



# COLLECTIVE BARGAINING AGREEMENT

*between*

## DAS

THE DEPARTMENT OF  
ADMINISTRATIVE SERVICES

*on behalf of*

THE OREGON DEPARTMENT  
OF CORRECTIONS

*and*

## AFSCME

LOCAL 1406 / COUNCIL 75,  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2021

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2023

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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 of Administrative Services on behalf of the Department of Corrections, and the American Federation of State, County, and Municipal Employees Local 1406, Council 75, hereinafter referred to as the "Union".

*Rev: 2017*

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent and representative for all half time (.5 FTE) or greater Dentists at the Department of Corrections, whose primary responsibility is clinical care of patients; excluding all contract Dentists, supervisory and confidential employees as defined by ORS 243.650(6) and (14).

## **ARTICLE 2 - EFFECT OF LAW AND RULES**

This Agreement is subject to all applicable existing and future laws of the State of Oregon.

## **ARTICLE 3 - LEGISLATIVE ACTION**

### **Section 1.**

Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted to the Legislative Assembly promptly upon the signing of this Agreement.

### **Section 2.**

Upon signing of this Agreement both parties will jointly recommend to the Legislative Assembly the passage of the funding and statutory changes necessary to implement this Agreement.

## **ARTICLE 4 - UNION SECURITY**

### **Section 1. Union Activities.**

Each Agency 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.

### **Section 2. Union Representation.**

The Union will notify the Agency's Human Resources (HR) Manager in writing of its representative of the Local or District Council 75, 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 Institution during all working hours to conduct Union business. These representatives shall observe the security regulations of the Institution. 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 employee during nonduty time.

### **Section 4. Union Stewards.**

- a. The Union shall notify the Agency HR Manager of the selection of stewards and their alternates.
- b. Stewards may receive and discuss complaints and grievances of employees on the premises and time of the Institution, but only to such extent that it does not neglect, retard, 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 grievances upon notice to their immediate supervisor. 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.
- c. At the Union's request and subject to the operating requirements of the Institution, stewards for the Union shall be granted accrued vacation leave, accrued compensatory time or leave of absence without pay to attend the Union's steward training session.

### **Section 5. Dues Deductions.**

- 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 (1<sup>st</sup>) 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.

### **Section 6. Lists.**

The Agency shall furnish to the Union, monthly, a list of names, classifications and home addresses of new employees in the bargaining unit and a listing of changes of address of bargaining unit employees who have submitted such notice to the Personnel Office. The

Agency shall furnish the Union with a monthly listing of employees who have terminated from the bargaining unit during the previous month.

**Section 7. Use of Facilities.**

Upon request and approval of the Corrections Department, Institution Medical Services Manager, the Union shall be allowed the use of the facilities of the Institution for meetings when such facilities are available and the meeting would not interfere with the business of the Institution.

**Section 8. 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 HR 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 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 9. 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 10. 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 11. 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 5 - MAINTENANCE OF STANDARDS**

The Agency shall not issue any directive or written statements that have any effect on mandatory subjects of bargaining established by this Collective Bargaining Agreement unless such directives or statements have been agreed upon with the Union. Nothing in this Section is intended to inhibit the Agency from issuing directives and/or statements which interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Union prior to distribution.

## **ARTICLE 6 - STRIKES AND LOCKOUTS**

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 Agency 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 Agency, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The notification to employees covered by this Agreement by the Union shall be made at the request of the Employer or Agency.



## **ARTICLE 7 - SAVINGS CLAUSE**

Should any Article, Section or portion of the Agreement be held unlawful and/or unenforceable by a court or board of competent jurisdiction, such invalidation shall apply only to the specific Article, Section or portion directly specified. Upon the receipt of such a decision, the parties shall, upon demand, begin negotiations to replace this Agreement's invalidated Article, Section or portion.

## **ARTICLE 8 - MANAGEMENT'S RIGHTS**

Except as may be specifically modified by the terms of this Agreement, the State retains all rights of management in the direction of its work force.

These rights of management shall include, but not be limited to, the right to:

1. Direct employees.
2. Hire, promote, transfer, assign, and retain employees.
3. Suspend, discharge, or take other proper disciplinary action against employees.
4. Reassign employees.
5. Relieve employees from duty because of lack of work or other proper reasons.
6. Schedule work.
7. Determine methods, means, and personnel by which operations are to be conducted.

## **ARTICLE 9 - 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 27, 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 27, 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.

SEE LOA: [Feasibility study](#)

## **ARTICLE 10 - EQUAL OPPORTUNITY**

### **Section 1.**

The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee for any reason associated with an employee's protected class status.

Protected Class Under Federal Law: Race; color; national origin; sex (includes pregnancy related conditions); religion, age (40 and older); disability; a person who uses leave covered by the Federal Family and Medical Leave Act; a person who uses Military Leave; a person who associates with a protected class; a person who opposes unlawful employment practices, files a complaint or testifies about violations or possible violations; and any other protected class as defined by federal law.

Protected Class Under Oregon State Law: All Federally protected classes; plus: age (18 and older); physical or mental disability; injured worker; a person who uses leave covered by Oregon Family Leave Act; marital status; family relationship; sexual orientation; whistleblower; expunged juvenile record; and any other protected class as defined by state law.

## **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 Agency Head. If the complaint is not satisfactorily resolved within thirty (30) calendar days of its submission at this level, the employee shall, 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, then the employee may file a written grievance within thirty (30) calendar days from the date jurisdiction was declined.

*Rev: 2017*

## **ARTICLE 11 - SALARIES**

### **Section 1. Retirement.**

a. **PERS and PERS Pickup**

Current language on PERS and PERS pickup shall continue through January 31, 2019.

b. **Public Employees Retirement System (“PERS”) Members.**

For purposes of this Section 1, “employee” means an employee who is employed by the State on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

**Retirement Contributions.**

On behalf of employees, the State will continue to “pick up” the six percent (6%) employee contribution, payable pursuant to law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 (“PERS Litigation”). Nothing in this Agreement shall constitute a waiver of any party’s rights, claims or defenses in respect to the PERS Litigation.

c. **Oregon Public Service Retirement Plan Pension Program Members.**

For purposes of this Section 2, “employee” means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive

benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Contributions to Individual Account Programs.

As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003 and pursuant to Section 3 of that same chapter, the State will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the State under this Section 2 shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

d. Effect of Changes in Law (Other than PERS Litigation).

In the event that the State's payment of a six percent (6%) employee contribution under Section 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the State ceases paying the applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414(h)(2).

e. 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. Salaries - Cost of Living Adjustment.**

- a. Effective December 1, 2021 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 five tenths percent (2.5%) but not less than eighty-five dollars (\$85.00) per month (prorated for part time employees).
- b. Effective December 1, 2022 or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by three and

one tenth percent (3.1%) but not less than one hundred dollars (\$100.00) per month (prorated for part time employees).

**Section 3. Bilingual Differential.**

When formally assigned in writing, an employee assigned to interpret to or from another language to English will receive a differential of five percent (5%) of base pay. Effective six (6) months from the date this agreement is signed, employees officially assigned in writing will be required to pass a standardized test to become eligible for this differential.

**Section 4.**

Exempt employees who work over forty (40) hours in a work week shall receive hour-for-hour compensation in the form of time off for hours exceeding forty (40) in the work week. Such time will be used by June 30 each year or lost.

