedules will be permitted for eligible regular status employees with approved applications.
2. Employees must complete and submit an “Alternate Work Schedule Request” Application Form to their Site Manager in order to be considered.
3. Only MHTTs permanently assigned to day or swing shifts are eligible for alternate work schedules. This does not include Vacation Relief, Float Pool, HTT2, COAT positions.
4. Employees who are in trial service or who are on a NOC Shift will not be eligible to apply.
5. Alternate work schedules will be granted for 8-hour blocks of time.
6. Alternate work schedules will only be granted between two (2) employees.
7. No more than two (2) alternate work schedules will be permitted on one (1) shift per day for 5:5:3 and 6:6:4. No more than three (3) alternate work schedules will be permitted on one (1) shift per day for 7:7:4 house.
8. Employees must be eligible to be mandated on at least one 8-hour shift per week.
9. A sixteen (16) hour alternate work schedule will be awarded as two (2) vacation leave approvals.
10. Employees will not have any Unauthorized Leave (LU) for the six (6) months leading up to being granted an alternate work schedule. If an employee incurs any LU while working in the alternate work schedule, the employee will receive a 10-day notice that their alternate work schedule will end.
11. Employees shall not have any active formal discipline related to attendance for the past year in order to be eligible for alternate work schedule.

12. If an employee is no longer eligible for an alternate work schedule, both partners will be given a 10-day notice to end the alternate work schedule and will return back to their original work shift schedule. The second (2nd) affected employee will have thirty (30) calendar days from the date of the notice to find a new partner. The proposed new partner must meet all eligibility requirements which will be verified by management. If a valid partner is identified and is approved by management within the thirty (30) calendar days, the alternate work schedule will be reinstated.
13. Alternate work schedules will be valid for one (1) year. At the end of the one (1) year, both employees return to their original shifts unless a new application is approved.
14. Alternate work schedules will begin on June 23, 2019 and be valid through May 31, 2020. Application submissions will be accepted from April 15 - 30, 2019.
15. The Site Manager(s) will review the "Alternate Work Schedule Request" applications. All eligible alternate work schedule application proposals that meets the needs of the home, the individuals served, and the agency will be considered.
16. The Alternate will be approved in order by considering the highest seniority person of the pair applying. If there is a tie between employees based on their SACU Seniority, then seniority will be determined in accordance to Article 27 – Seniority.
17. The Area Manager(s) will sign off on all approved alternate work schedules.
18. All applicants will be notified by May 20, 2019 if they are approved or denied for an alternate work schedule.
19. This agreement will be assessed for 180 days starting June 23, 2019. A monthly update will be provided to the Labor/Management Committee. At the end of the assessment period, Executive Management Team will consider continuation or permit additional alternate work schedules per shift and per day on a house-by-house bases.

This Letter of Agreement shall be extended through January 31, 2020, unless mutual agreement by both Parties for additional extensions.

LETTER OF AGREEMENT - ARTICLE 28 – WORK WEEK AND WORK SCHEDULING
- NOC SHIFT ONLY

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Human Resources (DHS), Stabilization and Crisis Unit (SACU) (Agency) and AFSCME Council 75 (Union).

The purpose of this agreement is to recognize and support staffing levels needs and client services within all Behavioral Group Homes.

The Parties agree to the following:

1. SACU will establish 10-hour shifts with a 4-day work schedule for NOC shift only.
2. This agreement will be assessed for 180 days starting June 23, 2019.
3. A monthly update will be provided to the Labor/Management Committee.
4. At the end of the assessment period, Executive Management Team will consider whether to continue the above schedule.

This Letter of Agreement shall be extended through January 31, 2020, unless mutual agreement by both Parties for additional extensions.

**LETTER OF AGREEMENT – ARTICLE 29 – OVERTIME – BEHAVIOR/VOCATIONAL
SPECIALIST 1s AND 2s**

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Human Resources (DHS), Stabilization and crisis Unit (SACU) (Agency) and AFSMCE Council 75 (Union).

The purpose of this Agreement is to modify Article 29 – Overtime, Section 6, of the Collective Bargaining Agreement for Behavior/Vocational Specialist 1 & 2 (BVS1 & BVS2) employees interested in working overtime opportunities at the Group Home.

The Parties agree to the following:

1. BVS1 and BVS2 employees may volunteer to work any scheduled or unscheduled overtime opportunities involving direct client care (on the floor) responsibilities; employees must have prior approval from the House Manager in order to volunteer for such overtime opportunities.
2. Employees who volunteer for overtime will be placed at the bottom of voluntary lists for both “in-house” and “in-island” by seniority and will rotate independently within BVS1s and BVS2s group separate from DSCS voluntary lists.
3. Employees are obligated to perform and/or complete their regular duties and responsibilities as BVS1 or BVS2 before agreeing to work a scheduled or unscheduled overtime assignment. At no point will an overtime opportunity interfere with the regular duties of a BVS.
4. Employees will not manipulate their regular work schedule or duties and responsibilities in order to work the overtime assignment.
5. Employees working an overtime assignment must have at least eight (8) hours off before reporting to their regular work schedule.
6. Employees are subject to all provisions of Article 29.
7. Employees can be removed from the overtime rotation list in the event of performance issues. Such removal may occur as a pre-disciplinary measure.

