



COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF
ADMINISTRATIVE SERVICES

on behalf of the
DEPARTMENT OF
ENVIRONMENTAL QUALITY

and

AFSCME

LOCAL 3336 / COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2023
-
2025

DEQ

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PREAMBLE

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of the Department of Environmental Quality (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees, Local 3336 (hereinafter the "Union"), for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

Section 1.

The Employer and the Agency recognizes the Union as the sole and exclusive bargaining agent for: All classified employees of the State of Oregon, Department of Environmental Quality, excluding supervisory, confidential, managerial, temporary, and part-time employees working less than thirty-two (32) hours per month.

Section 2.

This Agreement binds the Union and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer and the Agency and any person designated by it to act on its behalf.

ARTICLE 2 - MANAGEMENT RIGHTS

The parties agree that the Employer and the Agency have the right to operate and manage the Agency, including, but not limited to the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, standards and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or part of the operation shall continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against employees; to lay off employees; to recall employees; to require overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 3 - UNION RIGHTS

Section 1.

The Union will notify the Human Resources Manager of the Agency in writing of its representatives from District Council 75 who will be "Union Representatives."

Section 2.

Union Representatives or Shop Stewards will be allowed to visit the work areas of the employees during work hours, after advising the Human Resources Manager of the Agency, or designee if the visit is in the Central Administrative Office, or the supervisor of the field office, or designee, of their presence for the purpose of meeting with employees regarding matters affecting their employment. Such visits are not to interfere with the normal flow of work and are to be limited to nonduty time. Under circumstances where a Union Representative or a Shop

Steward performing grievance investigation(s) and/or processing, representing employees in investigatory interviews; and when upon request by an employee who is reporting inappropriate workplace behavior or complaints through the process set forth in DAS or Agency policy, the Shop Steward shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits in accordance to [Article 14 – Shop Stewards](#).

Section 3.

The internal business of the Union shall be conducted by the employees during their nonduty hours.

Section 4.

The Union may use the facilities of the Agency, during each facilities' scheduled business hours, for meetings when such facilities are available and the meeting would not interfere with the business of the Agency. The electronic calendar will specify the meeting is for union business and is subject to bumping for regular business of the Agency.

Section 5.

The Agency shall furnish each new employee with notice provided by the Union that the Union is the certified collective bargaining representative.

Section 6.

Stewards and new employees shall each be granted forty-five (45) minutes of Union business time, during the new employee's first ninety (90) days of employment, for the purpose of identifying the Union's status, organization benefits, facilities, related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes.

Section 7.

- a. The Agency shall continue to provide reasonable bulletin board space for the use of the Union in communications dealing with social functions, meetings, elections, Union appointments and such other information as may be approved by the Agency's Human Resources Manager. For multi-story buildings one (1) bulletin board will be available on each floor occupied by DEQ. Copies of bulletin board materials may also be distributed through the E-Mail system.
- b. Union representatives (Officers, Stewards, Local 3336 E-Board members, or members of agency sanctioned committees) may use the Agency's e-mail messaging system, provided the union representatives and employees meet all of the following conditions:
 1. All messages and communications directly concerning internal union business must include at the beginning of the subject line the phrase: Union Business. Recipients of e-mails shall not use the "reply all" function;
 2. Use of the e-mail system will comply with the Agency's Acceptable Use of Information Technology policy, including but not limited to incidental use, protection of confidential information and security;
 3. The Agency will incur no additional costs resulting from e-mail system use, including printing or copying costs;
 4. Use of the e-mail system does not adversely affect the use of or hinder the performance of the Agency's computer and/or e-mail systems for Agency business;
 5. Messages and/or communications shall not contain false, unlawful, offensive or derogatory statements against any person, organization or group of persons.

Messages and/or communications shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. Messages and/or communications shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health or disability;

6. Messages and/or communications shall not be used to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the Contract;
7. Except as modified by this Article, the Agency shall have the right to control its e-mail system, its use and/or information.
8. It is understood that the e-mail system is not private, privileged or confidential. The Agency reserves the right to trace, review, audit, access, intercept, recover and/or monitor use of its e-mail system without notice.
9. For purposes of negotiations, Union bargaining team members may communicate among themselves over the Agency's e-mail system provided that such use conforms to the provisions of this Subsection b.
10. An employee who receives communication about union business may forward the e-mail message to their home computer.
11. The Union will hold the Employer and Agency harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Union and/or its agents (including Union officers and Stewards) regarding any messages and/or communications or effect of any messages and/or communications that are a direct result of use of the e-mail under this Article.

Section 8. Reports.

- a. Upon request and no more than once a month the Agency shall furnish to the Union:
 1. An alphabetized listing of the names, classifications, and home addresses and division or regional office where employed of all new, transferred, or terminated employees in the bargaining unit.
 2. Names of bargaining unit employees that 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.
 3. Names of bargaining unit employees and vacant positions that were reclassified during the reporting month. This list shall include the previous and current classification(s) and the date the position(s) was approved for reclassification by DAS.
 4. An on-going list of employees in work-out-of-class (WOC) assignments including the beginning and end dates of the assignment, position numbers and classifications of employees assigned WOC.
- b. Upon request and no more than quarterly, the Agency shall furnish to the Union:
 1. a listing with the same information as provided monthly for all employees in the bargaining unit in the Agency.
 2. names of any temporary/limited duration employees (management/unrepresented/bargaining unit) hired, reason for the hire and expected duration of the appointment.

3. names of all employees in double fill positions, the reason for the double fill and the expected duration of the appointment if available.
 4. A record of developmental assignments including the beginning and ending dates, position numbers and classification of developmental positions and employees' home positions.
 5. A record of current job rotations.
- c. 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.
 - d. The Agency will update the seniority list each year by January 31. The list will be emailed to the local union President and Council Representative and posted to the Agency's internal network. The Agency will also update the seniority list upon request of the Union at least one (1) additional time during any year.
 - e. Costs for additional information requests will be payable by the Union.

Section 9.

Upon receipt of the request in writing from represented employees, the Union shall be provided payroll deductions for its regular monthly dues in accordance with and as entitled to under ORS 292.055.

Section 10. AFSCME President Leave.

- a. Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from their position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than their full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.
- b. Short Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit and the Agency's Human Resources Manager, up to four (4) Presidents/designees from AFSCME Council 75 Central Table participating Agencies shall be given release time from their position for a period of time up to three (3) months for the performance of Union duties related to the collective bargaining relationship. Only one (1) employee from a bargaining unit and a total of four (4) employees from all Central Table participating bargaining units may be on such leave at any one (1) period in time. Such requests will be granted unless the affected Agency can demonstrate that the employee's absence would adversely impact the operating needs of the employee's work unit. If granted, such time may also be taken on an intermittent basis. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law

or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits.

Section 11. Notice of Exclusion of Filled Bargaining Unit Positions.

The Agency shall provide the Union with no less than ten (10) days written notice of its intent to exclude a filled bargaining unit position. The Agency agrees not to change the position's designation from represented status during the notice period.

Section 12.

If a union steward works at a different duty station from where a grievant works, the union steward shall use the telephone or email system for the initial investigation of the grievance when practical. Union stewards may use agency fax machines, scanner machines or email system to file or appeal grievances. In performing duties pursuant to [Article 14 – Shop Stewards](#), stewards may use email to communicate regarding grievances.

Section 13. 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:

1. 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 one hundred (100) or fewer bargaining unit members, no more than one (1) bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than one hundred (100) bargaining unit members, no more than two (2) bargaining unit members may be designated to attend AFSCME conventions under this provision.
2. 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.
3. 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.
4. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
5. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
6. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
7. 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.
8. 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.

Section 14.

Stewards shall receive up to eight (8) hours per year, time for Union related business, such as Union training for stewards. The Local Union President shall request such release time from

duties by contacting the Steward's supervisor, such time shall not be unreasonably denied. The Agency shall bill the Local Union for reimbursement of wages and benefits for such time. Hours spent attending Agency related contract training shall not be deducted from the eight (8) hours of yearly paid time. The yearly hours shall not accrue.

Rev: 2015, 2017, 2019, 2021,2023

ARTICLE 4 - LAWS AND REGULATIONS

This Agreement is subject to all applicable existing and future State and federal laws and regulations.

ARTICLE 5 - UNIT CLARIFICATION

Any dispute or question concerning bargaining unit composition shall be resolved by the Employment Relations Board.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, color, religion, sex, sexual orientation, gender identity, gender expression, national origin, disability, marital status, or political affiliation. The Union further agrees that it will support the Agency's implementation of applicable federal and State laws, regulations, and guidelines including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375 and the Governor's Policy and Guidelines for Affirmative Action Plans in State agencies.

Section 2.

All complaints alleging any form of discrimination in violation of this Contract shall be submitted to the Director or designee. A meeting will be held and a written decision to the complainant and the Union will be issued within thirty (30) calendar days of the receipt of the complaint. When circumstances warrant it, the Agency may request additional time from the Union. If the complaint is not resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division; except that complaints alleging discrimination because of sexual preference or political affiliation may be submitted to the Department of Administrative Services, Labor Relations Unit if unresolved by the Agency. The Department of Administrative Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the employee and the Union.

(See LOI: Article 6

Rev: 2019

ARTICLE 7 - DEFINITIONS

Classification Specifications: A document established by Department of Administrative Services, Human Resources Services Division setting forth a class title, a statement of minimum qualifications, duties, authorities and responsibilities.

Compensatory Time: Leave accrued at a rate of one and a half (1.5) hours per hour worked.

Continuous Service: Uninterrupted employment with the Agency. An interruption is a separation from employment except for layoff.

Day: Calendar day unless otherwise specified.

Demotion: A movement of an employee from a position in one class to a position in another class having a lower maximum salary rate.

Dismissal: A complete separation of a regular status employee from State service for disciplinary reasons.

Job Share Position: A full-time position identified by the appointing authority in the classified service that is classified as one 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.

Paid Status: Compensable hours which include hours worked, or a combination of sick, vacation, personal, and compensable leaves.

Part-Time Employee: An employee in the bargaining unit who works thirty-two (32) hours or more per month, but less than full-time per month in a budgeted position (excluding job share, seasonal employees).

Position Description: A written description of a position which contains the title, a statement of duties, authority and responsibilities.

Promotion: Movement of an employee from a position in one class to a position in another class having a higher maximum salary rate.

Proration of Benefits: To divide or distribute entitlements, as provided by the Collective Bargaining Agreement. The proportional distribution shall be determined by the following method: Actual Hours in Paid Status/Divided by Total Regular Hours in the Month/Times the Entitlement's Value.

Reemployment: A return by a former regular status employee to the Agency within a period of two (2) years from the date of separation.

Regular Status Employee: An employee who successfully completes a trial service period.

Seasonal Employee: An employee filling a position which occurs, terminates, and recurs periodically and regularly regardless of duration.

Seniority: Unless otherwise indicated in this Agreement, seniority means continuous service with the Agency. All leave without pay (LWOP) periods that exceed fifteen (15) calendar days shall be deducted from the computation of continuous service, except that periods of LWOP for qualified and authorized FMLA/OFLA leave will be counted for seniority calculations.

Straight Time: Leave accrued at a rate of one (1) hour per hour worked.

Temporary Employee: As defined by Statute.

Underfilling: Employment of a person in a classification lower than the established class of the position.

REV: 2023

ARTICLE 8 - AVAILABILITY OF THE PARTIES TO EACH OTHER

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

ARTICLE 9 - DUES DEDUCTION

Section 1.