*Rev: 2015, 2017, 2019, 2021*

**ARTICLE 12 - INSURANCE**

**Section 1. Plan Years 2021 through 2023.**

For Plan Years 2021, 2022 and 2023 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 2.**

If the Collective Bargaining Agreement provides for a COLA with an effective date in the second (2<sup>nd</sup>) 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 Insurance Computation and Subsidy](#)

*Rev: 2015, 2017, 2019, 2021*

**ARTICLE 13 - SAFETY AND HEALTH**

**Section 1.**

- a. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act, and other applicable law.
- b. The Department of Corrections will be OSHA compliant for personal protective equipment.

## **Section 2. Respectful Workplace**

- a. The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).
- b. If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled 'Maintaining a Professional Workplace' (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency's Human Resources Office.
- c. The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this section.
- d. The Agency shall investigate the complaint and shall provide a written response to the employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency 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.
- e. For purposes of this Section, the grievance procedure in Subsection 6 replaces the grievance procedure outlined in the local agreement.
- f.
  - i. 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.
  - ii. 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.
  - iii. 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.

- iv. The arbitrator shall not have authority to impose any employment actions, including but not limited to discipline on any employee, supervisor or manager, transfer of any employee, supervisor or manager, reassign an employee, supervisor or manager to another work location or duties or otherwise affect staffing. In addition, the arbitrator shall not have authority to impose or establish any monetary penalties or costs, award front or back pay, issue any monetary damages for pain and suffering or stress related claims.
- g. No employee shall be subject to retaliation for reporting or filing a complaint, providing a statement or otherwise participating in the administration of the statewide policy or grievance process outlined in this section. Reports of retaliation shall be reported to the Agency Human Resources Office.

*Rev: 2017*

## **ARTICLE 14 - TRAINING AND EDUCATION**

The Agency recognizes the need and desirability of professional training for dentists. To that end, and subject to the availability of resources, the Agency agrees to subsidize training and educational opportunities which a regular status dentist and Management agree are appropriate.

Participation in approved training opportunities which occur outside regular work hours/days shall be reason for employees to flex their workweek or receive hour for hour compensation in the form of time off.

Regular status part-time employees shall be paid for time spent in approved training opportunities on a pro-rated basis.

Continuing educational opportunities shall be allowed for regular status employees and shall be subsidized up to the required forty (40) hours every two (2) year licensing period.

## **ARTICLE 15 - SICK LEAVE**

Sick leave, with pay, shall be determined as follows:

### **Section 1.**

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



## **Section 2.**

Whenever an employee accepts an appointment in another agency of State service covered by this Agreement, the employee's accrued sick leave in the former agency shall be assumed by the new employing agency.

## **Section 3.**

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 previous employment restored.

## **Section 4.**

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. Employees shall be eligible to utilize sick leave immediately upon accrual.

## **Section 5.**

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's 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 employee's presence is required because of illness or death, in the immediate family of the employee or the employee's spouse. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency.

## **Section 6.**

If an employee's sick leave accrual shall become exhausted, the employee may, at their option, with management's approval, utilize any vacation, holiday, or compensatory time the employee has accrued.

### **Section 7.**

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. Should an employee who has exhausted earned sick leave elect to use vacation leave or compensatory time during a period in which Workers' Compensation is being received, the salary paid for such period 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 vacation leave.

### **Section 8. Non-Job Related Sick Leave Without Pay.**

- a. After earned sick leave has been exhausted, the Appointing Authority shall grant sick leave without pay for any non-job-incurred injury or illness to any otherwise qualified employee upon request for a period up to six (6) months provided such leave will not seriously hinder the work of the Agency. The Agency and employee shall meet or talk every three (3) months to discuss the employee's status. Extensions of sick leave without pay for any non-job-incurred injury or illness beyond six (6) months but not exceeding one (1) year must be approved by the Appointing Authority. The Appointing Authority may require that the otherwise qualified employee submit a certificate from the attending physician or practitioner in verification of disability resulting from job-incurred or non-job-incurred injury or illness for each request made.

The Agency may require medical certification from the attending physician every six (6) weeks. Otherwise qualified employees requesting leave without pay shall be offered alternate work in a reasonable and consistent manner if it is available and appropriate.

- b. In the event of a failure or refusal by an otherwise qualified employee on a non-job-related sick leave without pay to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled by registered letter to the last known address. Failure to return to work or supply a certificate within five (5) days of delivery or attempted delivery shall be deemed a resignation.

### **Section 9.**

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.

**Section 10.**

Upon request, employees may use hardship leave hours for parental leave.

Rev: 2015

**ARTICLE 16 - VACATION LEAVE**

**Section 1.**

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

After 6 months through 5th year	15 work days for each 12 months of service (10 hours per month)
After 5th year through 10th year	18 work days for each 12 months of service (12 hours per month)
After 10th year through 15th year	21 work days for each 12 months of service (14 hours per month)
After 15th year through 20th year	24 work days for each 12 months of service (16 hours per month)
After 20th year through 25 <sup>th</sup> year	27 work days for each 12 months of service (18 hours per month)
After 25 <sup>th</sup> year	30 workdays for each 12 months of service (20 hours per month)

**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 him/her 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.**

If an employee has a break in service and that break does not exceed two (2) years, they shall be given credit for the time worked prior to the break in service in determining accrual rate.

**Section 7.**

Time spent in actual State service or on military leave, educational leave, 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 8.**

Vacation hours may accumulate to a maximum of three hundred fifty (350) hours; however, in the event of separation or layoff any unused vacation up to three hundred (300) hours only will be paid to the employee. When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than three hundred (300) hours of accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the three hundred (300) hours. An 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.

**Section 9.**

Employees who work at least thirty-two (32) hours per month shall accrue vacation leave on a pro rata basis.

**Section 10.**

Upon reasonable notice to and approval of the Employer, employees shall be permitted to use any portion of, or all of their accrued vacation credits in any segment, except:

- a. That employees shall have their vacation time paid in full when they are laid off, terminated, or resign, retire or take educational leave without pay in excess of thirty (30) days;
- b. As provided for set-off of damages or misappropriation of State property or equipment on termination;
- c. To avoid losing vacation, the Employer may schedule the employee who has accrued two hundred fifty (250) hours to take vacation or make a cash payment in lieu of scheduling;
- d. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, seniority may be exercised only once in any calendar year.

**Section 11.**

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

## **Section 12.**

Employees that transfer from one (1) AFSCME bargaining unit to another AFSCME 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.

Note: Service dates are adjusted for breaks over fifteen (15) calendar days.

## **Section 13. Vacation Cashout.**

In addition to Article 16, Section 8 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. Employees shall receive payment within thirty (30) days from the date of their cash out request made through the human resources information system.
- c. After cash out, employees must have in their leave balance at least sixty (60) hours of accrued vacation leave hours;
- d. Payment shall be the employee's straight time rate of pay;
- e. Employees on unprotected leave without pay at the time the payment is requested are not eligible to cash out accrued vacation hours.

*Rev: 2017, 2019, 2021*

## **ARTICLE 17 - LEAVES WITH PAY**

Employees shall be granted a leave of absence with pay in accordance with the following;

- a. Service with a jury. The employee may keep any money paid by the court for serving on jury.
- b. Appearances before a court, legislative committee, or judicial body as a witness in response to a subpoena or other direction by proper authority when;
  - i. For matters relating to the employee's officially assigned duties, the employee will be granted leave with pay. The employee may not keep any money paid in connection with the appearance.
  - ii. For matters not related to the employee's officially assigned duties, where the employee is not the plaintiff or defendant, they will be granted leave with pay. The employee may keep any money paid in connection with the appearance.
  - iii. For matters not related to the employee's officially assigned duties, where the employee is an independent expert, or representing an outside business interest, or where the employee is the plaintiff or defendant, they will be granted accrued vacation, compensatory, or personal leave, at the employee's discretion. The employee may keep any money paid in connection with the appearance.
- c. 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 local organization of civil defense, for a period of no more than five (5) working days.