This Letter of Agreement shall expire on June 30, 2021, unless extended by mutual agreement by both Parties.

LETTER OF AGREEMENT – ARTICLE 29 – OVERTIME FLOAT POOL

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Human Resources (DHS), Stabilization and Crisis Unit (SACU) (Agency) and AFSCME Council 75 (Union).

The purpose of this Agreement is to modify Article 29 – Overtime, Section 6, of the Collective Bargaining Agreement regarding Float Pool employees working overtime opportunities at the Group Homes.

The Parties agree to the following:

Float Pool Employees shall have the opportunity to volunteer to work any “in-house” scheduled or unscheduled overtime opportunities if they are currently assigned to the house at the time of the overtime opportunity is announced.

This Letter of Agreement shall expire June 30, 2021, unless extended by mutual agreement by both Parties.

**LETTER OF AGREEMENT – ARTICLE 29 – OVERTIME STRAIGHT-TIME ELIGIBLE
POSITIONS (Psychiatric Social Workers)**

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Human Services (DHS), Stabilization and Crisis Unit (SACU) (Agency), and AFSCME Council 75 (Union).

Psychiatric Social Workers are eligible under Article 29 - Overtime, Section 5(b) of the contract to receive compensatory time off at one (1) hour for every hour worked in excess of eight (8) hours per day or forty (40) hours per week. Payment in cash for such hours can only occur if time off requests are denied for use of accrued leave before the year ends, which then results in forfeiture. Due to staffing needs, these employees will have little opportunity for taking compensatory time off.

As a result, the Parties have agreed employees may choose to receive either straight-time pay or compensatory time off for each hour of overtime worked in excess of eight (8) hours per day or forty (40) hours per week.

This Letter of Agreement shall expire June 30, 2021, unless extended by mutual agreement by both Parties.

LETTER OF AGREEMENT - ARTICLE 46 – REVIEW OF CLASSIFICATION SERIES

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Human Services (DHS), Stabilization and Crisis Unit (SACU) (Agency), and AFSCME Council 75 (Union).

1. The Agency will initiate and complete in consultation with DAS Classification and Compensation Unit, a full classification study of all Habilitative Training Technician 2 (HTT2s) positions.
2. Management and the Union will mutually agree upon three (3) staff to serve as subject matter experts during the classification review process. If mutual agreement cannot be reached, DAS Classification and Compensation Unit will choose the appropriate representatives. This does not preclude management/DAS from selecting additional subject matter experts.
3. DAS Classification and Compensation Unit will complete a class study no later than March 31, 2021.
4. The Agency will meet with the Union to review the results of the study. Any related bargaining pursuant to [Article 45](#) will take place during the 2021-2023 successor negotiations. If unforeseen delays occur, the Parties will engage in interim bargaining if necessary.

This Letter of Agreement will automatically sunset on June 30, 2021.

LETTER OF AGREEMENT - ARTICLE 53 – SAFETY & HEALTH

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Human Services (DHS), Stabilization and Crisis Unit (SACU) (Agency), and AFSCME Council 75 (Union).

The Parties agree to the following:

1. The Island Safety Committee shall gather information about employee concerns regarding parking private vehicles while at work.
2. ISC will:
 - a. Identify issues and concerns;
 - b. Develop solutions for possible changes and/or improvements; and
 - c. Prepare written recommendations to the Labor/Management Committee no later than May 1, 2020.

This Agreement shall expire June 30, 2020, unless both Parties agree to extend if SRC needs additional time for further review.

**LETTER OF AGREEMENT - ARTICLE 62 - CONTRACTING OUT - FEASIBILITY
STUDY**

This Letter of Agreement is entered into between the State of Oregon Department of Administrative Services, on behalf of all State Agencies covered by the State of Oregon and AFSCME Central Table.

When the provisions of [Article 62](#), Section 5, require a feasibility study, the following will apply:

The Employer will count eighty percent (80%) of the affected employee's straight-time wage rate when comparing the two (2) plans.

This Agreement is effective through June 30, 2021.

LETTER OF AGREEMENT – OVERTIME ASSIGNMENT ERRORS

The Employer will continue the following practice for resolving errors in the assignment of overtime. Should an employee not be offered an overtime opportunity in violation of [Article 29 \(Overtime\)](#) of this agreement, the employee will report the error in assignment within thirty (30) calendar days of the alleged error. Management will verify the error. Management will ensure that the employee's place shall remain on the overtime list and that employee shall be offered the next available overtime opportunity within twenty-one (21) calendar days from the date of verification of the error.

LETTER OF AGREEMENT – JOB ROTATION / DEVELOPMENTAL OPPORTUNITIES

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (LRU) on behalf of the Department of Human Services (DHS), Stabilization and Crisis Unit (SACU) (Agency), and AFSCME Council 75 (Union).