1. The Employer agrees to deduct the monthly fees from the pay of those employees the Union has certified in writing to the Employer as having authorized in writing such deductions be made from their paychecks. This deduction shall begin on the first (1st) payroll period following the Union's written notice to the Employer that such authorization start and shall continue from month to month until notified by the Union, pursuant to the membership card.
2. The Union agrees that it will indemnify, defend and save the Employer and Department/Agency harmless from all suits, actions, proceedings and claims against the Employer and the Department/Agency or person(s) acting on their behalf of the Employer and the Department/Agency whether the damage, compensation, reinstatement, or combination thereof arising out of the Department/Agency implementation of this Article. This provision does not limit, waive, or in any way impact the State's liability to AFSCME if the State fails to withhold and remit lawful dues to AFSCME as obligated under the Agreement.

REV: 2019

ARTICLE 10 - LIMITED DURATION APPOINTMENTS

Section 1.

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

Section 2.

- a. Newly hired persons on a limited duration appointment in a limited duration position shall not be entitled to any layoff rights under this Agreement. All employees with limited duration appointments in permanently-vacated permanent positions shall be entitled to layoff rights after twenty-four (24) months of continuous employment.
- b. If a limited duration position becomes permanent, then the employee in that position may be offered that position in accordance with [Article 16 - Filling of Vacancies](#).
- c. An employee appointed from permanent regular status in the Agency to a limited duration appointment in the Agency shall be reinstated to their former permanent regular status classification in the Agency when the limited duration appointment is terminated. If the employee is appointed to a subsequent limited duration

appointment(s) prior to reinstatement to their former permanent regular status classification, the employee shall retain their right to such reinstatement. First priority shall be given to offering reinstatement position within the former work location. If a position is not available within the former work location, a reinstatement position shall be offered in some other work location. Such return rights shall not apply if charges are filed and they are discharged as provided in [Article 12 - Discipline and Discharge](#).

Section 3.

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

- a. That the appointment is of limited duration.
- b. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2 (a) and (c) of this Article.
- c. Current employees who attained permanent regular status in a classified position immediately prior to acceptance of the LD appointment will receive information at the time the LD appointment is offered about:
 1. Salary step placement pursuant to [Article 34 – Salary Administration](#) provisions, and
 2. Salary eligibility date after the LD appointment ends and the employee returns to the former permanent regular status classification in accordance with Section 2 (c) of this Article.
- d. That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

Section 4.

New or current employees can be hired into new or current permanent positions under limited duration status under the following conditions.

- a. The position has been temporarily vacated due to job rotation, limited duration, extended leaves; or
- b. The position is known to have limited work and funding, not to exceed two (2) years; or
- c. Funding for the position is uncertain beyond the end of the current biennium.

If funding for the permanent position is restored or retained prior to termination of the limited duration appointment, the agency may, in accordance with [Article 16 - Filling of Vacancies](#), conduct a recruitment or offer the current incumbent permanent status in the position. If a recruitment is conducted and the current incumbent applies the employee shall be granted an interview and be considered.

ARTICLE 11 - AGENCY PERSONNEL POLICIES

The Agency shall provide a copy of its written personnel policies to the Union. An up-to-date copy of current personnel policies shall be made available in every Division to employees.

When a change of policy occurs, a copy of the change will be mailed to the Union and notification will be provided to all affected employees.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

The Union and the Agency have a shared interest in efficient conduct of State business and timely correction of performance deficiencies.

Section 1.

No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause. Just cause includes the principles of progressive discipline and due process. The purpose of progressive discipline is to advise the employee of needed improvement in a professional manner, and provide the employee an opportunity to improve. It is recognized that the appropriate level of discipline depends on the circumstances of each case.

Within thirty (30) days following an investigatory meeting, Management will notify the employee and the steward of record, if one has been identified, of the findings or status of the investigation and provide an estimated date to complete the investigation. If additional time is needed, updates shall be provided at the end of every month until the investigation is complete.

Section 2.

- a. Discharge of a regular status employee may be appealed by the Union to binding arbitration. Such appeal shall be heard by the arbitrator pursuant to Section 6 to Section 15 of [Article 13 - Grievance Procedure](#).
- b. An FLSA-non-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. An FLSA-exempt employee demoted or suspended consistent with the salary basis requirements of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion or suspension of a regular status employee may be appealed to Step 2 of the Grievance Procedure within fifteen (15) calendar days from the effective date of the action. Any further appeal of an action specified in sub (b) shall follow the procedure and time frames outlined in [Article 13 - Grievance Procedure](#).

Section 3.

A written predissmissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency's Director or designee at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Agency Director, the employee may be suspended with pay or be allowed to continue work as specified within the predissmissal notice. The predissmissal notice will not be included in the employee's official personnel file. Following the predissmissal meeting, a copy of a letter to the employee, summarizing the charges and notifying the employee of the Director's or designee's decision shall be placed in the employee's official personnel file.

Section 4.

If the Agency has reason to discipline an employee it shall be done in a manner which will not embarrass or humiliate the employee in front of other employees or the public.

Section 5.

Unauthorized absence of the employee from duty shall be deemed to be without pay and

may be grounds for disciplinary action by the Agency. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if extenuating circumstances existed.

Any employee who is absent for five (5) consecutive workdays without authorized leave shall be deemed to have resigned unless prevented from notifying the Employer due to circumstances beyond their control. The employee will be offered the opportunity to explain the circumstances beyond their control which prevented the employee from notifying the Employer. If the Agency determines the information presented does not excuse the unauthorized absence, the employee's personnel records will reflect that the employee resigned.

Section 6.

All notices of predissmissal, suspension, reduction in pay, written reprimand, demotion and/or dismissal shall be forwarded to the Union on the same day as the employee is notified.

Section 7.

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 13 - GRIEVANCE PROCEDURE

Section 1.

Grievances are defined as acts, omissions, applications, meaning or interpretation alleged to be violations of the terms and conditions of this Agreement.

Section 2.

The Agency and the Union will resolve employee problems and complaints, or differences in the interpretation of the contract, by informal methods if possible. Such informal methods may include, but are not limited to, collaborative problem-solving and informal, non-binding mediation. Furthermore, the Agency may, at its sole discretion, permit Union participation in circumstances where such participation is not required by law or this contract. Any resolution shall not add to, subtract from, or change the terms of this Agreement and shall not be precedent-setting. However, if the Union or an employee desires a formal resolution of any grievance or dispute, which arises concerning the application, meaning, or interpretation of this Agreement (except complaints of discrimination in [Article 6](#)), such grievance shall be resolved as provided under Section 3 of this Article.

Section 3. Grievance Steps.

At any step of a grievance either Party may request a meeting, which shall be mutually arranged, to discuss the merits of the grievance.

Step 1. Any affected employee, or the Union on an employee's behalf, may file a grievance in writing with their immediate excluded supervisor within thirty (30) calendar days of the date of the alleged breach of this Agreement, or of the date the Union or employee knew or should have known of the alleged breach. The grievance shall include: (a) a statement of the grievance and relevant facts; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought. The supervisor or management designee shall respond in writing to the filing party (to the affected employee or the union representative who filed the grievance within fifteen (15) calendar days of the

date the grievance was received, or the date of the Step 1 meeting, whichever was later. Step 2. If the grievance remains unresolved at Step 1, the Union may appeal the grievance to the Agency Director or designee within fifteen (15) calendar days after the response required by Step 1 was due. The Agency Director or designee shall respond in writing within fifteen (15) calendar days after receipt of the grievance or fifteen (15) calendar days following the Step 2 meeting, whichever is later.

Section 4. Department of Administrative Services Review.

If the grievance remains unresolved at Step 2, the Union may appeal the grievance to the Department of Administrative Services, Labor Relations Unit (LRU), within fifteen (15) calendar days following receipt of the response at Step 2 or the date the response was due, whichever was later. LRU shall respond within fifteen (15) calendar days following the Step 3 meeting. 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.

In the event the response from the Department of Administrative Services 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 parties and they will abide thereby.

Section 5. Submission to Arbitration.

Any grievance, having progressed through the Steps as outlined in this Agreement may be submitted to arbitration for settlement. To be valid a request for arbitration must be made within thirty (30) calendar days of the date the response from the LRU review process at Step 3 was received or due, whichever occurs first. In the case of discharge, as outlined in Article 12 – Grievance Procedure, the thirty (30) day period will begin with the date the Employer discharged the employee.

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

Section 6. Mediation.

Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either the Department of Administrative Services or the Union may request mediation of the grievance. If agreed to by both parties, mediation will be scheduled and conducted by the Conciliation Service Division of the Employment Relations Board. Mediation is not a mandatory step of the grievance procedure.

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@omls.oregon.gov as the Employer contact email, and will request from the 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 only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator.

Section 8. Arbitrator's Authority.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to

employee status, with or without back pay, or to mitigate the penalty as equity suggests under the facts.

Section 9. Expenses of Arbitration.

Arbitrator fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be divided 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.

Employees are entitled to act through a Union Representative or Shop Steward to initiate a grievance. Employees are entitled to representation by a Shop Steward or by a Union Representative at any step in this Article, except that a member who files a grievance at Step 1 without a Union Representative or Shop Steward may represent themselves at the Step 1 meeting, should a meeting be held.

Section 11.

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 or Shop Steward with the exception noted in Section 10.

Section 12.

When the Union files a grievance on behalf of multiple employees it shall be considered a group grievance. If multiple grievances are filed for separate employees regarding the exact same issue then those grievances shall be consolidated and shall be treated as a group grievance. Group grievances shall be heard at Step 2 of the procedure outlined in this Article.

Section 13.

Time limits may be extended by agreement of the parties.

Section 14.

Failure of the aggrieved party or the Union to comply with the time limits outlined above shall constitute abandonment of the grievance and the grievance shall be considered resolved on the basis of the most recent step response.

Section 15. 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 14 - SHOP STEWARDS

Section 1.

A reasonable number of Shop Stewards shall be allowed to ensure access to all Agency employees. The Union shall select Stewards and will make every effort to ensure that a sufficient number are available to represent all bargaining unit members. The Union shall immediately notify the Human Resources Manager of the names of Shop Stewards and their work locations. The Union shall update the list as changes occur.

A bargaining unit member may select from available Stewards for representation in an investigation or grievance. Selection of a Steward is subject to Section 2 provisions.

Section 2.

Stewards may receive, but not solicit, and may discuss complaints and grievances of employees on the premises and time of the Agency, but only to such extent as does not neglect, slow or interfere with the work and duties of the Shop Stewards or with the work or duties of employees. No Steward will be granted per diem, transportation costs, overtime, or travel time to investigate grievances away from the Steward's work site. Upon notice to their immediate supervisor, Shop Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances. No more than one (1) Steward at a time shall be granted such time to investigate the same grievance. For training purposes, a second Steward may attend grievance discussions and investigatory meetings on paid time on a case-by-case basis subject to management approval.

If the permitted activities would interfere with either the Shop 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. Time spent in grievance activities without the proper notification and release by the supervisor(s) involved will be considered unauthorized leave without pay for both the Shop Steward and the grieving employee. Each Shop Steward shall maintain and furnish to their immediate supervisor, on the regular monthly time distribution sheet, a record of

dates and times spent on the functions described in this Article.

Section 3.

The Agency agrees there shall be no reprisal, coercion, intimidation or discrimination against any Shop Steward for the conduct of the functions described in this Article.

Section 4.

At the Union's request and subject to the operating requirements of the Agency, Shop Stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay to attend Union recommended trainings.