- d. Other authorized duties in connection with State business.
- e. An employee who has been employed in State Service for six (6) months or more, and who is a member of the National Guard or any reserve components of the Armed Forces of the United States, is entitled to leave of absence from the employee's duties for a period not to exceed fifteen (15) calendar days or eleven (11) working days in any federal fiscal year (October through September).
- f. An employee may be granted educational leave in which the Agency may defray a part or all of the cost, either through allotment or payment of salary. Such leave shall be granted only when the benefits to be realized by the State will outweigh the cost and inconvenience to the State. Each request for leave must be approved by the Agency Head or designee, who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.
- g. Interview leave shall be allowed pursuant to the following:
  - 1. 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.
  - 2. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to two (2) 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 two (2) hours of agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flex time within the same workweek.
  - 3. All interview leave time approved under Guidelines 1 and 2 must be recorded as IT on the employee's timesheet/time reporting period.
  - 4. Interview leave used shall not count as time worked for purposes of overtime.
  - 5. An agency shall not incur any employee reimbursement costs.

h. Bereavement Leave.

1. Notwithstanding the hardship or sick leave eligibility criteria in the agreement, employees shall be eligible for a maximum of twenty four (24) hours of paid bereavement leave per event of an immediate family member which shall be prorated for part time employees. The Agency may request documentation.
2. For employees that qualify for OFLA bereavement leave, paid bereavement leave under this agreement shall run concurrently with OFLA bereavement leave.
3. After OFLA eligible leave for bereavement leave is exhausted, if additional leave is needed, an employee may, with prior authorization, use any accrued leave or leave without pay at the option of the employee for a period of absence from employment to discharge the customary obligations arising from a death in the immediate family or employee's spouse.
4. Regular and trial service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must exhaust all available accrued leave to qualify to receive hardship leave.
5. For purposes of this article, 'immediate family' shall include:
  - \* the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child);
  - \* spouse;
  - \* child (and child's spouse) (includes a child for whom the employee stood in loco parentis and includes step child from a previous marriage);
  - \* sibling;
  - \* grandparent;
  - \* grandchild;
  - \* aunt or uncle;
  - \* niece or nephew;
  - \* or the equivalent of each of the above for domestic partners, or another member of the immediate household.Note: Immediate family shall include the current in-laws and step family members who qualify per the above list.

*Rev: 2015, 2017, 2019*

**ARTICLE 18 - LEAVE OF ABSENCE WITHOUT PAY**

**Section 1.**

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

## **Section 2.**

In instances where the work of an Agency shall not be genuinely hindered by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay.

## **Section 3.**

Time spent on leave without pay in excess of thirty (30) consecutive 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.

## **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.

*Rev: 2015, 2019, 2021*

## **ARTICLE 19 - PRE-RETIREMENT COUNSELING LEAVE**

Employees shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use. Authorization for use of pre-retirement leave shall not be withheld unless the Agency determines that the use of such leave shall hinder the efficiency of the employee's work unit. When the date requested for pre-retirement leave cannot be granted for the above reason, the Agency will work with the employee to find an alternate date. The leave discussed under this [Article/Section] may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance, and other retirement income.

*Rev: 2019, 2021*

## **ARTICLE 20 - HOLIDAYS**

### **Section 1.**

The following holidays will be recognized and paid for at the regular straight time rate of pay:

- a. New Year's Day on January 1.



- b. Martin Luther King's Birthday on the third Monday in January.
- c. President's Birthday on the third Monday in February.
- d. Memorial Day on the last Monday in May.
- e. Juneteenth on June 19.
- f. Independence Day on July 4th.
- g. Labor Day on the first Monday in September.
- h. Veteran's Day on November 11.
- i. Thanksgiving Day on the fourth Thursday in November.
- j. The Friday after Thanksgiving.
- k. Christmas Day on December 25.
- l. 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.

**Section 2.**

For all employees who work in positions that are staffed five (5) days a week, Monday through Friday, when a holiday falls on Saturday, the previous Friday shall be recognized as the holiday. When a holiday falls on 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, the recognized holiday will be the actual day specified in Section 1 above.

**Section 3.**

Employees who are required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular salary, to compensatory time off for the time worked or to be paid in cash for time worked at the discretion of the Employer. Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The additional compensation which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) of their straight time pay. Any compensatory time earned may be converted to cash payment by the Employer. Holiday benefits shall be prorated for part-time employee.

**Section 4.**

Where an employee has been approved to work an alternate work schedule such as a four (4) day, ten (10) hour workweek, management shall either revert the schedule to a five (5) day, eight (8) hour workweek or allow the employee to utilize other available paid leave for the balance of the holiday off.

**Section 5.**

Holidays which occur during vacation or sick leave shall not be charged against such leave.

**Section 6.**

Employees who work at least thirty-two (32) hours per month shall accrue holiday leave on a pro rata basis.

**Section 7.**

At the completion of six (6) full calendar months of service, full-time employees shall be entitled to eight (8) hours of personal leave with pay for each fiscal year (July 1 through June 30). Part-time and seasonal employees shall be granted such leave on a prorated basis at the completion of one thousand forty (1040) hours each fiscal year. Employees shall not accumulate more than eight (8) hours of personal leave nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Institution and the employee.

*Rev: 2015, 2021*

**ARTICLE 21 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT**

**Section 1. Travel and Mileage Allowance.**

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

**Section 2.**

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.

**Section 3. Moving Expenses.**

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.

*Rev: 2017*

**ARTICLE 22 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/  
UNDERPAYMENTS**

**Section 1. Overpayments.**

1. 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.
  5. In the event the employee was paid for hours not worked, subsections 1-4 shall not apply and the overpayment is subject to immediate recoupment.
2. 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.
  3. 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.

*Rev: 2019*

## **ARTICLE 23 - TRIAL SERVICE**

### **Section 1.**

All new employees appointed to a position, and those employees promoted, or reemployed after one (1) year in the same classification shall serve a trial service period of one (1) year.

### **Section 2.**

The supervisor shall evaluate the employee's work habits and ability to perform their duties satisfactorily within the trial service period. The Agency may remove an employee if, in the opinion of the Agency, 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. Such removals are not subject to appeal or the grievance procedure.

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 classification level unless charges are filed and they are discharged as provided in Article 21.

### **Section 3.**

An employee who is transferred to another position in the same class, or different class at the same or lower salary level in the Agency 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 4.**

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

### **Section 5. 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 (1<sup>st</sup>) of the month following ratification of the local agreement.
- d. This subsection applies to employees beginning their promotional trial service after the effective date of the local agreement.

*Rev: 2017*

## **ARTICLE 24 - DISCIPLINE AND DISCHARGE**

### **Section 1.**

The principles of progressive discipline shall be used except when the nature of the problem requires an immediate suspension, termination, reduction of pay, or demotion. A regular status employee may be suspended, reduced in pay, demoted, or dismissed only for just cause.

### **Section 2.**

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, unless a different time is requested by the employee and/or his Union representative and agreed to by the Agency. The employee shall be permitted to have an official representative present. The Appointing Authority may suspend the employee with pay or the employee may be allowed to continue work, as specified within the predissmissal notice.