The Parties agree to the following:

The Agency may provide competitive and/or employee-specific rotation/developmental opportunities by written agreement with employees who volunteer, who have the approval of their supervisor based on Agency operational needs. This decision cannot be grieved but upon the employees written request the decision will be reviewed by the Executive Leadership Team to review the manager's decision based on Agency operational needs. Such agreements shall state the duties, hours of work, and length of the assignment. Employees volunteering for these assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (AFSCME) status of their permanent position while on the assignment and return to their permanent positions on completion of the assignment. Employee participating in job rotation/developmental opportunity will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

Job rotation/development opportunities which are designated by management as competitive will be filled in a competitive manner. Recruitment notices for such opportunities will receive the widest reasonable distribution within the Agency. Recruitment notices for such opportunities will contain job description, basis qualifications, length of assignment and deadline to apply. Any employee who was interviewed may request and shall receive an explanation of the reasons they were not selected.

This Letter of Agreement will sunset on June 30, 2021, unless extended by mutual agreement by both Parties.

LETTER OF AGREEMENT – DIRECT CARE PROFESSIONAL CERTIFICATION PAY

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

The purpose of this Agreement is to establish direct care differentials so as to incentivize regular status staff to obtain additional training and education to enhance and improve work knowledge and skills to carry out assigned duties and responsibilities.

In order to complete the Portfolio portion of the Certification Process, employees must have experience working with clients. Employees who do not have the necessary experience will be eligible to complete the training as described above, but will not meet the minimum qualifications in order to receive the NADSP Certification and therefore the associated pay.

1. Direct Care Professional Certification Pay: The parties agree to the following differentials under these conditions:
 - a. Direct Support Professional-Certified (DSP-1): If an employee meets all qualifications to obtain this level of competency and is an employee in good standing, the employee shall receive a three percent (3%) differential starting on the first of the month following the Agency's receipt of the certification. Good standing shall be defined as a regular status employee who has had no formal discipline issued in the past twelve (12) calendar months.
 - b. Direct Support Professional-Certified (DSP-2): If an employee meets all qualifications to obtain this level of competence, the employee shall receive a five percent (5%) differential starting on the first of the month following the Agency's receipt of the certification. Employees eligible for this differential shall not receive the DSP-1 differential.
 - c. Direct Support Professional Specialist(DSP-3): If an employee meets all qualifications for one of the following certificates (Mentoring and Supervision, Positive Behavior Supports, Inclusion or Health Support) the employee will receive a seven percent (7%) differential starting on the first of the month following the Agency's receipt of the certification. Employees eligible for this differential shall not receive the DSP-1or DSP-2 differential.
2. NADSP Registration: In order for employees to become eligible to take Agency approved training leading to earning the differentials cited above, the Agency shall pay the required one time payment of fifty dollars (\$50) registration fee for employees who qualify for registration.
 - a. Employees that do not meet the criteria to become registered with NADSP as a result of a substantiated finding of neglect or abuse, can request the agency to jointly petition NADSP to review the circumstances of the substantiated finding and request an exception.

3. Certification Fees: The Agency shall pay the cost of the employee's certification fee for each level the employee obtains.
4. Paid Training Time to Obtain Certifications: The Agency shall provide up to seventy-five (75) hours of paid time towards each level to obtain the level of certification the employee is working on. Employees returning to work after their regular shift to work on their certification shall be paid at the straight time rate of pay and such time shall not be considered as 'time worked' for purposes of overtime calculation. The paid training time identified in this section shall be available to all employees in the identified classifications, not just those employees seeking certification. However, the identified certification pay (DSP-1, DSP-2, and DSP-3) shall only be available to those employees who received one of the identified certifications.
 - a. The parties agree to review the trainings required in order to proceed with the certification process. Upon mutual agreement, the parties will make adjustments to which trainings are required as part of the certification process.
5. Continuing Education: In order to continue to receive differentials cited above, the employee shall be required to meet all continuing education requirements needed for the level of certification they have obtained. Employees will submit to the Agency written confirmation of completing required continuing education requirements. Employees not completing the annual continuing education requirement will not continue to receive the differential they are receiving. The Agency shall pay the cost of employee continuing education requirements.
6. Annual Training: The twelve (12) hours of annual training offered by the Agency each year may count toward the employee's continuing education requirement provided the licensing organization approves it.
7. Term of Agreement. This Agreement shall expire June 30, 2021 unless the parties agree to extend its provisions.

LETTER OF AGREEMENT – ACUTE CARE DIFFERENTIAL

1. Effective July 1, 2019 through June 30, 2021, the Agency shall establish an Acute Care Differential of twenty-five dollars (\$25.00) a month to be paid to all employees classified HTT2s. This differential shall not extend beyond the contract.

LETTER OF AGREEMENT – TRANSITION OF STAFF DUE TO WORKSITE CLOSURE

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Human Services (DHS), Stabilization and Crisis Unit (SACU) (Agency), and AFSCME Council 75 (Union).