ARTICLE 15 - 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: 2015, 2021

ARTICLE 16 - FILLING OF VACANCIES

The Agency and the Union agree that how and when to fill vacancies are management rights. Both Parties also recognize that a vacant position creates an opportunity for staff-manager conversations (e.g. within a section) about the on-going work of the section and how that work relates to or will change to align with the core elements of the Agency's mission. Finally, both Parties recognize that vacancies, both long and short term, affect the workload and work performance of current employees. The Agency will strive to keep staff informed about the

status of filling vacancies to provide a foundation for efficient and effective planning.

Temporary opportunities (e.g. due to employee leave, special project assignments, etc.) may provide valuable training for staff or support an employee's career development objectives. The Agency will make a good faith effort to send or post electronic notices of such short-term opportunities.

The above paragraphs are not grievable, nor arbitrable.

Section 1.

The Agency desires to fill vacancies with the best qualified applicants available. Within that context, the Agency will ensure that persons within protected classes are given an opportunity to compete for all openings within the bargaining unit.

The Agency will determine whether and how a vacancy is to be filled, and will make the determination of which individual will fill the vacancy. Subject to the requirements of affirmative action and equal employment opportunity, where two (2) or more employees are equally qualified for the position, which qualifications will include if applicable, and if included in the application materials, but not necessarily be limited to work performance, work history, education, training, experience, skills, achievements, knowledge, work-out-of-class history in the current vacancy, references, licenses and certifications, the vacancy shall be given to the employee who has the greater seniority with the Agency. The Union may appeal these determinations through the grievance procedure.

Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit. Education and training shall be as provided under [Article 23](#).

Section 3.

Employees will be notified of bargaining unit vacancies to be filled competitively by E-Mail. Posting of vacancies shall be effective for a minimum of seven (7) calendar days.

Section 4.

An internal applicant who meets the minimum qualifications for a position will be interviewed. The Agency will make a good faith effort to contact and schedule the interview with the applicant. Internal applicants offered an interview for a vacancy shall be given at least three (3) business days notice to schedule the interview.

Section 5.

The Agency will make good faith efforts to have fair and non-discriminatory hiring practices, such as implicit bias training and diverse interview panels. The interview processes for filling represented positions will include at least one (1) represented employee.

REV: 2017, 2019, 2021

ARTICLE 17 - TRIAL SERVICE

Section 1.

All employees appointed to a position shall serve a trial service period of six (6) months except:

- a. Employees having served at least two (2) years in the same classification and promoted within the same work unit;
- b. Former employees having served at least two (2) years in the same classification

- and re-employed in the same classification and in the same work unit after an absence of less than two (2) years.
- c. Employees returned to a vacant position in accordance with [Article 20](#), Section 11, Right of Return.
 - d. Employees having served in a full-time job rotation and performed the major essential duties of a position for six (6) consecutive months, in the same work unit, within one (1) year following the end of the job rotation.

Employees under sub (a), (b), (c) or (d) shall serve a three (3)-month trial service period. Any such abbreviation of trial service shall not alter the required six (6)-month period necessary to receive a Step Salary Increase as provided for under [Article 34](#) of this Agreement.

Section 2.

At any time during the trial service period, the Agency may remove an employee if, in the judgment of the Agency, the employee is unable or unwilling to perform their duties satisfactorily or if in the judgment of the Agency their habits and dependability do not merit their continuance in the position. In the event an employee is removed by the Agency for any of the above reasons, the Agency shall provide notice to the Union.

If such employee was previously a regular status employee in another bargaining unit position in the Agency immediately prior to their present appointment, they shall be reinstated to their former classification unless charges are filed and they are discharged as provided in [Article 12 - Discipline and Discharge](#).

Section 3.

An employee who is transferred or demoted to another position in the Agency prior to the completion of the trial service period shall complete a new trial service period of six (6) months.

Section 4.

An employee's trial service period shall not be extended except in instances where an employee has a leave of absence or is on Hardship Leave. A leave of absence or Hardship Leave shall extend the trial service period by the number of calendar days of the leave taken by the employee.

Section 5.

If an employee is removed from their position during their trial service period the employee shall not have rights to appeal the Agency's decision.

Section 6. Outside Agency Transfer or Promotional Trial Service

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

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

REV: 2017,2023

ARTICLE 18 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

- a. When an employee is assigned, in writing, by the Agency for a limited time period to perform the major distinguishing duties of a position at a higher level classification for five (5) consecutive workdays, or forty (40) consecutive work hours, that employee shall be paid at the first step in the assigned classification or five percent (5%) more than their current rate of pay, whichever is greater.

In cases where an employee is assigned to work out of class as a manager and that employee has existing lead work duties, the lead work duties will be assigned to another employee from the bargaining unit who is not currently doing leadwork duties or receiving leadwork differential.

When such assignments are made to WOC for five (5) consecutive workdays, or forty (40) consecutive work hours, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment.

Assignments of WOC shall not be made in a manner which will subvert or circumvent the administration of this Section.

A copy of the WOC assignment, signed by the employee and supervisor, shall be placed in the employee's personnel file.

WOC assignments extending longer than six (6) months shall be reviewed in the seventh (7th) month and extended by written mutual agreement of the employee and supervisor up to one (1) year.

Where a WOC assignment continues beyond twelve (12) months, the Agency will consider reclassifying the position, removing the higher level duties, or continuing a WOC assignment.

- b. An employee who is underfilling a position shall be informed in writing that they are occupying an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for the higher reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the higher classification, the employee shall be placed in the higher classification.
- c. For training or developmental purposes, an employee who accepts duties out of class shall have an agreement in writing, signed by the employee and their supervisor, of the purpose and length of the assignment during which there shall be no extra pay for the work. Such assignment shall not exceed twelve (12) months. A copy of the notice shall be placed in the employee's file. Upon completion of the developmental assignment, documentation of duties performed will be placed in the employee's file.
- d. If applying work out-of-class would not result in additional compensation for an employee, the Agency will provide an additional differential to ensure the employee is receiving at least a five percent (5%) increase while in the work out-of-class assignment. Agencies must document the reasons for the exception.

Section 2. Work Out of Classification Pending Upward Reclassification

When an employee is assigned to WOC pending budgetary approval of an upward

reclassification, the employee will be paid at a step in the new salary range that is equivalent to the next higher rate of pay in their current salary range rate of pay (at least four point seventy-five percent (4.75%)) or at the first (1st) step of the higher salary range, whichever is greater.

If the reclassification upward is approved, the Agency may cease paying work out of classification pay or adjust the effective date of the reclassification to avoid overpayment of any work out of classification pay received by the employee.

Section 3. Revision of Classification Series.

- a. Prior to implementation of new classifications, or major revisions of existing classifications, the parties will negotiate rates of pay, effective date and method of implementation.
- b. Should the Agency establish a new classification or materially revise an existing classification during the life of this Agreement, the parties shall meet and negotiate the salary range for the new or revised classification.
- c. Employees shall be informed of their allocation into the new classification system by the Employer. Appeals to position allocation in the new classification system shall be filed in accordance with [Article 61 - Implementation of New Classes-Appeals](#) Process.

Section 4. Reclassification Request by Employee Procedure.

- a. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Agency Human Resources Office.
- b. The Agency shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of reclassification request, the Agency shall notify the employee, and the employee's supervisor of its findings in writing. If the findings indicate reclassification, the Agency shall either assign WOC duties until permanent financing is acquired and the reclassification is approved by the Department of Administrative Services Budget office and Chief Human Resources Office or remove the duties to retain incumbent's original classification. The Agency will notify the employee in writing each time a reclassification request is submitted to the Department of Administrative services.

Section 5. Reclassification by Agency

- a. Upward Reclassification.
When a position is reclassified upward an incumbent employee in regular status shall be continued in the position. they shall be advanced to the higher class with the same status held in the lower class if they meet minimum experience and training requirements. When a position is reclassified upward and the incumbent does not have regular status, the position will be filled competitively at the higher level.
- b. Downward Reclassification.
 1. When a position is reclassified to another class at the same pay level or to a class that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new class.
 2. The Agency shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so within thirty (30) days prior to the effective date.
 3. When an employee is reclassified downward, the employee's rate of pay shall be the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary

review and eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified.

4. No employee with the same duties within the same classification in the same geographic area shall be reclassified downward while other employees with less service credits remain in the original class.

Section 6. Equal Reclassification Rate.

When an employee is reclassified to a class having the same salary range, their rate of pay will not be changed.

Section 7. Pay for Upward Reclassification.

Rate of pay upon upward reclassification shall be given no less than the first step of the new salary range. If the old salary range rate of pay is equal to or higher than the first step of the new salary range, the employee shall receive a salary increase no less than an increase to the next higher step in the new salary range, or to a step in the new salary range that is no less than four and seventy-five percent (4.75%) more than their current pay rate, whichever is greater. In no case shall it exceed the new salary range maximum.

Section 8. Pay Date of Upward Reclassification.

- a. Effective date of reclassification payment shall be the date which the reclass request was received by the Agency.
- b. The employee's salary eligibility date becomes the date on which the reclass request was received by the Agency and the employee will be eligible for salary increase(s) annually thereafter.

Section 9. Pay for Upward Reclassification Denial.

If the Legislature or the Department of Administrative Services does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the date on which the reclass request was approved by the Agency to the date of the decision.

Section 10. Denied Reclassification/Involuntary Reclassification Appeal Process

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

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

Employer/Union Classification Appeal Committee: The committee shall be selected and shall meet within thirty (30) days of the Union's written appeal and shall be composed of one (1) Employer representative and one (1) Union staff representative. The Committee's sole mission

will be to consider appeals pursuant to this Section of the Article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions.

Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of the appeal committee meeting which will include the reasons for the decision or the specific items on which the committee members did not agree. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Arbitration: If there is no resolution, the Union may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Union's request must be sent to the Department of Administrative Services Labor Relations Unit and shall include the reasons why the Agency's decision is incorrect. The Union and DAS LRU shall select arbitrators within thirty (30) days of the Union's written request for arbitration.

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

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

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

assigned duties, authority and responsibilities of the position.

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

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

Section 11. Pay Option Change-Rate of Pay.

When an employee's work assignment is changed resulting in the employee no longer being eligible for a pay options associated with specific duties and professional registration or licensure, it is agreed the change will be treated the same as a classification change (downward or upward) provided for in [Article 18 – Classification and Compensation](#).

Salary range designations on specialized positions within a classification title reflect pay options as compensation for the assignment of additional duties and required qualifications to perform those additional duties. For example, NRS 3 is at salary range 27 and NRS 3 (Hydrogeologist) is at a salary range 28B even though both have the same classification number and same classification specification. Salary treatment for assigned or reassigned duties eligible for a pay option, temporarily or on a long term basis, shall be as follows:

- a. Temporary basis-When an employee is assigned or reassigned the duties, in writing, by the Agency for five consecutive workdays, or forty (40) consecutive work hours, the employee will be paid WOC pursuant to Section 1 of this Article. This "WOC" applies to employees who have never been permanently assigned the pay option eligible duties, and to those who previously had been assigned but had the pay option duties removed.
- b. Long-term basis-If the employee is reassigned the previously removed duties as a regular responsibility within two (2) years from the effective date the duties were permanently removed, the employee shall be treated as a re-employment to the pay option salary range of the classification. That is, the employee will be placed at the salary step in the higher pay option range that the employee would have achieved had the employee not been changed from the higher pay option range.