### **Section 3.**

The dismissal of a regular status employee may be appealed by the Union directly to binding arbitration within thirty (30) calendar days from the effective date of the dismissal

### **Section 4.**

An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline. The reduction of pay, demotion and/or suspension of a regular status employee may be appealed to Step 3 of the Grievance Procedure within ten (10) calendar days from the effective date of the action. If the appeal is not resolved at Step 3, the Union may appeal the action to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days after receiving the response from the Agency. The Labor Relations Unit shall respond to the grievance within fifteen (15) calendar days. If the grievance is unresolved, the Union may submit the issue to arbitration within fifteen (15) calendar days after receiving the response from the Labor Relations Unit.

### **Section 5.**

The parties agree that prior to arbitration of a disciplinary action involving a question of professional competence, either party, with notice to the other, may submit the issue to either the Board of Dentistry or the Oregon Dental Association for that organization's review and comment. Such comments will be considered advisory to both parties.

### **Section 6. Selection of an Arbitrator.**

The parties agree that an arbitrator chosen to resolve disputes pursuant to this Article, shall have special qualifications. Special qualifications means an arbitrator who is referred by the Employment Relations Board or a dentist acceptable to both parties.

### **Section 7.**

The arbitrator's fees shall be paid by the losing party. Should the award be unclear regarding who is the losing party, the arbitrator will determine respective costs for each party and make this part of the award.

### **Section 8.**

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local union steward or an AFSCME Council Representative before the interview, but such consultation shall not cause an undue delay.

REV: 2021

## **ARTICLE 25 - GRIEVANCE PROCEDURE**

### **Section 1.**

A grievance shall be any disagreement or dispute which arises concerning the application, meaning, or interpretation of this Agreement. The written grievance shall be filed using the procedure in Section 2.

### **Section 2.**

**Step 1.** Any employee, with notice to the Union, or the Union on the employee's behalf may file a grievance in writing with their immediate supervisor, with a copy to the Agency Labor Relations Manager, within thirty (30) calendar days of the alleged action or the date the employee and the Union knew or should have known of the alleged action; however, appeals of discipline or discharge shall be pursuant to Article 21, Discipline and Discharge. Grievances shall be submitted on the AFSCME Grievance Form. The immediate supervisor shall respond in writing to the grievance within fourteen (14) calendar days after receipt of the grievance to the employee, with a copy to the Union and the Labor Relations Manager.

**Step 2.** If the grievance remains unresolved at Step 1, it may be appealed within fourteen (14) calendar days after the supervisor's response was due, to the Health Services Administrator. The Health Services Administrator or their designated representative, shall respond in writing to the employee, with copies to the Union and the Labor Relations Manager, within fourteen (14) calendar days after receipt of the grievance.

**Step 3.** If the grievance remains unresolved at Step 2, it may be appealed within fourteen (14) calendar days after the supervisor's response was due, to the Labor Relations Administrator. The Labor Relations Administrator, or their designated representative, shall respond in writing to the employee, with copies to the Union within fourteen (14) calendar days after receipt of the grievance.

**Step 4.** If the grievance remains unresolved at Step 3, it may be appealed within fourteen (14) calendar days after the Step 3 response was due, to the Department of Administrative Services Labor Relations Unit. The Labor Relations Unit shall respond within fourteen (14) calendar days after receipt of the grievance. 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@das.oregon.gov](mailto:LRU@das.oregon.gov).

**Section 3.**

In the event the response from the Labor Relations Unit 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 4.**

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

**Section 5.**

The Union or the grievant shall not expand upon the original elements and substance of the written grievance. However, the Union or the employee may modify the Articles cited as being violated and the remedy requested prior to Step 2 of the Grievance Procedure.

**Section 6.**

Any grievance, having progressed through the steps as outlined in this Agreement may be submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be made within thirty (30) calendar days of the receipt of the response from the Labor Relations Unit, or the response's due date, whichever is earlier. In the case of discharge, as outlined in [Article 24 – Discipline and Discharge](#), the thirty (30) day period will begin with the date the Employer discharged the employee.

Failure to file for arbitration within the specified thirty (30) calendar day period shall constitute forfeiture of claim and the case shall be considered closed by all parties.

**Section 7. Selection of the Arbitrator.**

The Union request for arbitration will be made through the process established by the Employment Relations Board, or successor Agency. The Union will provide [State-Arb-Notice@Oregon.gov](mailto:State-Arb-Notice@Oregon.gov) as the Employer contact email, and will request from the Oregon State Employment Relations Board the names of five (5) Oregon or Washington Arbitrators.

The Parties will select an Arbitrator by alternately striking names, with the moving party striking first, from the 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.

### **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. 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.

### **Section 9.**

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 10.**

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 11. 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, 2021*

## **ARTICLE 26 - PERSONNEL RECORDS**

### **Section 1.**

The Chief Human Resources Office human resource information system is the system of record for all employee records and official employee Personnel File electronic and paper documents for which there are appropriate document categories in the system.

The department, or agency under agreement to provide human resource services, stores paper documents of the official employee Personnel File and paper documents that are not yet able to be kept in the human resource information system. The department, or agency under agreement to provide human resource services, also stores paper documents of the official employee Personnel File that predate January 1, 2019.

### **Section 2.**

An employee may, upon request, inspect and obtain a copy of digital or paper documents of their official employee Personnel File, paper documents that are not yet able to be kept in the human resource information system and paper documents of the official employee Personnel File that predate January 1, 2019. No grievance shall be kept in the Personnel Files after the grievance has been resolved except the resolution.

### **Section 3.**

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 the employee's Personnel File provided the following disclaimer is attached:

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

If an employee is not available within a reasonable period of time to sign the material or the employee refuses to sign the material, the Department may place the material in the file provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the employee at the employee's address of record. A copy will also be mailed to the Union.

#### **Section 4.**

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, the employee shall be entitled to prepare in writing an explanation or opinion regarding the prepared material. This shall be attached to the disputed material included as part of the personnel record until the material is removed.

#### **Section 5.**

An employee may include in the Personnel File copies of any relevant material the employee wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects credibly on the employee. The employee's supervisor/manager will ensure the documents are submitted into the employee's official Personnel File in the human resource information system.

#### **Section 6.**

At the employee's request, record of disciplinary actions shall be removed two (2) years after the effective date of the action provided no incident of a similar nature has been documented in the intervening time. The employee will be sent the requested document within five (5) work days from the receipt of request. 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 7. Supervisory/Managerial Working Files.**

- A) An employee's supervisor/manager may maintain a Working (non human resource information system) 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 cannot 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. Such document(s) shall be removed upon mutual agreement between the supervisor and employee.
- F) Any information in a Working File that is past the retention schedule shall not be used in a disciplinary action so long as no reoccurrence of a similar nature has taken place in the intervening period.

### **Section 8.**

Personnel Files and Working Files shall not be accessible by state employees beyond the immediate supervisor, the Agency Human Resource Director, human resource staff, the subject employee, employees with a work related business need as authorized by the Agency Human Resource Director, and anyone specifically authorized in writing by the subject employee.

REV: 2019, 2021

## **ARTICLE 27 - LAYOFF**

### **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 service for involuntary reasons not reflecting discredit on an employee. An employee shall be given written notice of a pending layoff at least fifteen (15) days before the effective date stating the reason for the layoff. The Union will be notified as soon as the Agency anticipates any reduction of dentists pursuant to this Article.