The purpose of this Agreement is to establish a process for the lateral transfer of staff in the event of a closure of the any Behavior or Medical Group Homes.

To best accomplish this goal, while maintaining a fair process for all SACU staff, the following shall occur:

1. In addition to being posted online, all open positions within SACU relative to this LOA shall be specifically identified and broadly announced no later than sixty (60) calendar days prior to the scheduled closure. The Agency will provide a reasonable amount of time to allow employees to seek out other opportunities within the SACU and DHS.
2. For the purposes of position transfers only relative to this LOA, employees in HTT2 positions will be allowed to bid on DSCS positions as though they were a lateral transfer. Salary reductions as addressed in [Article 40](#), Section 1(d) shall not stop an employee from transferring.
3. Those employees from the closing worksite will have first (1st) bid along with the DSCS in-house staff on all open positions. A successful bid will be treated as a lateral transfer. These bids will be based on seniority only and take priority over all other employee bids from in-island or other SACU locations.
4. When an employee from the closing worksite is awarded a position relative to this LOA, future transfer bids will not be restricted for their first ninety (90) days in new position. At this point however, employees must bid for positions using the standard contractual process.
5. Once a position has been awarded, the Agency will make every reasonable effort to temporarily fill the position until the staff can be released from the closing house.
6. If employees within the closing worksite do not bid on any positions or are not awarded a position based on seniority, they shall be moved as an “administrative transfer” as described in [Article 41 – Involuntary Transfers](#), Section 4. Should this occur, every effort will be made to transfer the employee closest to their desired location, as position vacancies allow.
7. BVS 1s, BVS2s and LRCT from the closing house shall work with SACU Leadership in adjusting their assignments. If there are open positions in these classifications those open positions shall be offered by seniority.
8. Any pre-approved vacation or personal business request will be honored at the new worksite.

In the event of any Behavior or Medical Group Home closure(s), this Letter of Agreement shall be effective through the conclusion of the closure process and shall be used as the primary model for future group home closures.

This Letter of Agreement will sunset on June 30, 2021, unless extended by mutual agreement by both Parties.

LETTER OF AGREEMENT – CRITICAL INCIDENTS

Employees who have been directly involved in a traumatic incident of on-duty violence where emergency medical services were involved, and the employee themselves were not physically injured may request to be relieved by a manager for the remainder of their shift, which shall be on paid time. Directly involved means physically attacked or physically intervening in an attack to self or others; or a staff member responding to the incident.

In addition, employees may request up to three (3) days of leave to assist in their recovery. Such leave shall be charged against any accumulated time the employee has earned or leave without pay. The employee may decide the type of accumulated time against which this leave shall be charged.

This Letter of Agreement shall expire June 30, 2021, unless extended by mutual agreement by both Parties.

LETTER OF AGREEMENT – HB2016-B BARGAINING

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

HB2016-B at subsection 4(3) enables the Union to reopen the Agreement and bargain on specific subjects addressed in subsection 4.

The Parties agree that each has had the opportunity during its bargaining for the 2019-2021 local agreements to submit proposals and counterproposals to bargain on subjects in subsection 4 of the law. Therefore, each Party has fulfilled its duty to bargain on subjects it has addressed and neither Party shall be required to reopen any local agreement nor have the duty to bargain again during the term of the 2019-2021 local agreements on subjects addressed subsection 4.

This Agreement becomes effective on the effective date of a local agreement and expires June 30, 2021.

LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS

1. Notice

- a. The Employer shall provide the Union, in an editable digital file format, the following information for each employee quarterly:
 - i. Employee name; date of hire; EIN
 - ii. Contact information, including: cell, home and work telephone numbers (when available);
 - iii. Means of electronic communication, including work, personal electronic mail address;
 - iv. Home address or personal mailing address; and
 - v. Department/Agency/Office, Job Classification, Job Title, base salary, and work site location.
- b. Each business day, the Employer shall provide a report of newly hired AFSCME represented workers as long as the new hire business process has been successfully completed in the business day prior.
- c. The State CHRO information unit will provide AFSCME with a report of new, terminated, retired or transferring employees in AFSCME covered positions no later than the 10th of each month.

2. New Employee Orientation

- a. Within the first ten (10) calendar days from the date of hire, the Union representative shall be granted thirty (30) minutes of paid time to meet with the new employees without loss of pay.
- b. Employees within their first ninety (90) calendar days of employment shall be allowed an additional sixty (60) minutes of paid time to meet with a Union representative for follow-up orientation issues without loss of pay.

LETTER OF AGREEMENT – SALARY BENEFIT SURVEY

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

The purpose of this Agreement is set forth timelines and commitments to conduct a salary/benefit survey on selected classifications listed below in preparation for 2021-2023 biennial bargaining.