Rev: 2015, 2017,2019,2023

ARTICLE 19 - 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(1)(f)), 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 20](#), 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 16 - Filling of Vacancies](#), this Article shall prevail.
- c. An employee may exercise all applicable rights under [Article 20 - 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: [Contracting Out Feasibility Study](#)

ARTICLE 20 - LAYOFF

Section 1. Alternate 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.

As the Agency values stability in the workforce and the talents and contributions of its employees, the Agency will make a good faith effort to implement other workforce adjustment measures before implementing layoff. When the Agency decides a workforce adjustment or layoff will be necessary, the Agency will notify the Union. Where a workforce adjustment plan is developed, the Agency will share the plan with the Union.

These work force adjustments include, but are not limited to, reassignment of individual employees to existing budgeted vacancies where qualified, voluntary demotions, or work-week reductions. Prior to layoff, and upon request of either the agency or the Union, the parties shall meet to propose work force adjustments involving multiple employees. These work force

adjustments may include demotions, workweek reductions and job shares designed to minimize the impact of any proposed layoff. If mutual agreement cannot be reached within fifteen (15) days (which may run concurrently with notice of layoff), the Agency may implement proposed work force adjustments or layoffs.

Section 2. Definition of Layoff.

A layoff is defined as a separation from the service or a reduction in hours for involuntary reasons not reflecting discredit on an employee.

Section 3. Division Protected Positions.

Up to two (2) employees per Division may be protected from layoff for up to ninety (90) days if their loss would demonstrably present a hardship on the operations of the Agency. Extensions may be granted by mutual agreement of the parties.

Section 4. Seniority Computation.

Computation of seniority for regular status employees shall be made as follows:

- a. One (1) point per month for each full month of unbroken service in State service excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of authorized leave without pay will be deducted from seniority calculations pursuant to the definition of seniority in [Article 7 – Definitions](#). When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.
- b. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given to:
 1. Length of continuous service with the Agency;
 2. Length of continuous service in the job classification.

Section 5. Geographic Areas.

- a. Northwest Area
Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties
- b. Willamette Valley Area
Benton, Lane, Lincoln, Linn, Marion, Polk and Yamhill Counties
- c. Southwest Area
Coos, Curry, Douglas, Jackson and Josephine Counties
- d. Central Area
Crook, Deschutes, Hood River, Jefferson, Klamath, Lake and Sherman Counties
- e. Eastern Area
Baker, Grant, Gilliam, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wasco and Wheeler Counties

Section 6. Layoff Procedure.

The layoff procedure shall occur in the following manner:

- a. The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall notify, in writing, all affected employees of their seniority and their contractual bumping rights. The Agency shall notify the Union of the seniority of all employees in all affected positions in writing. The Agency shall also post a copy of the seniority of all affected positions in the geographic area on the employee bulletin board.
- b. An employee and the Union representative shall be given written notice of layoff as

far in advance as possible but not less than fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

- c. Employees shall be laid off by geographic area.
- d. Temporary and contractual employees working in the classifications and geographic area(s) for which a notice of layoff was given shall be terminated prior to the layoff of trial service or regular employees.
- e. An initial trial service employee (new to state service) cannot displace any regular status employee.

Any initial trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the Agency layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

- f. An employee notified of a pending layoff shall have one (1) opportunity to prioritize the following options and communicate such choice in writing to the Human Resources Manager within ten (10) calendar days from the date the employee is notified in writing. The Agency shall place the employee in the least senior position available for which the employee is qualified according to the prioritized order submitted by the employee; That is, if the Agency is unable to place the employee according to the employee's first priority, the Agency will attempt to place the employee according to the second priority, and so on. If the Agency is unable to place the employee through this process, the employee will be laid off.

1. Displacement within Current Classification. The employee may displace the least senior employee in the same classification for which they are qualified in the same geographical area in the Agency where the layoff occurs.
2. Displacement within Same Salary Range. The employee may displace the least senior employee in a classification within the same salary range (lateral) for which they are qualified in the same geographic area where the layoff occurs, provided they previously had completed trial service in a position in that classification with the Agency. An employee who demoted into a classification as a result of a previous layoff, and therefore had not served a recognized trial service period, will be considered to have served trial service after six (6) months of continuous service in the demotion classification for the purposes of applying this Section in a future layoff.
3. Demotion. The employee may demote, which may result in the displacement of another employee, to the least senior position in one (1) of up to three (3) classifications identified by the employee. The employee shall prioritize up to three (3) classifications in lower salary ranges for which they are qualified within the Agency and same geographic area. The employee may demote to the least senior position in one (1) of the identified classifications considered in the order listed by the employee. Employees who elect to demote shall be placed on any geographic area layoff list of their choice, within the Agency, for the classification from which they demoted.
4. Layoff. The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of their choice, within the Agency, for the classification from which they were laid off.

For purposes of displacement under Section 6(f) (1), (2) and (3), a vacant position that management intends to fill is considered to be the least senior.

Full-time to Part-time or Part-time to Full-time Option. Employees willing to convert from part-time to full-time status, or full-time to part-time status, if necessary, to displace the least senior employee, shall designate their willingness to convert in writing at the time of their selection of options under Section 6(f). For the purpose of displacing another employee the following shall apply:

- A. If a full-time employee elects in writing to displace the least senior employee and the least senior employee is part-time, then the full-time employee shall convert to part-time and shall work only the number of hours per week as the displaced part-time employee.
 - B. If a part-time employee elects in writing to displace the least senior employee and the least senior employee is full-time, then the part-time employee shall convert to full-time and shall work forty (40) hours per week.
 - C. If an employee does not provide written election A or B above, then the employees' prioritized layoff options will be implemented only to displace other positions of the same status, that is, full-time to full-time or part-time to part-time status positions.
- g. To be qualified for the options under Section 6(f) (1) (2), and (3) the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within thirty (30) working days. When exercising an option under Section 6(f) (1), (2), and (3) an employee shall only be eligible to displace another employee with a lower seniority. If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the least senior position, they may displace or demote to the next least senior position in the classification, provided the incumbent in the next lowest position has least seniority than the employee displacing or demoting and the employee is capable of performing the specific requirements of the position.

An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the thirty (30) working days time period is for the purposes of orienting an employee to the position, not training the employee to perform the work. Therefore, it is necessary that the employee can perform all of the core duties and responsibilities of the position as determined by the Agency prior to bumping into the position. The employee will receive performance coaching during this time period as assistance for successfully performing the duties of the position.

- h. Layoff notices will include an option for the employee to identify whether or not the employee will accept relocation to a new duty station more than fifty (50) miles from the employee's pre-layoff duty station. The following conditions apply:
- The election applies to all layoff options under Section 6(f).
 - The Election by the employee is irrevocable after the employee indicates their election in writing.
 - If an employee fails to identify whether or not they are willing to accept placement more than fifty (50) miles from their pre-layoff duty station when they indicate their election in writing, the employee shall be deemed to have elected to accept placement anywhere in the same geographic area where the layoff occurs.
 - The fifty (50) miles distance shall be measured from the employee's pre-layoff

duty station to the new duty station as measured by the shortest route using Google Maps.

- i. Job Share.
 1. Individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of seniority shall be considered as two (2) part-time employees.
 2. Seniority for prior non-job-share time shall be determined by giving the employee one (1) point per month for any full-time worked and pro rata credit for each month spent on the job in less than full-time capacity.
 3. If employees in a job-share position are to be treated as part-time employees, seniority for the position shall be determined on a prorated basis as per part-time seniority computation.
- j. If an employee is overfilling or underfilling a position, the employee will be considered in the position classification for the purposes of this Article. If an overfill employee is displaced, demoted in lieu of layoff, or is laid off, the employee shall retain their overfill status upon return to their classification.
- k. Any employee displaced by another employee exercising options under Section 6(f) (1), (2), and (3) shall be provided written notice of layoff according to Section 5(a) and may also exercise any option under Section 6(f).

Section 7. Workforce Adjustment Trial Service Period.

Employees who are appointed to a vacant position with different duties and a different manager as the result of a workforce adjustment will serve a trial service period pursuant to [Article 17](#) in that new position. If the employee was previously a regular status employee in the bargaining unit and is not able to satisfactorily perform the duties of the new assignment, the employee will be assigned to another vacant position for which the employee qualifies, in the same or equal classification. If no suitable position exists, the employee will be laid off in accordance with this Article.

Section 8. Seasonal Employees.

Regular seasonal employees laid off prior to the end of the season shall be placed in order of seniority on the Agency layoff list for seasonal reappointment. The eligibility for such seasonal employees shall be canceled at the end of each season. At the completion of a season, all seasonal employees shall be terminated without regard to seniority. Regular seasonal employees terminated at the end of the season shall be placed on the reemployment roster in order of seniority and shall be recalled by geographical area the following season in order of seniority to the extent that work is available to be performed.

Section 9. Comp Time Payout.

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

Section 10. Agency Layoff Lists for Recall.

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

The employee shall designate, in writing, the geographic area layoff list(s) on which they wish to be placed. The term of eligibility of candidates placed on the list shall be two (2) years from the date of placement on the list.

Section 11. Right of Return.

Employees who have demoted, voluntarily transferred, or have been reassigned as a result of a workforce adjustment plan shall be afforded the right to return to a vacant position for which they are qualified within their former classification and section for one (1) year from the time of their reassignment.

Section 12. Recall.

Employees who are on an Agency layoff list shall be recalled by geographic area in seniority order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position's classification and who is capable of performing the specific requirements of the position as stated on the position description within two (2) weeks. An employee who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the two (2)-week time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the core duties and responsibilities of the position as determined by the Agency prior to being recalled to the position. The employee will receive performance coaching during this time period as assistance for successfully performing the duties of the position.

If an employee on a layoff list is offered a position, they may refuse the position, but their name will be removed from the layoff list in that geographic area.

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

If a temporary appointment is necessary in any geographic area and is expected to last longer than forty-five (45) days and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job does not constitute a right of refusal under this Section. This shall only apply to employees separated from State service. Such employees shall be appointed as a temporary employee, remain on the layoff list, and will not be eligible for any benefits covered under this Agreement.

Section 13. Secondary Recall Rights.

- a. Application. These rights apply to all employees in bargaining units represented by AFSCME at Central Table negotiations as well as the Department of Corrections and Board of Parole except employees who are laid off during initial trial service.
- b. Definitions.
 1. Geographic Areas, for the purpose of secondary recall, are each location for which an employee may indicate their willingness to relocate on the State's electronic application.
 2. Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.
 3. Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.
- c. Coordination with Filling of Vacancy and Layoff Articles. The recall options

provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.

d. Procedures.

1. Placement on the Secondary Recall List.

- A. Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in their personnel file) by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME-represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in their personnel file, that employee may request and shall be placed on the Secondary Recall List for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.
- B. Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.

2. Use of the Secondary Recall List.

- A. After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Layoff List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted
- B. To be eligible for appointment from the Secondary Recall List, a laid-off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.
- C. Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one (1) of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.
- D. Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

3. Appointments/Refusals of Appointments from Secondary Recall List.

- A. A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall

- have their name removed from the Secondary Recall List; however, an Agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.
- B. Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.
 - C. Employees appointed to positions from the Secondary Recall list shall serve a trial service period not to exceed three (3) full months except that employees hired into the Offender Information and Sentence Unit as Prison Team Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.
 - D. Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

Section 14. Temporary Interruption of Employment.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons, except [Article 27 - Inclement Weather/Hazardous Conditions](#), beyond the Employer's control which does not exceed fifteen (15) consecutive days and is not due to lack of funds, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. Such interruptions of employment for FLSA non-Exempt employees shall be recorded and reported as leave without pay, unless the employee opts to use accrued vacation leave, personal leave or compensatory time off during the period of the temporary interruption of work. For FLSA Exempt employees, the employee may exercise the option to use accrued vacation leave, personal leave or compensatory time off for temporary interruptions of employment that last one (1) or more full workweeks, but for partial workweeks the employee is paid. Employees remaining on duty during the temporary interruption will be selected by seniority within classification.