It is understood that when an employee who is to be laid off possesses recognized Board specialty certification, the Agency may hold that employee in active status, while laying off the next employee in service credit order in the employee's stead. When it is necessary to hold an employee, who would otherwise be laid off, the Agency will document the need and such documentation shall be accessible to the Union for its review. Any dispute in this regard may be taken up as a grievance by the Union.

### **Section 3.**

- a. Seniority Definition. Seniority is the Layoff Service Date, which is the date the employee began State service (except as a temporary appointee as adjusted for break(s) in service.
- b. Break in Service. A break in service is a separation or interruption of employment without pay for more than two (2) years. If an employee has a break in service that does not exceed two (2) years, they shall be given credit for the time worked

prior to the break in service. Seniority will also be adjusted for leaves without pay in excess of one (1) year. Leave without pay pursuant to USERRA shall be recognized as service time pursuant to law.

- c. Seniority Frozen. When an Agency Intends to Initiate a Layoff. The Agency will notify the Union in writing that all seniority will be frozen from the date of notice for a period not to exceed three (3) months. However, during the period when seniority is frozen, the employee will continue to accumulate time toward seniority for purposes of future computations. The three (3) month freeze may be extended by mutual written agreement of the Union and the Agency.
- d. Equal Seniority. If it is found that two (2) or more employees in the Agency in which the layoff is to be made have equal seniority, then the greatest length of continuous service in the Agency shall be used. If ties between employees still exist, the order of layoff shall be determined by the Appointing Authority by using a lottery process as a final tie breaker to identify the order of layoff. The lottery process will include the following elements:
  - a. Agency and Union representatives will be present to witness the lottery process.
  - b. A double blind selection process will be employed. There will be one (1) 'hat' with employee names and one (1) 'hat' containing numbers.
  - c. One (1) representative shall pull names from the 'hat' and another representative will pull from the 'hat' containing numbers.
  - d. The employee with the number 'one' ('1') will be considered to be the 'most senior' employee. The employee with the number 'two' ('2') will be considered the next 'most senior' employee. This process will continue until names and numbers are pulled and employee order of layoff is established.
  - e. The results of the process in determining the order of layoff of employees with the same seniority scores will be used to determine the order of recall from the layoff list for these employees.
  - f. Any disputes or decisions reached as a result of the process described herein shall not be subject to the grievance procedure.

#### **Section 4.**

An employee shall not be required to displace another employee who works less hours than they work at the time of layoff. If the employee bumps into a position that carries more hours, then they must assume those hours.

#### **Section 5. Layoff List.**

A layoff list shall be a list of employees by geographic area who are laid off from the Agency. Such lists are maintained in inverse order of layoff for the geographic area. No new employees may be hired within that geographic area until all employees on the layoff list have been offered reemployment. Names shall be maintained on the appropriate layoff list(s) for two (2) years from the effective date of layoff.

## **Section 6. Options in Lieu of Layoff.**

Any employee who is given notice of layoff may file a written request to exercise an option in lieu of layoff with the Appointing Authority within five (5) workdays of receipt of such notice. The employee's options shall be as follows:

1. Any employee notified of layoff may displace the lowest seniority employee in the worksite provided the employee can perform the specific requirements of the position.
  - a. When an employee cannot displace the lower seniority employee in the worksite, the employee may displace the lowest seniority employee within the Metropolitan area of which the worksite is located. The employee must be able to perform the specific requirement of the position Metropolitan area is: Portland/Wilsonville, Salem, Umatilla/Pendleton, and all others are considered independent.
  - b. If no positions are available under option 1a, the employee may displace the lowest seniority employee east or west of the Cascades, provided the employee can perform the specific requirements of the position.
  - c. If no positions are available under option 1b, the employee may displace the lowest seniority employee statewide.
2. Any employee notified of layoff may voluntarily fill any vacancy management intends to fill at any worksite provided the employee can perform the specific requirements of that position.
3. The employee may elect to be laid off. An employee who elects to be laid off shall be placed on the Agency recall list for the classification from which they were laid off. Recall will occur in reverse order of layoff unless special qualifications prevent this. Recall eligibility will continue for two (2) years from date of layoff. A laid off employee may displace a temporary employee if they can fully fulfill the specified requirements of the temporary appointee's assignment.

## **Section 7.**

Moving expenses shall be assumed by the employee.

## **Section 8. Temporary Interruption of Employment.**

When work is not available due to a temporary situation beyond the Agency's control, employees in the affected work unit may have their employment temporarily interrupted for up to fifteen (15) calendar days without this being considered a formal layoff under this Article. Temporary workload fluctuations will not be considered as justification for invoking this provision.

Should such a temporary interruption of employment occur, employees so affected will be allowed to use any form of accrued paid leave including vacation, compensatory time

off, or personal leave or will be placed on leave without pay where the affected employee(s) have insufficient compensatory time to cover the period of interruption. If limited work is available within the affected work unit, it will be offered to employees by seniority, within the affected classifications, during the period of the temporary interruption provided that if current seniority scores are available, those scores shall be utilized and if special skills are needed, this section shall not apply.

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.

*Rev: 2015*

## **ARTICLE 28 - 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 (2) 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 (1) 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 29 - QUARTERLY CHECK-INS**

Supervisory managers shall conduct check-ins with their employees on a quarterly basis. If a quarterly check-in does not occur, the employee may request a check-in for the missed time period. Supervisory managers shall conduct the requested check-in within thirty (30) calendar days.

The employee shall have the opportunity to provide their input during the quarterly check-in process. No notes shall be made about an employee outside of those notes accessible by the employee.

Quarterly check-ins are not grievable nor arbitrable under this Agreement and cannot be used for discipline.

*REV: 2021*

## **ARTICLE 30 - FILLING OF VACANCIES AND REASSIGNMENT**

### **Section 1.**

The DOC/HR shall e-mail each dentist notifying them of a vacancy in the bargaining unit. Any dentist wishing to transfer into that vacancy shall have ten (10) working days to respond to the HR requesting the transfer. All other factors being equal, the dentist with the earliest recognized service date will be offered the position. Other factors include, but are not limited to, the employee's personnel record, type of licensure, licensure restrictions, etc.

### **Section 2.**

The parties agree to discuss the impact of temporary reassignments from one facility to another in labor/management committee.

## **ARTICLE 31 - CLINICAL MATTERS**

### **Section 1. Dental Assistants.**

At least one staff dentist (selected by the Institution Dental Department) shall participate on the interview panel when hiring dental assistants. When only one (1) staff dentist participates on the interview panel, a second dentist, the Dental Director, or the Dental Operations Manager will participate in the final selection process when hiring dental assistants. Dentists shall have input on every performance appraisal of the dental assistant, shall provide feedback during the trial service process (at the 2<sup>nd</sup> and 4<sup>th</sup> month) of dental assistants, and shall provide ongoing feedback in regards to performance deficiencies of the dental assistants. Dentists shall report to dental management to address performance of their dental assistant. Dental Assistants' certification shall be stored on a shared drive for review.



## **Section 2. Therapeutic Level Care.**

T.L.C. meetings shall be conducted on at least a bi-monthly schedule by management where dentists will be allowed input with discussion of current case loads and new standards of practice. A portion of these meetings will be opened to dentists only so as to provide an environment for open dialogue.

## **Section 3.**

The work environment in each institution's dental clinic shall be held to current Dental Standards, CDC, OSHA Guidelines and the Oregon Dental Practice Act. The Sterilizer Spore Test Results, Amalgam Separator Cartridge Replacement Date and X-Ray Head Calibration shall be stored on a shared drive for review.