The Parties agree to the following:

1. The Employer shall conduct a total compensation salary/benefit survey for the following classifications: Executive Support Specialist 1, Office Specialist 2, Administrative Specialist 1-2 and Operations and Policy Analyst 1-4.
2. The Employer shall complete the survey no later than November 30, 2020 and shall send the survey results to the Union in writing.
3. Either Party may add additional classifications to the survey prior to July 1, 2020.
4. Both Parties will have the opportunity to choose whether to submit bargaining proposals in December 2020 on the subject of selective salary adjustments for the above classifications.

LETTER OF AGREEMENT – PERS DIVERSION

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

The Parties acknowledge that challenges have been or may be filed that contest the legislation enacted by the 2019 Legislative Assembly, including SB1049. Nothing in this Agreement shall constitute a waiver of any Party's rights, claims or defenses with respect to the above.

This Agreement becomes effective on the date of the last signature below and ends June 30, 2021.

LETTER OF AGREEMENT – STATE WORKER TRAINING FUND

The Parties recognize that both the State and its workers benefit from workers understanding their different health care options, understanding their retirement benefits and finding solutions to increase wellness and equity in the workplace

Therefore, the State of Oregon, along with participating unions will work together to come up with creative and long-term solutions by working in collaboration to develop and deliver the trainings.

In order to accomplish these goals, the Parties will:

- Establish a State Worker Training and Education Fund (“State Worker Training Fund”), appoint the State Worker Fund governing board of trustees of ten (10) people with equal representation from union representatives and Employers, and hire a qualified leader (“Director”) to report to such board of trustees.
 - Union Representatives will be split proportionally between participating labor unions.
- Fund the start-up of the State Worker Training Fund from October 1, 2019 to June 30, 2020. The start-up will be funded by an Agency assessment of one cent (\$0.01) per hour per employee of straight-time worked that would be due to the trust no later than October 1, 2019 in order to hire a director and choose one (1) or two (2) pilot locations to learn and adjust a roll out of a statewide plan. Ongoing, State Worker Training Fund will be funded two cents (\$0.02) per hour worked, including all paid leaves, per employee starting July 1, 2020 with a goal of the training and resources being available statewide by January 1, 2021. Agencies can pay monthly. At a minimum, per hour payments will be paid quarterly.
 - Agencies with under fifty (50) employees shall not make per hour payments.

The State Worker Training Fund will develop a plan to deliver trainings and programs on:

- PEBB and PERS. The PEBB and PERS training will be mandatory for new hires and the PEBB training will be offered within fourteen (14) days of a new hire. When possible, employees’ will sign up for their health insurance after going through the PEBB training.
- Organizational Equity and Inclusion. Creating trainings focused on ensuring nondiscrimination and best practices to equity and inclusion in the workplace.
- Wellness. The wellness initiatives should focus on agencies where there are clear challenges identified by management and bargaining unit. The trust shall identify one (1) Agency to pilot the wellness initiative.
- After a program is developed for the first three (3) stated goals, the Board of Trustees will discuss other programs that potentially meet goals identified by the State and the Unions.

Timeline:

By October 1, 2019, each Party shall bind itself to the Trust Fund Agreement(s). The Trust Agreement will include:

- How trustees are appointed and removed
- Terms of a trustee’s appointment
- Quorum requirements

- Meeting requirements
- Powers/ability to call a special meeting of the board
- Votes and quorum requirements
- Liability provisions
- Specific provisions outlining the necessary authority for the trustees to manage and administer the State Worker Training Fund and Program
- Investment provisions
- Investment standards
- Enforcement mechanisms for the Contribution Agreement
- Specific provisions outlining terms for amendments, mergers, termination of the trust
- Establishing benchmarks and metrics. The Trust will produce an annual progress report beginning June 2021 that includes an operating plan for the upcoming year and a report back on the operating benchmarks and metrics for approval by the State's CCO and the Unions' Executive Director.

By December 1, 2019 the Parties will use best efforts within the legal framework of the Trust Board to adopt a detailed plan for Training Fund operation, including establishing specific training objectives, performance benchmarks, expected outcomes, and hire a Director.

By February 1, 2020 the trust will set up a minimum of one (1) pilot and a goal of two (2) based on budget and plan.

LETTER OF AGREEMENT – CONTRACT SPECIALIST

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

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

The Parties agree to the following:

Selection and Appointment of Contract Specialists:

- A. The appointment of a full time Contract Specialist shall be authorized only from Agencies that currently have fifty (50) or more bargaining unit FTE positions.
- B. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- C. The Union may have no more than one (1) Contract Specialist for every two thousand (2,000) FTE bargaining unit positions from Agencies that are within the jurisdiction of the AFSMCE Central Table and Department of Corrections.
- D. The duration of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- E. The Parties shall establish an agreement which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment.
- F. 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.
- G. 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.
- H. 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 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.

Term of Agreement:

This Agreement becomes effective on the date of the last signature and ends on June 30, 2021 unless renewed by the Parties or the Parties agree to amend its provisions.

LETTER OF CLARIFICATION

The purpose of this Letter of Clarification is help define current organization structure within SACU, which may be subject to change due to Agency (DHS) operational and/or budgetary needs.