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.
(SEE LOA: [Bumping Option](#), [Recall](#))

Rev: 2015, 2017

ARTICLE 21 - PAYDAY AND PAY ADVANCES

Section 1.

All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release day. Any violation of this provision shall be cause for disciplinary action. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.

Section 2.

Employees will be allowed one (1) pay advance during their first thirty (30) days of employment.

Section 3.

The parties agree that pay advances will be kept to an absolute minimum, generally no more than one (1) pay advance in any twelve (12)-month period, and are for emergencies. Within that context, employees may obtain an advance on their salary, subject to approval of the Appointing Authority, following receipt of the employee's written request describing the emergency. An emergency is defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. The amount of the request shall not exceed sixty percent (60%) of gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth of the month.

ARTICLE 22 - HEALTH AND SAFETY

Section 1.

The Employer agrees to abide by standards of safety and health and develop and implement policies in accordance with the Oregon Safe Employment Act (ORS 654.001 through 654.295, and 654.991) and Oregon Administrative Rules and to implement safe work practices to prevent occupational illnesses and injuries. The Employer supports, will follow, and expects employees to follow the DEQ Health and Safety Program and DEQ Health and Safety policies. The Health and Safety Manager will review Health and Safety policies annually with the Central Safety Committee. If an employee believes they are in an unsafe situation, they are expected to invoke Section 3 and/or 4 of this Article.

Section 2.

Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer and Business Services or if deemed necessary by the Agency. The Agency will

consider safety committee recommendations when determining what safety equipment and clothing is required by employees. Such equipment, where provided, must be used. Where the Agency has provided protective devices or clothing in the past and it is deemed necessary under this Article, the practice will continue. Protective clothing and safety devices shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Agency will develop policy concerning security of individual safety equipment. That policy will also refer employees to the Safety Officer to get needed/replacement materials.

Section 3.

- a. The Agency will make information available to employees regarding the employee's right to refuse work that is unsafe or might endanger their health.

If an employee claims that assigned equipment or job assignment is unsafe or might endanger their health, and for that reason refuse to use the equipment or perform the assigned job, the employee shall immediately give their reasons for the refusal to their supervisor verbally, and in writing as soon as is practical. If there is a disagreement, the supervisor will request an immediate determination by the Agency Safety Officer or designee or, if not available, a Safety Compliance Officer from the Department of Consumer and Business Services as to the safety of the equipment or job assignment in question. A Union Representative or Shop Steward may accompany designated safety representative and employee during this determination.

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

The supervisor shall endeavor to provide a written response including results of the review and determination, within thirty (30), but no later than sixty (60) days after the employee's notification of unsafe conditions and refusal to work. An extension may be granted upon agreement of the parties.

- b. Pending determination provided for in this Section, the employee shall be given suitable work elsewhere.
- c. Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger their health shall not be paid by the Agency unless the employee's claim is upheld.

Section 4.

Any pregnant or nursing employee assigned to work in an environment that may be harmful to the pregnancy, fetus, or nursing child may request reassignment to alternative work, at equal pay. The employer may request a physician, physician assistant or nurse practitioner statement regarding the proven or potential harm.

Section 5.

Information requested by a member of the Central Safety Committee regarding working conditions concerning health and safety will be provided in writing to the Central Safety Committee by the Agency's Health and Safety Officer within fifteen (15) days of the request. If the Agency is not able to respond to the request for information, the Agency will provide a written explanation.

Section 6.

The Agency shall provide space and suitable furnishing, such as cots, beds, or stretchers, including disposable sheets or equivalent devices, to permit ill or injured employees to lie down during working hours.

Section 7.

The Agency shall provide and maintain first aid kits in all work locations for use by employees in emergencies.

Section 8. Safety Committees.

Safety committees are recognized as non-adversarial, cooperative workgroups for management and workers to promote safety and health in the workplace.

- a. A central safety committee shall be administered by the Agency. In the area of safety, the committee's function will be as set forth by OAR 437-01-765. The Union and Management shall each appoint five (5) members who will serve by consent. In addition to the duties and responsibilities set forth in OAR 437-01-765, the Central Safety Committee will also:
 1. By mutual agreement, determine appropriate annual training to be provided to members of the safety committees and Premises Safety Representatives, including training provided by the Department of Consumer and Business Services, OR-OSHA Division.
 2. Be given the opportunity for input into the selection of long-term retainer contracts for health and safety consultants, prior to the Agency employing the consultants.
- b. The DEQ Laboratory and the Vehicle Inspection Program shall each have safety committees of at least four (4) members comprised of equal numbers of management and represented staff from the respective programs. The number of employees on each of these committees will be determined by the Agency. The function of these safety committees is to discuss the specific and unique health and safety issues experienced in these areas, make recommendations for improvements, and assist in implementing approved changes. Two (2) represented employees from the Central Safety Committee shall each serve on one (1) of these two (2) committees.
- c. Safety committee members are expected to come to safety committee meetings prepared to discuss agenda items and shall be allowed up to four (4) hours of paid time per month to prepare, during their regular work hours at a time approved by their supervisor.
- d. Safety committee chairs and vice-chairs shall be allowed up to two (2) additional hours each of paid time per month to prepare, during their regular work hours at a time approved by their supervisor.

Section 9.

Management will select from volunteers or appoint Premises Safety Representatives (PSRs). PSRs will perform the duties identified in the Health and Safety Standard for Premises Safety Representatives. Upon request by the PSRs their manager will attach a copy of the PSR roles and responsibilities to their work agreement.

Section 10.

Where medical records are necessary for the monitoring of employees exposed to hazardous materials, such records will be maintained by a medical facility in accordance with OAR 437-01-700 to 742 and the security and privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA). Records may be reviewed by the employee subject to standard operating procedures of the medical facility. The medical facility shall recommend work restrictions needed by individual employees to protect their health. These recommendations will be provided to both management and the employee subject to the

requirements of HIPAA.

Medical records provided to the Agency by the employee or by the employee's medical provider with the employee's authorization, shall be kept in a confidential file, separate from the employee's official personnel file. The contents of this file may be shared subject to the requirements of HIPAA with appropriate management staff on a strict need-to-know basis.

Section 11.

The Agency will provide to employees in operations where safety glasses are required, prescription safety glasses, and replacement prescription safety glasses as needed, not to exceed two hundred and fifty dollars (\$250.00) annually. Choice of frames will be made by the employee. [Note: It is not the Agency's practice or intent to pay for eye examinations.]

Section 12.

For duties determined by the Health and Safety program, appropriate safety equipment for the Vehicle Inspection Program, including footwear and gloves, will be required to be worn and shall be provided or reimbursed as outlined in Section 2 of this Article. The reimbursement per employee shall not exceed four hundred dollars (\$400.00) each biennium for footwear and forty dollars (\$40.00) for gloves, or the amount identified in DEQ's Health and Safety procedure, whichever is greater.

Section 13. Wellness Committee.

A joint management/represented employee committee will provide guidelines and suggested policies for implementation of an employee wellness program. The committee shall not exceed a total of sixteen (16) members, one (1) of which may be a member appointed by the Union. All members may be in paid time for up to four (4) hours per month for committee meetings and work assigned by the committee. The committee will select a chairperson from among the members and will be provided a budget of twenty thousand dollars (\$20,000) per biennium to implement a statewide program designed to enhance employee health. Elements of the statewide program may be responsive to needs of a particular worksite or region. The Central Services Administrator or designee will provide oversight to the committee and approve recommended expenditures of budgeted funds. The chair of the wellness committee is responsible for providing an annual report of the Agency's wellness expenditures shall be provided to the Labor Management Committee. Wellness committee chair and vice-chair shall be allowed up to two (2) additional hours each of paid time per month to prepare, during their regular work hours at a time approved by their supervisor.

Section 14. Respectful Workplace

1. The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).
2. If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled 'Maintaining a Professional Workplace' (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency's Human Resources Office.
3. The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this section.
4. The Agency shall investigate the complaint and shall provide a written response to the

employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency and the Union may mutually agree on additional time needed to complete the investigation. The Agency will notify the Union and employee filing the complaint of the specific reason(s) for the additional time needed. The response will include whether the complaint was substantiated and any relevant non confidential information pertaining to the remedial steps taken, if any. Repeated behavior or conduct shall be reported to the Agency Human Resource Office.

5. For purposes of this section, the grievance procedure in subsection f replaces the grievance procedure outlined in the local agreement.
6.
 - a. If the employee who filed the complaint believes that the Agency did not respond to the complaint or the complaint process was not followed, the Union, on behalf of the employee, may file a grievance directly with the Agency Head. The Agency Head or designee shall respond to the grievance within thirty (30) calendar days from the date of receipt of the grievance.
 - b. If the employee continues to believe the Agency did not respond to the complaint or did not follow the complaint process, the Union, on behalf of the employee may, within fifteen (15) calendar days of the Agency Head or designee's response, file the grievance with the Department of Administrative Services Labor Relations Unit. The grievance will be investigated and a response provided within thirty (30) calendar days from the date the grievance was appealed to the Department of Administrative Services.
 - c. If the Department of Administrative Services Labor Relations Unit's response did not respond to the complaint or did not address whether the complaint process was followed, the Union may file for arbitration in accordance with the Grievance Procedure article.
 - d. The arbitrator shall not have authority to impose any employment actions, including but not limited to discipline on any employee, supervisor or manager, transfer of any employee, supervisor or manager, reassign an employee, supervisor or manager to another work location or duties or otherwise affect staffing. In addition, the arbitrator shall not have authority to impose or establish any monetary penalties or costs, award front or back pay, issue any monetary damages for pain and suffering or stress related claims.
7. No employee shall be subject to retaliation for reporting or filing a complaint, providing a statement or otherwise participating in the administration of the statewide policy or grievance process outlined in this section. Reports of retaliation shall be reported to the Agency Human Resources Office.

See LOA: [Section 12 - Health and Safety \(VIP only\)](#), [Mental Health Training Resources](#)

Rev: 2015, 2017, 2021,2023

ARTICLE 23 – EDUCATION, TRAINING, AND CAREER DEVELOPMENT

Section 1.

The Agency recognizes that employee participation in training, education and career development is beneficial to both the Agency and employees. The Agency will, as far as it is reasonably practicable to do so, provide training, education and career development opportunities for all employees. Such opportunities include, but are not limited to, job-related and career development training, participation in conferences and workshops, job rotations, mentorships and special assignments. The Agency will obtain and disseminate current information about available training and opportunities on a timely basis. To ensure that all

employees are aware of the career development program, the Agency shall post information regarding the career development program on the Intranet, post notices via E-Mail at least annually and include information in New Employee Packets and New Employee Orientation. Employees share responsibility for identifying, researching, applying for training, education and career development opportunities. Annually, employees will develop a training plan with their supervisor that identifies required and job-related trainings. The training plan may include career development and employee-proposed job rotation opportunities, if applicable.

Section 2.