Any allegations of violations shall be presented to the Medical Services Manager of the Institution, the Dental Operation Manager and the Dental Director.

## **Section 4. Allegations of Practice Deficits.**

Whenever management receives a complaint that reflects critically upon a dentist's practice, the Supervising Dentist may conduct a review as they deem appropriate but in no instance will non-management employees other than the complainant be interviewed without first notifying the dentist that a complaint was made and will be investigated. If management has determined the situation may lead to disciplinary action, management shall conduct an investigatory meeting with the dentist. Within thirty (30) days of the meeting, the dentist shall be notified in writing if no disciplinary action will occur.

*Rev: 2017*

# **ARTICLE 32 - EMPLOYEE RIGHTS**

## **Section 1.**

Off duty activities of employees will not subject them to disciplinary action by the Agency unless such activities are illegal or a conflict of interest with the employee's duties or the mission of the Agency.

## **Section 2.**

Employees who are the subject of a formal Agency complaint or investigation shall be assured the following rights:

- a. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the federal and State Constitutions and Laws.
- b. Allegations of a non-practice nature. The employee shall be informed of the nature of the complaint or charges prior to the initiation of investigatory interviews with non-management employees and before the employee is required to respond to questions concerning the complaint or charges. Such interview shall normally occur during employee paid time.

- c. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to counsel and/or Union representation prior to and/or during the interview.
- d. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.
- e. 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.
- f. Notice requirements pursuant to this Article will not apply where the employee is under investigation for violation of the Controlled Substances Act, or violations which are punishable as felonies or misdemeanors under Oregon Law. Also the employee will not be notified if doing so would jeopardize the criminal investigation.

### **ARTICLE 33 - INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE**

#### **Section 1.**

- a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement/environmental weather, weather related or hazardous conditions, including active shooter or threat of violence. 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 a.m.; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as mass notification systems, 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 1<sup>st</sup> of each year. Notifications do not apply to employees who are required to report to work. For purposes of this Article essential staff are those staff who cannot perform their core job duties or essential Agency functions from a remote work location. Essential staff/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). Essential staff who are required to report to work by the Employer/Agency shall be on approved leave without pay status if absent, unless the employee elects to use accrued leave. If an employee shows up within two (2) hours of their scheduled shift, subject to operating requirements and supervisory approval, they may make up the work time missed during the same workweek, provided work is available.
- 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 flex their time with manager's

- approval, or cover the time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.
- c. When the Department of Administrative Services/Agency chooses to close an office or facility before the start of an employee's work day the employee may, with their manager's approval:
1. work from home, or
  2. work from an alternate work location that is no more than fifty (50) miles from their regular work location, which has been identified by mutual agreement between the employee and the supervisor.

## **Section 2. FLSA Non Exempt Employees Only.**

If no work is available or the employee is unable to work from home or alternate work location, the employee will:

1. use accrued vacation hours, compensatory time off, personal leave time, leave without pay; or,
2. use 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. The employee may be approved to flex their time to engage in training through the electronic employee training platform or other Agency approved resources remotely. Such approval will not be unreasonably denied. Employees engaging in these options will waive their shift differential for such time; or,
4. Complete supervisory approved remote training course.

Once the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more Agency closures during the biennium, if unable to work remotely, the employee will use accrued vacation hours, personal leave 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.

## **Section 3. FLSA Exempt Employees.**

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift FLSA exempt employees 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 (1) or more full workweek(s)

## **Section 4.**

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.

Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculations.

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.

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

**Section 5.**

When in the judgment of the Employer/Agency, inclement/environmental, weather or weather-related or hazardous conditions, including active shooter or threat of violence 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 6. Alternate Work Sites.**

Employees may be assigned or authorized to report to work at an alternative work site(s), including non-DOC worksites, and be paid for the time worked.

Employees who have been pre-approved to work remotely and unable to complete their assigned duties due to a loss of electricity or loss of the internet providers service due to inclement conditions will pursue alternative methods for completing their assigned duties. However, employees unable to work through an alternative method will be eligible for inclement conditions leave not to exceed the forty (40) hours a biennium.

**Section 7. Late or Unable to Report.**

Where the Agency remains open and an employee notifies their supervisor that they are unable to report to work, or will be late, due to inclement weather, weather-related, or hazardous conditions including active shooter or threat of violence, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal leave or approved leave without pay. Where the Employer and the employee mutually agree, the employee may be permitted to flex their time.

**Section 8. 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 9. 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 10.**

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

### **Section 11.**

If the Employer/Agency anticipates the inclement condition will last longer than fourteen (14) calendar days, the Parties will meet and discuss impacts of the inclement weather and/or hazardous conditions.

*Rev: 2017, 2021*

## **ARTICLE 34 - 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, 2023. 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, 2022 and December 31, 2022. Negotiations for a successor agreement will start between February 15, 2023 and March 15, 2023.

*Rev: 2015, 2017, 2019*

## **ARTICLE 35 - DIFFERENTIALS**

When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than five (5) consecutive days, or forty (40) consecutive straight time hours, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment at a rate which is not less than the equivalent of a one (1) step increase, or the bottom of the higher range when no salary overlap exists between the ranges.

- a. When formally assigned in writing, an employee assigned to interpret to or from another language to English will receive a differential of five percent (5%) of base pay. Employees officially assigned in writing will be required to pass a standardized test to be eligible for this differential.
- b. The Agency will pay the cost for the employee to take the initial test. If the employee does not pass the test and the employee wishes to retake the test, the employee will pay the cost of additional tests.

## **ARTICLE 36 - JOB SHARING**

### **Section 1.**

“Job sharing position” means a full-time position in the classified service that may be held by more than one (1) individual on a shared time basis whereby the individuals holding the position work less than full-time. Employees who are in a job share position shall be part of the bargaining unit and the Union shall be notified of such status.

### **Section 2.**

Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the Supervising Dentist to be considered for job share positions. The Supervising Dentist shall determine if job sharing is appropriate for a specific position and will recruit and select employees for job share positions. Where the Supervising Dentist determines job sharing is appropriate, management agrees to provide written notification to all job share applicants of available job share positions in their bargaining unit

### **Section 3.**

Job share 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 share employees shall be entitled to share the full Agency paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled per week or per month whatever is appropriate. In any event, the Agency contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Agency paid insurance benefits and the full premium amount through payroll deduction.

### **Section 5.**

For purpose of layoff, employees filling a job share position shall be considered as a part-time employees at the time the position has been affected by a layoff.

### **Section 6.**

If a vacancy exists and if the Supervising Dentist determines that a job sharing is not appropriate for the position or if the Supervising Dentist is unable to recruit qualified employees 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 Supervising Dentist, the remaining employee may elect to transfer to a vacant part-time position in the same classification which management intends to fill. If the above conditions are not available or acceptable, the employee agrees to resign.

## **ARTICLE 37 - LIMITED DURATION APPOINTMENT**

### **Section 1.**

Persons may be hired for workload reasons or 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 normally be for a stated period not exceeding two (2) years, except extended by legislative or Emergency Board action or continued inability to fill a permanent position on a full-time basis. Such appointment shall expire upon termination of the special study or project or when the need to cover the workload is met by appointment of a full-time employee.

### **Section 2.**

- a. No newly hired person on a limited duration appointment shall be entitled to rights under the layoff procedure and shall be so notified.
- b. A person appointed from AFSCME regular status within the bargaining unit to a limited duration appointment shall be entitled to rights under the layoff procedure within their Agency.