An “island” will be defined as a grouping of homes and may be assigned as follows:

Willow Island (Medical Homes)

- Eliot 1
- Eliot 2

Northern Region

Elm Island

- Halsey
- Ina
- Madison
- Hawthorne

Maple Island

- James
- Charles
- Brooks

Central Region

Alder Island

- Gath
- Turner
- Cade

Birch Island

- Discovery
- Hampden
- Macleay

Southern Region

Aspen Island

- Jody
- Oak
- Weirich

Sycamore Island

- Dean
- Forsythia
- River Road

Appendix A - Article 14 – Grievance Procedure Timelines

NOTE: The timeline for the Employer response at each grievance step shall begin the first day following the day of receipt. The timeline for the Union appeal to the next higher step shall begin the first day following the day the Employer response is due or received.

GRIEVANCE	TIME TO FILE	STEP 1	STEP 2	STEP 3
Non-Disciplinary – Article Violations	<u>Within thirty (30) calendar days</u> of the alleged action or the date the employee or the Union knew or should have known of the alleged action.	<u>Step 1 – Immediate supervisor within thirty (30) calendar days</u> of the alleged action or the date the employee or the Union knew or should have known of the alleged action.	<u>Step 2 – HR Manager within thirty (30) calendar days</u> after the written response required by Step 1 was received or due, whichever is first.	<u>Step 3 – DAS Labor Relations Unit within thirty (30) calendar days</u> after the written response required by Step 2 was received or due, whichever is first.
Disciplinary – Written Reprimand	<u>Within thirty (30) calendar days</u> from the effective date of discipline.	<u>Step 1 – Immediate supervisor within thirty (30) calendar days</u> from the effective date of discipline.	<u>Step 2 – HR Manager within thirty (30) calendar days</u> after the written response required by Step 1 was received or due, whichever is first.	<u>Step 3 – DAS Labor Relations Unit within thirty (30) calendar days</u> following the receipt of the Step 2 response was due or received, whichever is first.
Disciplinary – Salary Reduction	<u>Within fifteen (15) calendar days</u> from the effective date the discipline.		<u>Step 2 – HR Manager within fifteen (15) calendar days</u> from the effective date of discipline.	<u>Step 3 – DAS Labor Relations Unit within thirty (30) calendar days</u> following the receipt of the Step 2 response was due or received, whichever is first.
Disciplinary – Dismissal from State Service	<u>Within fifteen (15) calendar days</u> from the effective date of the dismissal.			<u>Step 3 – DAS Labor Relations Unit within fifteen (15) calendar days</u> from the effective date of the dismissal.
Group Grievances – Issues 2 or more supervisors	<u>Within thirty (30) calendar days</u> of the alleged violation.	<u>Step 1 – Immediate supervisor within thirty (30) calendar days</u> of the alleged violation; or by mutual agreement move to higher steps.	<u>Step 2 – HR Manager within thirty (30) calendar days</u> of the alleged violation; or by mutual agreement move to Step 3.	<u>Step 3 – DAS Labor Relations Unit within thirty (30) calendar days of the alleged violation.</u>
Overtime Grievances	<u>Within thirty (30) calendar days</u> of the alleged violation.		<u>Step 2 – HR Manager within thirty (30) calendar days</u> of the alleged violation.	<u>Step 3 – DAS Labor Relations Unit within thirty (30) calendar days</u> following the receipt of the Step 2 response was due or received, whichever is first.

APPENDIX B - COMPENSATION PLAN

Effective as of Date	5/1/2020
Job Profile	SR
Accounting Technician 2	18
Administrative Specialist 1	17
Administrative Specialist 2	20
Behavior/Vocational Specialist 1	20
Behavior/Vocational Specialist 2	23
Behavioral Professional	26
Compliance Specialist 1	21
Compliance Specialist 2	25
Compliance Specialist 3	29
Direct Support Crisis Specialist	19
Electronic Publishing Design Specialist 3	25
Facility Maintenance Specialist	18
Fiscal Analyst 2	27
Habilitative Training Technician 1	14
Habilitative Training Technician 2	16
Information Systems Specialist 3	24I
Licensed Practical Nurse	18
Manual Arts Instructor	19
Office Specialist 1	13C
Office Specialist 2	15C
Operations & Policy Analyst 1	23
Operations & Policy Analyst 2	27
Operations & Policy Analyst 3	30
Program Analyst 1	23
Program Analyst 2	27
Program Analyst 3	29
Program Analyst 4	31
Psychiatric Social Worker	28
Respiratory Care Practitioner	26
Training & Development Specialist 1	23
Training & Development Specialist 2	27