Training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Agency, they shall be notified in writing, and they shall be paid for the time as time worked. When a regular status employee requests training, the request shall be made in writing in accordance with the procedure in the Agency Education and Training policy and management will provide a written response in accordance with Agency training policy, within fifteen (15) days of the training request submittal. A copy of any training requests that are denied will be provided to the Agency Training Coordinator in addition to the employee. The Agency will provide either a summary or copies of the denials to the Labor Management Committee annually.

Section 3.

Vehicle Inspection Program employees may be granted paid time at their regular rate of pay to participate in DEQ or other state agency mentorship opportunities on their regularly scheduled days off (excluding holidays) during the normal business week. Requirements regarding participation are:

- a. The employee must complete a DEQ mentorship interest form.
- b. The employee's supervisor's approval.
- c. The receiving mentor's supervisor approval.
- d. For purposes of calculating overtime pursuant to [Article 35](#) - Overtime, hours worked on scheduled days off for mentorship purposes will not count as time worked provided doing so complies with wage and hour requirements. Should the Bureau of Labor and Industries, or other authority, such as a court or arbitrator, determine the mentorship hours are subject to overtime requirements, management and the union shall meet to attempt to arrange a mutually agreeable alternative to provide for paid mentorship opportunities for employees.

Section 4.

The Agency may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Attendance at such training may be mandatory without loss of pay to the employee. The Agency shall determine the method of travel and shall reimburse or pay for those travel expenses.

Section 5.

Criteria used to approve or deny training, education, or career development shall be based on the current Agency training, education or career development program policy and procedure. Policies and procedures shall be reviewed and updated, if necessary, no less than every two (2) years and shall be readily available to all employees. If a regular status employee desires reimbursement for course registration for training outside of the Agency, the employee must receive written approval from the Agency.

Section 6.

When the Labor Management Committee reviews the Education and Training policy, the Union shall be allowed to invite up to four (4) non-committee represented members to participate in the committee discussions. Non-committee members shall be allowed up to ten (10) hours of paid time to participate in and prepare for discussions and committee meetings regarding the Education and Training Policy.

Section 7. Training on Employer Benefits

Education and training related to PERS retirement benefits that is offered by the State shall not be unreasonably denied.

(See LOA: [ETC Development](#))

Rev: 2015,2019

ARTICLE 24 - WORKWEEK, WORKDAY AND WORK SCHEDULE

Section 1. Definitions.

The regular workweek is defined as seven (7) consecutive calendar days beginning on 12:01 a.m. on Monday and ending on the following Sunday at 12:00 midnight. A workday is the twenty-four (24)-hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight.

Alternate workweek schedules are defined as seven (7) consecutive calendar days beginning at 12:01 p.m. on Monday and ending on the following Monday at 12:00 noon, or beginning on 12:01 p.m. on Friday and ending on the following Friday at 12:00 noon; or a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, and is four (4) or five (5) consecutive days beginning on 12:01 a.m. Monday and ending on the following Sunday at 12:00 midnight.

Section 2.

A regular work schedule is five (5) consecutive eight (8)-hour days. Alternative work schedules are anything other than five (5) consecutive eight (8)-hour days.

Section 3.

- a. Employees on a Regular Work Schedule. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements. Each employee working an eight (8)-hour day shall be allowed two (2) rest periods.
- b. Employees on an Alternative Work Schedule. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements.
- c. Employees expected to work two (2) or more overtime hours past their regular shift shall be entitled to a fifteen (15)-minute rest period at the end of their regular shift and shall be entitled to rest periods as scheduled by the subsequent shift.

Section 4.

All employees working at least an eight (8) hour workday shall be granted a nonduty meal period of not less than thirty (30) minutes and not more than two (2) hours. Such meal period shall be scheduled as close as possible to the middle of the workday. Employees working less than an eight (8)-hour workday may be granted a meal period as determined by the Agency, except that a meal period is not required for work periods of less than six (6) hours .

Section 5.

Employees assigned by their supervisor to take a meal period at their desk or office will have their meal periods considered on-duty time.

Section 6.

An employee desiring a change in work schedule may request such change to their supervisor. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to reporting time pay, and shift differential associated with the request. See LOA: [Workweek, Workday and Work Schedule](#)

ARTICLE 24A - FLEXTIME

Section 1. Definitions.

Regular schedule is five (5) consecutive eight (8)-hour days recurring each week.
Alternative schedule shall be any other full-time work schedule.

Section 2.

Work schedules shall be designated as either "regular" or "alternative." The starting and ending times during the week may vary to accommodate Agency needs and specific individual needs (generally referred to as flex time). These needs include job assignments, department operational needs, transportation, child care and education related to career advancement. The starting and ending time shall be approved by the supervisor and shall not be prior to 7:00 a.m. and the ending time shall not be after 6:00 p.m. Any exception must be requested in writing and mutually agreed to by the employee and supervisor. Alternative scheduling agreed to will not impact or impair the Agency's ability to schedule or grant overtime, call-back, or other similar work assignment or scheduling.

Section 3.

All alternative work schedules must be responsive to the operational needs of the work unit. This shall include responsiveness to others both within and outside the Agency from 8:00 a.m. to 5:00 p.m., Monday through Friday. Such scheduling may vary to meet the operational needs for Vehicle Inspection Stations, the Regions, and Laboratory.

Section 4.

Employees on all work schedules are expected to take a one (1)-hour lunch break. Any employee who desires a shorter, or longer, lunch break shall indicate such on a work schedule form. In no event shall the meal period be less than thirty (30) minutes, or longer than two (2) hours. Statute requires that employees with work periods seven (7) hours or less shall begin their lunch break between the second (2nd) and fifth (5th) hours, and those with work periods more than seven (7) hours begin their lunch break between the third (3rd) and sixth (6th) hours, after starting work, but in no event would this provision be superseded by a flex schedule. Current practice regarding accommodation for rest breaks shall continue.

Section 5.

Proposals for alternative work schedules may be initiated by a permanent or Limited Duration full-time status employee and must be approved by the immediate supervisor. Prior to approval by the immediate supervisor, work unit members will work together to prepare an alternative work schedule proposal and submit it to their immediate supervisor for review and concurrence. The manager of the unit will determine each employee's schedule within the unit to ensure that the work unit operational needs are met. Trial service employees may request an

alternative work schedule where it can be demonstrated that the alternative schedule requested can be accommodated and appropriate supervision for a trial service employee is available.

Section 6.

Where more than one (1) employee requests the same schedule and such schedule cannot be accommodated, preference will be granted on the basis of seniority within DEQ. Once a schedule has been granted, an employee may not be displaced by a more senior employee. Where seniority is the basis for a preferred alternative schedule, it may be used only once for the life of this agreement. New employees to the unit will be allowed to participate as can be reasonably accommodated within prior approved employees' schedules. Agency employees who transfer to a different unit cannot transfer their previously approved alternative schedule also. They may be accommodated upon request where such request meets the operational needs of the work unit.

Section 7.

Alternative work schedules will initially be approved for a period not to exceed one (1) year for regular status employees. A review of alternative schedules shall occur at least annually or as needed. At the time of review, individuals will not automatically have preferred allocation of the prior schedule as stipulated under Section 6 above.

Section 8.

An alternative schedule shall not allow an employee to work more than ten (10) regularly scheduled hours each day. Overtime for employees working an alternative schedule would start after forty (40) hours during a one (1)-week scheduled work period. In any event, overtime must have prior approval or scheduled consistent with the intent of [Article 35 - Overtime](#) in the Collective Bargaining Agreement.

Section 9.

During a work period when a compensable holiday occurs the employee will be granted appropriate holiday hours for the holidays recognized in [Article 28 - Holidays](#) at the straight-time rate. When the compensable holiday, or portion thereof, falls on the employee's scheduled flex day off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period. If the employee cannot schedule an alternate day off during the workweek in which the holiday occurs the holiday will be accrued as compensatory time at the straight-time rate. If at any time the operational needs of the work unit cannot be met, alternative schedules previously granted may be rescinded. Where such circumstances arise, the Agency shall notify the Union.

Section 10.

The rejection of an alternative work schedule request is not arbitrable or grievable, however, an appeal procedure shall include the following:

- a. Where an employee's request for an alternative schedule is denied, such denial will be in writing. In those instances, the supervisor will provide an explanation for the rejection. The affected employee may file an appeal in writing to the supervisor that denied their request within five (5) working days of the denial.
- b. Within five (5) working days of receipt of the written appeal, a hearing panel must be convened to hear the appeal. The hearing panel will be comprised of two (2) Union members and two (2) management staff. The decision of the panel is final and binding unless a deadlock occurs.
- c. Where a deadlock does occur, the Director of the Department will make the final

decision within five (5) working days of receipt of the deadlock. This decision is final and binding.

Section 11.

Nothing in this Article shall preclude the parties from conferring or agreeing on alternative work schedule Pilot Programs designed to meet desirable, or necessary, Agency objectives such as, but not limited to, reducing automobile commuter travel miles, meeting increased work demands within limited workspace, etc.

Rev: 2017

ARTICLE 25 - REPORTING TIME

Section 1.

Reporting time is the time designated or recognized as the start of the daily work shift or schedule.

Section 2.

An employee's reporting time may be changed without penalty if the employee is notified a minimum of twenty-four (24) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without the required notice, the employee shall be entitled to penalty payment at time and one-half (1-1/2) for the first two (2) hours worked.

Section 3.

An employee who is scheduled for and reports work and is immediately released from work, except for situations addressed in [Article 27 – Inclement Weather/Hazardous Conditions](#), shall be paid for four (4) hours, unless the scheduled shift is less than four (4) hours in duration, then the employee shall be paid for the hours scheduled. When an employee actually begins their scheduled shift, the employee shall be paid for the remainder of their scheduled shift.

Section 4.

When a change in reporting time is requested by an employee and approved by the Agency, all forms of overtime compensation and reporting time pay associated with the changed schedule shall be waived.

ARTICLE 26 - SCHEDULING COMPENSATORY TIME OFF

Section 1.

Subject to the operating requirements of the Agency, an employee shall have their choice of scheduling compensatory time off on a first-come, first-served basis. If two (2) or more employees request the same period of time off on the same day, and this conflicts with operating requirements, the employee having the greatest seniority with the Agency shall be granted the time off, if the matter cannot be resolved by agreement between the employees concerned. Compensatory time may be taken in time increments of less than eight (8) hours.

Section 2.

Compensatory time off shall be scheduled in accordance with standard procedures used for vacation leave and are subject to the provisions under the vacation leave Article.

Section 3.

An employee may accrue up to eighty (80) hours of compensatory time off. The Agency may allow accrual of additional hours of compensatory time off above eighty (80) hours if

specifically requested by the employee. Any hours in excess of eighty (80) hours shall be paid to the employee by the Agency, or scheduled off with the mutual agreement of the supervisor and the employee, within thirty (30) days of the excess accrual.

Section 4.

When an employee terminates employment with the Agency, the Agency shall pay all unused compensatory time hours to the employee in the last paycheck.

ARTICLE 27 - 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 shall factor in the safety of State employees and the public to determine a closure. An employee shall have the right to leave work if they deem it is necessary for safety. Subject to the operating needs of the agency and notification to their immediate supervisor, an employee may leave work early due to inclement weather or hazardous conditions and code their time as accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay. 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. Notifications do not apply to employees who are required to report to work.
- b. 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. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work. Essential staff/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two (2) 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.
- c. Where the Employer/Agency has announced a delayed opening pursuant to Section 1(A), employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. In inclement weather conditions employees reporting late will be paid for the whole day in accordance with current practice. 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.