## **ARTICLE 38 - WORK SCHEDULE**

### **Section 1.**

The parties recognize that office hours for dental clinics at DOC facilities are eight hours per day, Monday through Friday, roughly 0700 to 1530. This requires that, during the time, dentists be available to perform chairside dental procedures, which shall be completed within reasonable time frames as established by the Medical Services Manager and the Dental Director.

### **Section 2.**

Dentists may request approval to work a schedule that is different from the normal office hours of the DOC, such as a schedule regularly working four, ten hour days. Management shall have the discretion to approve such requests after considering the following factors:

- (1) The personal needs of the dentist making the request: and
- (2) The operational needs of the Department. For purposes of this Letter, operational needs include the practice needs of the Department as determined by the Medical Services Manager and the Dental Director, and the following factors shall be taken into consideration:
  - (a) Patient dental needs at all institutions.
  - (b) Chairside time with the dental assistant shall not be diminished because of the alternate work schedule.
  - (c) Availability of other support staff.
  - (d) Normal functioning hours of institution Health Services.
  - (e) Equipment availability, with the understanding that productivity per hour expectations for dental team shall be the same, regardless of work schedules.

**Section 3. Request to Temporarily Modify an Existing Work Schedule.**

Subject to the operating needs of the Agency, an employee may, with their supervisor's advance approval, temporarily modify their work schedule (regular or alternate) within a workweek, not to exceed forty (40) hours.

**Section 4.**

Such approval shall not be unreasonably withheld.

**Section 5.**

Alternative schedules may be terminated after considering the above factors whenever, in the judgment of the Medical Services Manager and the Dental Director, the needs of the Department so require.

**Section 6.**

If a dentist is assigned by the Dental Director to work on a special project at a work location other than their home institution(s), the Dental Director shall be responsible for the hours of work.

*Rev: 2017*

**ARTICLE 39 – 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*

**ARTICLE 40 – 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 41 – AIR QUALITY**

### **Section 1.**

The Air Quality Index (AQI) was developed by the US Environmental Protection Agency as an indicator of overall air quality and is based on the five (5) criteria pollutants regulated under the Clean Air Act: ground-level ozone, particulate matter, carbon monoxide, sulfur dioxide, and nitrogen dioxide. Employee exposure levels to wildfire smoke is determined by the current workplace ambient air concentration for particulate matter 2.5 (PM2.5), regardless of the concentrations for other pollutants.

### **Section 2. Outdoor Work and Air Quality.**

Employees who are required to work outside when outdoor air concentration for PM2.5 reach at or above 55.5 ug/m<sup>3</sup> (equivalent to an AQI at or above 151) will be provided with the appropriate OSHA recommended safety equipment.

### **Section 3.**

When elevated AQI levels require a building closure or delayed opening, the Inclement Conditions/Hazardous Condition Leave will apply. All other provision of [Article 33—Inclement Weather/Hazardous Conditions](#) apply for elevated AQI which falls under a Hazardous Condition.

*NEW: 2021*

## **ARTICLE 42 - WORKING REMOTELY**

### **Section 1.**

Oregon state government encourages working remotely where it is a viable option that benefits both the employee and the agency. Use of remote work options promote the health and safety of Oregonians; ensures high-quality work and optimal use of resources for agencies; ensures cultural, equity and accessibility issues are addressed

in a meaningful way; and supports flexibility and work-life balance for employees. It also offers the opportunity to be more flexible in interactions with the Oregonians we serve and decreases an agency's impact on the environment. Remote work arrangements are subject to the State Policy 50.050.01 (Working Remotely) and the terms and conditions of this collective bargaining agreement.

## **Section 2.**

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

## **Section 3. Remote Work Requests.**

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

## **Section 4. Remote Work Denials or Rescissions.**

If an employee's request to work remotely is denied or rescinded, the supervisor must provide a timely written response to the employee documenting the reason(s) for the denial or rescission. Rescissions of remote work by the employer may be made with seven (7) days advance notice. The Agency or the employee may terminate individual agreements, in whole or in part, upon seven (7) days notice. Employees who have either rescinded their remote work or had their remote work rescinded by the employer shall be eligible to be considered for remote work in the future.

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

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

## **Section 6.**

- A. Any alleged violations of this Article may be appealed directly to the DAS Labor Relations Unit within thirty (30) days of the alleged violation. Such appeals are not arbitrable.
  
- B. Any alleged violations of sections (3) or (4) of this article may be appealed directly to an appeal panel consisting of a representative of the DAS LRU and a Union designee. Decisions and remedies shall be rendered by the panel no later than thirty (30) days after receipt of the appeal by the panel. The decision and remedy are not arbitrable and will be binding on the parties. If no decision is rendered by the panel then the supervisor's decision will stand.

### **Section 7. Equipment.**

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

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

### **Section 8. Remote Work Supplies.**

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

### **Section 9. Remote Worksite.**

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

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

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

### **Section 10. Work Location, Mileage and Travel Time.**

The employee's central worksite will be assigned by the agency. In addition, employees may be required to report to Agency or non-Agency locations for purposes such as meetings, training sessions and policy/practice coverage. Business visits, meetings with Agency customers or meetings with co-workers shall not be held at the remote worksite unless approved by the employee's supervisor. Mileage will be paid in accordance with the DAS OAM Travel Policy. Travel time will be compensated in accordance with the Fair Labor and Standards Act (FLSA).

### **Section 11. Expectations and Goals.**

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

Employees Working Remotely Acknowledgement Form in the state human resources information system.

**Section 12. Training.**

Appropriate training will be provided for participating managers and employees.

**Section 13. Other Provisions.**

These provisions are applicable to all Sections listed above.

- A. Call back and overtime will be handled as outlined in the applicable provisions of this collective bargaining agreement.
- B. Since supervisors must continue to be in a position to evaluate employee performance, certify the accuracy of time sheets and attendance records, and perform a variety of other supervisory responsibilities, employees should anticipate that, in addition to being supervised pursuant to normal office procedures, there will also be the possibility that they will receive telephone calls at the phone number employees have designated in their remote work arrangement.
- C. In the event of a work stoppage, remote work arrangements utilized by represented employees shall be suspended.
- D. Members have the right to Union representation as enumerated in this collective bargaining agreement or as guaranteed by the law.
- E. The Agency or the Union may initiate discussions with the other party to develop working groups to consider options relating to remote work.

*NEW: 2021*

**LETTER OF AGREEMENT - ARTICLE 9, 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 9, 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, 2023.

**LETTER OF AGREEMENT - ARTICLE 12 – 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).

For Plan Years 2021, 2022 and 2023 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 12, 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 Years 2021, 2022 and 2023. The part times subsidy shall be determined by PEBB for each plan year.

## **LETTER OF AGREEMENT ARTICLE 12, 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, 2023.

## **LETTER OF AGREEMENT – DENTIST AND DENTAL ASSISTANT MEETING**

This Letter of Agreement is executed between AFSCME Council 75 on behalf of the Department of Corrections Dentists (Union) and the State of Oregon, acting through the Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Corrections (Agency).

A committee comprised of two (2) Dentists and two (2) Dental Assistants will draft an agenda for a combined meeting for review and approval by the Dental Operations Manager. This combined meeting will occur no later than June 30, 2021.

The primary purpose of this combined meeting is to provide joint training, team building and an overview of Dental Practice Act.

The location and format of the meeting will be based on management discretion.

This Letter of Agreement will sunset on June 30, 2023.