APPENDIX C - SALARY SCHEDULES

SALARY SCHEDULE AS OF MAY 1, 2020										
<u>Salary Range</u>	<u>Pay/Range Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
13C	AP		2738	2846	2943	3065	3196	3332	3476	3640
14	AP		2738	2846	2943	3065	3196	3332	3476	3640
15C	AP	2792	2892	3003	3130	3265	3405	3557	3728	3909
16	AP	2846	2943	3065	3196	3332	3476	3640	3817	4001
17	AP	2943	3065	3196	3332	3479	3640	3817	4001	4191
18	AP	3065	3196	3332	3476	3640	3817	4001	4185	4384
19	AP	3196	3332	3476	3640	3817	4001	4185	4384	4606
20	AP	3332	3476	3640	3817	4001	4185	4384	4606	4826
21	AP	3476	3640	3817	4001	4185	4384	4606	4826	5054
23	AP	3817	4001	4185	4384	4606	4826	5054	5300	5554
24I	IP	4026	4217	4418	4621	4838	5067	5304	5553	5816
25	AP	4185	4384	4606	4826	5054	5300	5554	5829	6117
26	AP	4384	4606	4826	5054	5300	5554	5829	6117	6410
27	AP	4606	4826	5054	5300	5554	5830	6117	6410	6727
28	AP	4826	5054	5300	5554	5829	6117	6410	6727	7049
29	AP	5054	5300	5554	5829	6117	6410	6727	7049	7398
30	AP	5300	5554	5829	6117	6410	6727	7049	7398	7762
31	AP	5554	5829	6117	6410	6727	7049	7398	7761	8147

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the rate printed in the CBA.

Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the Agreement.

SALARY SCHEDULE AS OF JULY 1, 2020

Salary Range	Pay/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Option										
13C	AP		2738	2846	2943	3065	3196	3332	3476	3640	3817
14	AP		2738	2846	2943	3065	3196	3332	3476	3640	3817
15C	AP	2792	2892	3003	3130	3265	3405	3557	3728	3909	4099
16	AP	2846	2943	3065	3196	3332	3476	3640	3817	4001	4191
17	AP	2943	3065	3196	3332	3479	3640	3817	4001	4191	4384
18	AP	3065	3196	3332	3476	3640	3817	4001	4185	4384	4606
19	AP	3196	3332	3476	3640	3817	4001	4185	4384	4606	4826
20	AP	3332	3476	3640	3817	4001	4185	4384	4606	4826	5054
21	AP	3476	3640	3817	4001	4185	4384	4606	4826	5054	5300
23	AP	3817	4001	4185	4384	4606	4826	5054	5300	5554	5829
24I	IP	4026	4217	4418	4621	4838	5067	5304	5553	5816	6091
25	AP	4185	4384	4606	4826	5054	5300	5554	5829	6117	6410
26	AP	4384	4606	4826	5054	5300	5554	5829	6117	6410	6727
27	AP	4606	4826	5054	5300	5554	5830	6117	6410	6727	7049
28	AP	4826	5054	5300	5554	5829	6117	6410	6727	7049	7398
29	AP	5054	5300	5554	5829	6117	6410	6727	7049	7398	7762
30	AP	5300	5554	5829	6117	6410	6727	7049	7398	7762	8147
31	AP	5554	5829	6117	6410	6727	7049	7398	7761	8147	8550

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the rate printed in the CBA.

Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the Agreement.

SALARY SCHEDULE AS OF OCTOBER 1, 2020											
Salary Range	Pay/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Option										
13C	AP		2820	2931	3031	3157	3292	3432	3580	3749	3932
14	AP		2820	2931	3031	3157	3292	3432	3580	3749	3932
15C	AP	2876	2979	3093	3224	3363	3507	3664	3840	4026	4222
16	AP	2931	3031	3157	3292	3432	3580	3749	3932	4121	4317
17	AP	3031	3157	3292	3432	3583	3749	3932	4121	4317	4516
18	AP	3157	3292	3432	3580	3749	3932	4121	4311	4516	4744
19	AP	3292	3432	3580	3749	3932	4121	4311	4516	4744	4971
20	AP	3432	3580	3749	3932	4121	4311	4516	4744	4971	5206
21	AP	3580	3749	3932	4121	4311	4516	4744	4971	5206	5459
23	AP	3932	4121	4311	4516	4744	4971	5206	5459	5721	6004
24I	IP	4147	4344	4551	4760	4983	5219	5463	5720	5990	6274
25	AP	4311	4516	4744	4971	5206	5459	5721	6004	6301	6602
26	AP	4516	4744	4971	5206	5459	5721	6004	6301	6602	6929
27	AP	4744	4971	5206	5459	5721	6005	6301	6602	6929	7260
28	AP	4971	5206	5459	5721	6004	6301	6602	6929	7260	7620
29	AP	5206	5459	5721	6004	6301	6602	6929	7260	7620	7995
30	AP	5459	5721	6004	6301	6602	6929	7260	7620	7995	8391
31	AP	5721	6004	6301	6602	6929	7260	7620	7994	8391	8807

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the rate printed in the CBA.

Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the Agreement.