- d. When a closure has been determined before the start of an employee's work day the employee may:
 1. work from home, with manager's approval 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; or
 3. use inclement weather/hazardous conditions leave as allowed for in Section 6 of this Article.

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:

- a. use accrued vacation hours, compensatory time off, personal leave time, leave without pay; or,
- b. use inclement weather/hazardous conditions leave not to exceed forty (40) hours a biennium, or,
- c. Complete supervisory approved remote training courses
- d. 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 maybe 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,

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 calculation.

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) and be paid for the time worked.

Employees who have been pre-approved to work remotely and are unable to complete their assigned duties due to a loss of electricity, loss of internet service, or comparable circumstance, due to inclement or hazardous conditions will pursue alternative methods for completing their assigned duties. However, employees unable to work through an alternative method will be eligible for inclement/hazardous 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 supervisors 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 work from home with the approval of their supervisor, use accrued vacation leave, compensatory time off, personal leave or approved leave without pay, or accrued sick leave. Where the Employer and the employee mutually agree, the employee may be permitted to flex their time. This provision will not alter existing DEQ provisions.

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.

If the Employer/Agency anticipates the inclement condition will last no longer than fourteen (14) calendar days, the Parties will meet and discuss impacts of the inclement weather/and or hazardous conditions.

Section 11.

When Agency offices or facilities are open and weather conditions, in the judgment of the employee, change to inclement or hazardous, the employee may request leave to go home prior to the end of shift. The employee may, with Agency prior approval, temporarily adjust their work hours or telework in accordance with Agency guidelines to make up for hours not worked during the same workweek. 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 iLearn or other Agency approved resources remotely. Employees engaging in these options will waive their shift differential for such time. Otherwise, the employee may request and

the Employer may grant vacation leave, compensatory time, or leave without pay to cover such time loss.

REV: 2017,2019, 2021,2023

ARTICLE 28 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

- a. New Year's Day on January 1;
- b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- c. President's Day on the third Monday in February;
- d. Memorial Day on the last Monday in May;
- e. Juneteenth on June 19;
- f. Independence Day on July 4;
- g. Labor Day on the first Monday in September;
- h. Veterans 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.

When a holiday specified in this Section falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in this Section falls on a Sunday, the following Monday shall be recognized as the holiday.

The Portland-Metro Area Clean Air Station employees in the working title of Vehicle Emissions Inspector have work schedules of Tuesday through Saturday, the above compensable holidays shall be recognized as follows:

New Year's Day: Monday, January 1, 2024

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 12/26/23	Wednesday, 12/27/23	Thursday, 12/28/23	Friday, 12/29/23	Saturday, 12/30/23
Scheduled Hours: 8:30a.m. -5:30p.m.	Scheduled Hours: 8:30a.m. – 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed

New Year's Day: Wednesday, January 1, 2025

Tuesday, 12/31/24	Wednesday, 01/01/25	Thursday, 01/02/25	Friday, 01/03/25	Saturday, 01/04/25
Scheduled Hours: 8:30a.m. - 5:30p.m.	Holiday	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 1:00p.m.
Working Hours: 8.5 hrs	8 hrs Holiday Leave 2 hrs MPL	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	Working Hours: 4.5 hrs
Operating Hours: 8:30a.m. - 5:30p.m.	Closed	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 1:00p.m.

Martin Luther King Jr Day: Monday, January 15, 2024

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 01/09/24	Wednesday, 01/10/24	Thursday, 01/11/24	Friday, 01/12/24	Saturday, 01/13/24
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed

Martin Luther King Jr Day: Monday, January 20, 2025

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 01/14/25	Wednesday, 01/15/25	Thursday, 01/16/25	Friday, 01/17/25	Saturday, 01/18/25
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed

Presidents Day: Monday, February 19, 2024

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 02/13/24	Wednesday, 02/14/24	Thursday, 02/15/24	Friday, 02/16/24	Saturday, 02/17/24
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed

Presidents Day: Monday, February 17, 2025

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 02/11/25	Wednesday, 02/12/25	Thursday, 02/13/25	Friday, 02/14/25	Saturday, 02/15/25
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed

Memorial Day: Monday, May 27, 2024

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 05/21/24	Wednesday, 05/22/24	Thursday, 05/23/24	Friday, 05/24/24	Saturday, 05/25/24
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed

Memorial Day: Monday, May 26, 2025

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 05/20/25	Wednesday, 05/21/25	Thursday, 05/22/25	Friday, 05/23/25	Saturday, 05/24/25
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed

Juneteenth: Wednesday, June 19, 2024

Tuesday, 06/18/24	Wednesday, 06/19/24	Thursday, 06/20/24	Friday, 06/21/24	Saturday, 06/22/24
Scheduled Hours: 8:30a.m. - 5:30p.m.	Holiday	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 1:00p.m.
Working Hours: 8.5 hrs	8 hrs Holiday Leave 2 hrs MPL	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	Working Hours: 4.5 hrs
Operating Hours: 8:30a.m. - 5:30p.m.	Closed	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 1:00p.m.

Juneteenth: Thursday, June 19, 2025

Tuesday, 06/17/25	Wednesday, 06/18/25	Thursday, 06/19/25	Friday, 06/20/25	Saturday, 06/21/25
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: Holiday	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30 a.m. - 1:00 p.m.
Working Hours: 8.5 hrs	Working Hours: 10 hrs	8 hrs Holiday Leave 0.5 hrs MPL	Working Hours: 8.5 hrs	Working Hours: 4.5 hrs
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Closed	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 1:00p.m.

Independence Day: Tuesday, July 4, 2023

Tuesday, 07/04/23	Wednesday, 07/05/23	Thursday, 07/06/23	Friday, 07/07/23	Saturday, 07/08/23
Holiday	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. – 1:00p.m.
8 hrs Holiday Leave 0.5 hrs MPL	Working Hours: 10 hrs	Working Hours 8.5 hrs	Working Hours: 8.5 hrs	Working Hours: 4.5 hrs
Closed	Operating Hours: 8:30a.m. - 7:00p.m,	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. – 1:00p.m.

Independence Day: Thursday, July 4, 2024

Tuesday, 07/02/24	Wednesday, 07/03/24	Thursday, 07/04/24	Friday, 07/05/24	Saturday, 07/06/24
Scheduled Hours: 8:30a.m. - 5:30p.m	Scheduled Hours: 8:30a.m. - 7:00p.m.	Holiday	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 1:00p.m.
Working Hours: 8.5 hrs	Working Hours: 10 hrs	8 hrs Holiday Leave 0.5 hrs MPL	Working Hours 8.5 hrs	Working Hours 4.5 hrs
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Closed	Operating Hours: 8:30a.m. – 5:30p.m.	Operating Hours: 8:30a.m. – 1:00p.m.

Labor Day: Monday, September 4, 2023

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 08/29/23	Wednesday, 08/30/23	Thursday, 08/31/23	Friday, 09/01/23	Saturday, 09/02/23
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. – 5:30p.m.	Closed

Labor Day: Monday, September 2, 2024

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 08/27/24	Wednesday, 08/28/24	Thursday, 08/29/24	Friday, 08/30/24	Saturday, 08/31/24
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed

Veterans Day: Saturday, November 11, 2023

Tuesday, 11/07/23	Wednesday, 11/08/23	Thursday, 11/09/23	Friday, 11/10/23	Saturday, 11/11/23
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8: 30 a.m. - 5:30p.m.	Holiday
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs <u>Holiday</u> <u>Leave</u> 3.5 hrs Straight Time Accrued
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed

Veterans Day: Monday, November 11, 2024

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 11/05/24	Wednesday, 11/06/24	Thursday, 11/07/24	Friday, 11/08/24	Saturday, 11/09/24
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed

Thanksgiving: Thursday, November 23 and Friday, November 24, 2023

Tuesday, 11/21/23	Wednesday, 11/22/23	Thursday, 11/23/23	Friday, 11/24/23	Saturday, 11/25/23
Scheduled Hours: 7:00a.m. - 7:30p.m.	Scheduled Hours: 7:00a.m -7:30p.m.	Holiday	Holiday	Off
Working Hours: 12 hrs	Working Hours: 12 hrs	8 hrs	8 hrs	0 hrs
Operating Hours: 8:00a.m. - 7:30p.m.	Operating Hours: 8:00a.m. - 7:30p.m.	Closed	Closed	Closed

Thanksgiving: Thursday, November 28 and Friday, November 29, 2024

Tuesday, 11/26/24	Wednesday, 11/27/24	Thursday, 11/28/24	Friday, 11/29/24	Saturday, 11/30/24
Scheduled Hours: 7:00a.m. - 7:30p.m.	Scheduled Hours: 7:00a.m. - 7:30p.m.	Holiday	Holiday	Off
Working Hours: 12 hrs	Working Hours: 12 hrs	8 hrs	8 hrs	0 hrs
Operating Hours: 8:00a.m. - 7:30p.m.	Operating Hours: 8:00a.m. - 7:30p.m.	Closed	Closed	Closed

Christmas: Monday, December 25, 2023

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Five (5) hours of straight time used during this work week. Three (3) hours added to straight time leave balance.]

Tuesday, 12/19/23	Wednesday, 12/20/23	Thursday, 12/21/23	Friday, 12/22/23	Saturday, 12/23/23
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. – 5:30p.m.	Special Leave (Governor’s Leave)	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	8 hrs Special Leave 0.5 Straight Time Used	4.5 hrs Straight Time Used
Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. – 5:30p.m.	Closed	Closed

Christmas: Wednesday , December 25, 2024

Tuesday, 12/24/24	Wednesday 12/25/24	Thursday, 12/26/24	Friday, 12/27/24	Saturday, 12/28/24
Special Leave (Governor's Leave)	Holiday	Scheduled Hours: 8:30a.m. – 5:30p.m.	Scheduled Hours: 8:30a.m. – 5:30p.m.	Scheduled Hours: 8:30a.m. – 1:00p.m.
8 hrs Special Leave 0.5 MPL	8 hrs Holiday Leave 2 hrs MPL	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	Working Hours: 4.5 hrs
Closed	Closed	Operating Hours: 8:30a.m. – 5:30p.m.	Operating Hours: 8:30a.m. – 5:30p.m.	Operating Hours: 8:30a.m. – 1:00p.m.

During the work period when a compensable holiday occurs, the procedures in Article 24A, Section 9 shall be followed.

Section 2.

Holiday compensation is called holiday pay.

Full-time employees shall be compensated at the straight time rate for eight (8) hours for each recognized holiday listed in Section 1 and the additional paid leave described in Section 5.

All part-time employees shall receive a prorated share of the eight (8) hours holiday pay and the additional paid leave described in Section 5 based on the same percentage or fraction of month as they are normally scheduled to work.

Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

Section 3.

Employees who are required to work on recognized holidays shall be entitled to the holiday pay as provided for by Section 2 of this Article plus compensatory time off or cash for all such time worked at the rate of time and one-half (1-1/2). The rate at which an employee shall be compensated for working on a holiday shall not exceed the rate of time and one-half (1-1/2) in addition to holiday pay.

Section 4.

An employee will receive compensatory time off for holiday time worked unless the employee requests, in writing, cash. The compensatory time accrual limits established in [Article 26 - Scheduling of Compensatory Time Off](#) shall apply.

Section 5.

In addition to the holidays specified in this Article, all full-time employees shall receive eight (8) hours of paid leave. Part-time employees will receive prorated share of eight (8) hours paid leave. Employees may request the option of using this paid leave on any workday during the calendar year. Approved usage of this leave shall be taken in a single block of time and granted on a basis which shall preclude the closure of state facilities. Except for Clean Air Station employees in the working title of Vehicle Emissions Inspector, employees may request the option of using this paid leave on any workday during the calendar year. Approved usage of this leave shall be taken in a single block of time and granted on a basis which shall preclude the closure of state facilities.