## **LETTER OF AGREEMENT – LIMITED DURATION ROVING DENTIST**

This Letter of Agreement is executed between AFSCME Council 75 on behalf of the Department of Corrections Dentists (Union) and the State of Oregon, acting through the Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Corrections (Agency).

As a pilot, DOC would like to utilize a Limited Duration Roving Dentist. The purpose of the Limited Duration Roving Dentist will be to provide statewide coverage and address patient backlog at various institutions.

A person accepting an appointment to the Limited Duration Roving Dentist 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. That the appointment may cease at any time.
- c. That persons who accept a limited duration appointment who were formerly classified State employees, from AFSCME, within the bargaining unit, are entitled to rights under the layoff procedure starting from the prior class within the Agency. No newly hired person on a limited duration appointment shall be entitled to rights under the layoff procedure and shall be so notified.
- 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 representation under this Agreement.

This Agreement terminates June 30, 2023, unless extended by mutual agreement of the Parties.

## **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 10<sup>th</sup> 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 – 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. 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, 2023 unless renewed by the Parties or the Parties agree to amend its provisions.

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

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

The Parties agree to the following:

When a situation exists that would otherwise allow state employees to access Inclement Weather/Hazardous Conditions Leave, but if an employee is required to report to work in person, the employee shall be paid a differential of one dollar (\$1.00) per hour for actual hours worked.

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



## **LETTER OF AGREEMENT – NATURAL DISASTER LEAVE**

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

This Letter of Agreement shall supersede any conflicting provisions in the collective bargaining agreements for the duration of the Letter of Agreement.

We recognize that state of Oregon employees provide essential services and benefits to Oregonians every day. Their work is often the last or only option for support when Oregonians are faced with an emergency.

1. An employee who, due to a natural disaster, has:
  - a. lost their home (primary residence);
  - b. lost use of their primary residence (deemed uninhabitable); or
  - c. lost access to their primary residence,shall be eligible for a maximum of eighty (80) hours of paid administrative leave, prorated for part-time employees. This leave will be available for intermittent use.
2. Employees who have used the eighty (80) hours of paid administrative leave identified in #1 may request donated leave. Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their accrued vacation or compensatory leave.

This Letter of Agreement will sunset on June 30, 2023, unless extended by mutual agreement.

## **LETTER OF AGREEMENT – PAYROLL COMPUTATION PROCEDURES**

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services (DAS), Labor Relations Unit (LRU) and AFSCME Council 75 (Union).

The State Of Oregon is continuing the modernization effort of replacing their legacy systems, including the current payroll and time tracking systems. The Payroll and Time Tracking Replacement Project has identified July 1, 2022 as the projected “go-live” date of transitioning to the modernized system.

The purpose of this Agreement is to create a statewide joint labor-management committee to explore the impact on employees of the transition to a new payroll system. The committee may make recommendations or develop a report on their findings. Any recommendations or changes to mandatory subjects of bargaining will be brought to the successor bargaining or interim bargaining as appropriate.

Current timing of paychecks and rate of pay will be maintained.

## **LETTER OF AGREEMENT – PANDEMIC RECOGNITION PAY**

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

In recognition employees were asked to take greater personal risks during the COVID-19 pandemic by being required to show up to work in person while some employees were able to work remotely, the Parties agree to the following:

Employees designated as frontline workers between March 2020 and June 2021 will receive a one-time payment based on the following criteria:

- 1) Frontline worker definition: A frontline worker is someone who has a job that puts the individual at higher risk for contracting COVID-19 because of:
  - Regular close contact with others outside of their household (less than six (6) feet); and
  - Routine (more than fifteen (15) minutes per person(s)) close contact with others outside of their household; and
  - They cannot perform their job duties from home or another setting that limits the close or routine contact with others outside of their household.
  
- 2) Payments will be made as follows:
  - a. Frontline workers who worked between four hundred and eighty (480) non-telecommuting hours to one thousand and thirty-nine (1,039) non-telecommuting hours will receive a one-time payment of one thousand fifty dollars (\$1,050). Regular hours count towards the non-telecommuting hours.
  - b. Frontline workers who worked one thousand forty (1,040) non-telecommuting hours or more will receive a one-time payment of one thousand five hundred fifty dollars (\$1,550). Regular hours count towards the non-telecommuting hours.
  - c. In addition to qualifying for one (1) of the above two (2) payments, recognition will be provided to frontline workers who worked two hundred (200) or more overtime hours during this period with an additional one-time payment of five hundred seventy-five dollars (\$575).
  
- 3) Payments issued through this Letter of Agreement will be considered wages for tax purposes and are PERS subject.

**LETTER OF AGREEMENT – STATE POLICY 50.050.01 WORKING REMOTELY  
UPDATES**

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (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 nothing in this Agreement shall constitute a waiver of any Party's rights, claims or defenses with respect to mandatory subjects of bargaining and the impacts of changes to the state policy 50.050.01 Working Remotely policy.

This Agreement becomes effective on the date of the last signature below and ends June 30, 2023.

## **LETTER OF AGREEMENT – CHILDCARE AND ELDERCARE EXPLORATORY COMMITTEE**

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

The purpose of this Agreement is to create a statewide joint labor-management committee to explore the significant impact that a local of access to affordable child care and elder care has on working parents and families.

This exploratory committee will determine the feasibility of establishing a childcare/eldercare fund to help offset the cost of dependent care for State employees.

The committee will produce a report that contains the committee's recommendations for how the State can support employees' needs for dependent care.

The committee will be comprised of equal numbers of union and management representatives. AFSCME will appoint three (3) members to the committee. Participants on the Committee will be on paid status and shall be reimbursed for authorized travel expenses as per State Travel Policy. Agencies will not incur any overtime as a result of Committee meetings or travel. Flexing schedules will be allowed to avoid overtime.

That State will assign staff to support and facilitate work of the advisory committee.

The committee will convene no later than six (6) months after the effective date of the contract. The committee will complete their work by December 31, 2022.

## APPENDIX A – SALARY SCHEDULES

SALARY SCHEDULE AS OF JULY 1, 2021										
<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>
47S	AP		13289	13918	14578	15272	15998	16754	17548	18380

SALARY SCHEDULE AS OF DECEMBER 1, 2021										
<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>
47S	AP		13621	14266	14942	15654	16398	17173	17987	18840

SALARY SCHEDULE AS OF DECEMBER 1, 2022										
<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>
47S	AP		14043	14708	15405	16139	16906	17705	18545	19424

**2021-2023 SIGNATURE PAGE**  
**AFSCME – DENTISTS AT DEPARTMENT OF CORRECTIONS**

Signed this 12 day of January, 2021 at Salem, Oregon.



**FOR THE  
STATE OF  
OREGON**

Handwritten signature of Katy Coba in blue ink.

Katy Coba, State Chief Operating  
Officer  
Department of Administrative Services  
(DAS)

Handwritten signature of Madilyn Zike in black ink.

Madilyn Zike, Chief HR Officer  
DAS Chief Human Resources Office  
(CHRO)

Handwritten signature of Kristina Koos in black ink.

Kristina Koos, Labor Relations Manager  
DAS CHRO Labor Relations Unit



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

Handwritten signature of Jade McCready in black ink.

Jade McCready  
AFSCME Council 75 Representative

**DAS** DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES  
**Department of Administrative Services**  
**Chief Human Resources Office**  
**Labor Relations Unit**  
**155 Cottage Street NE**  
**Salem, OR 97301-3971**  
**LRU@das.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>