APPENDIX D – SALARY ALIGNMENT SQUARED COMPENSATION PLAN

<u>Salary Range</u>	<u>Pay Range Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
3	AP									2600
7	AP									2680
9	AP							2680	2786	2881
10	AP						2680	2786	2881	3000
11	AP					2680	2786	2881	3000	3129
12	AP				2680	2786	2881	3000	3129	3262
13	AP			2680	2786	2881	3000	3129	3262	3403
13C	AP		2680	2786	2881	3000	3129	3262	3403	3563
14	AP		2680	2786	2881	3000	3129	3262	3403	3563
15	AP	2680	2786	2881	3000	3129	3262	3403	3563	3737
15C	AP	2733	2831	2940	3064	3196	3333	3482	3650	3827
16	AP	2786	2881	3000	3129	3262	3403	3563	3737	3917
17	AP	2881	3000	3129	3262	3406	3563	3737	3917	4103
18	AP	3000	3129	3262	3403	3563	3737	3917	4097	4292
19	AP	3129	3262	3403	3563	3737	3917	4097	4292	4509
20	AP	3262	3403	3563	3737	3917	4097	4292	4509	4724
21	AP	3403	3563	3737	3917	4097	4292	4509	4724	4948
22	AP	3563	3737	3917	4097	4292	4509	4724	4948	5188
23	AP	3737	3917	4097	4292	4509	4724	4948	5188	5437
24	AP	3917	4097	4292	4509	4724	4948	5188	5437	5706
25	AP	4097	4292	4509	4724	4948	5188	5437	5706	5988
26	AP	4292	4509	4724	4948	5188	5437	5706	5988	6275
27	AP	4509	4724	4948	5188	5437	5707	5988	6275	6585
28	AP	4724	4948	5188	5437	5706	5988	6275	6585	6901
29	AP	4948	5188	5437	5706	5988	6275	6585	6901	7242
30	AP	5188	5437	5706	5988	6275	6585	6901	7242	7599
31	AP	5437	5706	5988	6275	6585	6901	7242	7598	7976
32	AP	5706	5988	6275	6585	6901	7242	7598	7976	8370
33	AP	5988	6275	6585	6901	7242	7598	7976	8370	8762
37	AP	7241	7593	7976	8370	8762	9205	9650	10125	10621

Effective July 1, 2019 or on the first of the month following ratification of a local agreement or upon the date of receipt of an interest arbitration award whichever is later, align all salary ranges across AFSCME Central Table classification to ensure rates within the same salary range are the same across agencies. This shall apply to salary ranges with a Pay Option A and a Range Option P only. The following classifications are excluded from this alignment:

- Juvenile Parole and Probation Assistants (6633)
- Juvenile Parole and Probation Officers (6634)
- Mental Health Registered Nurse (6208)

- Staff Development Nurse (6226)
- Registered Nurse Epidemiologist (6219)
- Nurse Practitioner (6255)
- Mental Health Therapy Technician (6710)
- Licensed Practical Nurse (6135)
- Dentists (7510)
- Deputy State Fire Marshall (5561)
- Deputy State Fire Marshall/Entry (5560)
- Physician Specialist (7517)
- Assistant Attorney General (7504)
- Senior Assistant Attorney General (7505)
- Information Systems Specialist 1-8, Pay Option I (1481-1488)
- Natural Resource Specialist 3-5, Pay Options B,C,D (8503-8505)
- Public Service Representative 3, Pay Option V (0323)

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the rate printed in the CBA.

*Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the agreements.

2019-2021 SIGNATURE PAGE – AFSCME – DHS STABILIZATION AND CRISIS UNIT

Signed this 21st day of August, 2019 at Salem, Oregon.



**FOR THE
STATE OF
OREGON**



**FOR THE AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES**

Katy Coba, Director
Department of Administrative Services (DAS)

Madilyn Zike, Chief Human Resources Officer
DAS CHRO

Debbie Pillsbury-Harvey, State Labor Relations
Manager
DAS CHRO Labor Relations Unit

Erin Haney, State Labor Relations Manager
DAS CHRO Labor Relations Unit

Brad Heath, Bargaining Team Member

Sierra Rawson, Bargaining Team Member

Bryan Wier, Bargaining Team Member

Aaron Hall, Bargaining Team Member

Cindy Hoffman, Bargaining Team Member

Alys Mundo, Bargaining Team Member

Randy Ridderbusch, AFSCME Council 75
Representative

Christina Sydenstricker, Bargaining Team
Member

Jade McCredy, Bargaining Team Member

Katrina Brink, Bargaining Team Member

Bradley Capps, Bargaining Team Member

Sauihou Suwaneh, Bargaining Team Member

Kevin Rice, Bargaining Team Member

DAS DEPARTMENT OF
ADMINISTRATIVE
SERVICES
Department of Administrative Services
Chief Human Resources Office
Labor Relations Unit
155 Cottage Street NE
Salem, OR 97301-3971
(503) 378-2616
LRU@oregon.gov

The official version of this Agreement is held by the Department of Administrative Services Labor Relations Unit on its electronic files at the website below. The Department of Administrative Services does not recognize any other copies or publications of this Agreement.

Electronic version of the Agreement located at:
<http://www.oregon.gov/das/HR/Pages/LRU.aspx>