For employees in the working title of Vehicle Emissions Inspector, eight (8) hours of special paid leave shall be used as specified below:

For the Portland-Metro Area Clean Air Stations:

First winter

8.0 hours on Friday, December 22, 2023

Second winter

8.0 hours on Tuesday, December 24, 2024

For the Medford Area Clean Air Station:

First winter

8.0 hours on Tuesday, December 26, 2023

Second winter

8.0 hours on Tuesday, December 24, 2024

Section 6.

During the workweek in which a compensable holiday occurs, in order to maintain a forty (40)-hour workweek, an employee on an alternate work schedule may elect to use accrued vacation, personal business or comp time leave to cover the work schedule hours during the designated holiday in excess of eight (8) hours. In lieu of using accrued leave, an employee may adjust their work hours during the workweek in which the holiday occurs to maintain a forty (40)-hour workweek.

See LOA: [Holidays Portland-Metro Holiday Schedule For Vehicle Emissions Inspectors](#)

Rev: 2015, 2017, 2019, 2021, 2023

ARTICLE 29 – VACATION LEAVE

Section 1. Vacation Leave for Full-time Employees.

Full-time classified employees shall accrue vacation leave in accordance with the schedule below. Employees who are new to state service may use accrued vacation leave during the first six months of employment; however, if an employee separates from state service prior to the completion of six months, any accumulated vacation time not utilized will be lost and is not compensable upon separation.

Initial appointment to state service through fifth (5 th) year	Twelve (12) workdays for each twelve (12) months of service (eight (8) hours per month)
After fifth (5 th) year through tenth (10 th) year	Fifteen (15) workdays for each twelve (12) months of service (ten (10) hours per month)
After tenth (10 th) year through fifteenth (15 th) year	Eighteen (18) workdays for each twelve (12) months of service (twelve (12) hours per month)
After fifteenth (15 th) year through twentieth (20 th) year	Twenty-one (21) workdays for each twelve (12) months of service (fourteen (14) hours per month)

After twentieth (20th) year through twenty-fifth (25th) year

Twenty-four (24) workdays for each twelve (12) months of service (sixteen (16) hours per month)

After twenty-fifth (25th) year

Twenty-seven (27) workdays for each twelve (12) months of service (eighteen (18) hours per month)

A full-time employee working less than a month shall accrue vacation leave on a pro rata basis. If an employee has a break in service and that break does not exceed two (2) years, the employee shall be given credit for the time worked prior to the break in service.

Section 2. Vacation Leave for Part-time Employees.

A part-time employee shall accrue vacation leave on a pro rata basis per the same schedule as full-time employees.

Section 3. Vacation Leave for Seasonal Employees.

Seasonal employees who are new to state service shall accrue vacation leave during their first one-thousand and forty (1,040) hours of employment, however if a seasonal employee separates from state service prior to the completion of those one-thousand and forty (1,040) hours, any accumulated vacation time not utilized will be lost and is not compensable upon separation. In accumulating this initial six (6) months of service, time worked prior to a break in service may be credited if the break does not exceed two (2) seasons. An employee may not be credited with more than one (1) season during a calendar year. Thereafter, vacation leave shall be accumulated as follows:

Initial appointment to state service through fifth (5th) annual season

Twelve (12) workdays for each twelve (12) months of service (eight (8) hours per (month)

After fifth (5th) annual season through tenth (10th) annual season

Fifteen (15) workdays for each twelve (12) months of service (ten (10) hours per month)

After tenth (10th) annual season through fifteenth (15th) annual season

Eighteen (18) workdays for each twelve (12) months of service (twelve (12) hours per month)

After fifteenth (15th) annual season through twentieth (20th) annual season

Twenty-one (21) workdays for each twelve (12) months of service (fourteen (14) hours per month)

After twentieth (20th) annual season through twenty-fifth (25th) annual season

Twenty-four (24) workdays for each twelve (12) months of service (sixteen (16) hours per month)

After twenty-fifth (25th) annual season

Twenty-seven (27) workdays for each twelve (12) months of service (eighteen (18) hour per month)

Vacation leave shall not accrue during a leave of absence without pay, the duration of

which exceeds fifteen (15) calendar days.

Section 4. Eligibility for Vacation Credits.

Time spent by an employee in actual State service or on Peace Corps, military, or job-incurred disability leave without pay shall be considered as time in the State service in determining length of service for vacation credits.

Section 5. Restoration of Vacation Leave Credits.

All time in the exempt or unclassified service, shall be counted as long as there is not a break in service of more than two (2) years in determining the level of accrual.

Section 6. Termination Vacation Pay.

An employee who is laid off or terminates after six (6) full months of Agency service shall be paid upon separation from Agency service for accrued vacation time except as provided as offset for damages or misappropriation of State property or equipment. Employees on military leave of absence may request payment for accrued vacation.

Section 7. Scheduling of Vacations.

Vacations shall be scheduled at a time mutually acceptable to the Agency and the employee and consistent with the work requirements of the Agency. 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 8. Vacation Accrual.

An employee shall be allowed to accumulate a maximum of three hundred fifty (350) hours of vacation leave; however, in the event of layoff, resignation, retirement or termination any unused vacation up to three hundred (300) hours will be paid to the employee. An employee transferring in from another State agency may transfer up to eighty (80) hours of accrued vacation leave. Where vacation leave is requested and denied resulting in loss of leave, the employee shall be authorized to cash out sixty (60) hours of vacation leave accrued. 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 sixty (60) 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.

If the Agency cancels an Agency approved vacation in which unrecoverable deposits have been paid by an employee, the Agency shall reimburse the employee for the deposits. The Agency shall require written proof of unrecoverable deposits.

Section 10.

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

Section 11.

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

Section 12.

- a. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA), the Employer shall not require an employee to substitute any paid leave earned under this Agreement for unpaid leave taken under the FMLA and/or OFLA without the consent of the employee.
- b. Part-time employees who would otherwise qualify for leave under the FMLA and/or OFLA, but for the number of hours worked, may request leave without pay without first exhausting their accrued paid leave, subject to the same notice, documentation and other limitations and conditions applicable to full-time employees.

Section 13. Vacation Cashout.

In addition to Article 29, 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.

To avoid losing vacation, the employee must request vacation leave. An Agency may authorize cash payment of sixty (60) hours, upon determining that granting of vacation leave is not appropriate.

Rev: 2017, 2019, 2021,2023

ARTICLE 30 – SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits.

Employees shall accrue eight (8) hours of sick leave with pay credits for each full month worked. Employees who work less than the full month but at least thirty-two (32) hours during the month shall accrue sick leave with pay on a pro rata basis for the month.

Section 2. Eligibility for Sick Leave With Pay.

Employees shall be eligible for sick leave with pay immediately upon accrual.

Section 3. Determination of Service for Sick Leave With Pay.

Actual time worked and all leave with pay 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 in that month.

Section 4. Utilization of Sick Leave With Pay.

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 including biological, adoptive, foster, step parent, parent-in-law; wife, husband, children including biological, adopted, foster or stepchild; brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or another member of the immediate household or domestic partner) 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) consecutive working 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.

Section 5. Sick Leave With Pay on Termination.

Compensation for accrued sick leave shall not be paid to an employee on termination for any reason.

Section 6. Restoration of Sick Leave Credits.

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

Section 7. Sick Leave Without Pay.

a. **Job-Incurred injury or illness:**

After earned sick leave has been exhausted and the employee has the opportunity in writing to exercise the option of using accumulative time as outlined in [Article 41 – Workers Compensation](#), the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of that position. No compensatory time, vacation time or other accumulated time shall be deducted from the employee's time unless directed by the employee in writing. If such direction is not given by the employee, leave without pay shall be granted.

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.

b. **Non-Job-Incurred injury or illness:**

After earned sick leave has been exhausted, the Agency may grant sick leave without pay or the use of other accrued leave for any non-job-incurred injury or illness.

The Agency may require that the employee submit a certificate from the attending physician or practitioner in verification of the injury or illness. If the certificate does not clearly show injury or illness sufficient to preclude the employee from the performance of duties, Human Resources will notify the employee of the deficiencies in the

certificate and the need for clarification. The employee will then contact the attending physician or practitioner for clarification. Upon request, Human Resources will provide the employee with copies of any documentation to and from the attending physician or practitioner. .

The Agency may require a statement from the attending physician or practitioner releasing the employee returning from sick leave without pay.

Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply a certificate from the attending physician or practitioner, or if the additional clarification does not clearly show injury or illness sufficient to preclude that employee from the performance of duties, related sick leave without pay may be canceled, which may lead to discipline up to and including dismissal.

Section 8.

An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to the Agency from a different State agency. An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to a different State agency if allowed by that agency's rules or Collective Bargaining Agreement.

Section 9. Federal Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA).

- a. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA), the Agency shall not require an employee to substitute any paid leave earned under this Agreement for unpaid leave taken under the FMLA and/or OFLA without the consent of the employee.
- b. Part-time employees who would otherwise qualify for leave under the FMLA and/or OFLA, but for the number of hours worked, may request leave without pay without first exhausting their accrued paid leave, subject to the same notice, documentation and other limitations and conditions applicable to full-time employees.

Rev: 2017

ARTICLE 31 - OTHER LEAVES

Section 1. Leaves With Pay.

- a. Personal Leave. After completion of trial service, regular, permanent, and limited duration, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. Part-time, job share, and seasonal employees shall be granted up to twenty-four (24) hours of personal leave on a pro rata basis if it is anticipated they will work 1,040 hours for the fiscal year. Should a part-time, job share, or seasonal employee fail to work 1,040 hours for the first fiscal year, the value of personal leave time used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Agency and the employee.
- b. Pre-Retirement Counseling Leave Employees shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended date of use. Authorization for the use of pre-retirement leave shall not be withheld unless the Agency determines that the use of such

leave shall hinder the efficiency of the employee's work unit.

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

- c. Service With A Jury. An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Agency reserves the right to petition for removal of the employee from jury duty if, in the Agency's judgment, the operating requirements of the Agency would be hampered.
- d. Court Appearances. When any employee is not the plaintiff or defendant, they shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.
- e. Military Training Leave.
An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States is entitled to fifteen (15) days or one hundred and twenty (120) hours of paid military leave per federal fiscal year, unless a greater number of days is provided by law. In no event may an employee receive more than the number of days provided by law.

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

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

- f. Job Interview Leave.
 - a. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed Agency paid time as needed for Interview Leave Time, including travel, for positions within the Agency, when such interview(s) occurs during their work hours.
 - b. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to four (4) hours of Agency paid time for Interview Leave Time, including travel, for positions with another state Agency, when such interview(s) occurs during their work hours.
 - c. Interview Leave time approved and taken to interview with another state Agency that exceeds the four (4) hours of Agency paid time must be recorded as accrued leave (i.e., vacation, personal business, comp time, leave without pay) or managed through approved flex time within the same workweek. Use of accrued leave for this purpose shall not result in overtime.

- d. All Interview Leave time, including travel, approved under Subsection (a) and (b) must be recorded as IT on the employee's timesheet/time reporting record.
- e. Interview Leave used shall not count as time worked for purposes of overtime.
- f. The Agency shall not incur any employee reimbursement costs, including use of state vehicles.
- g. Hardship Leave. Employee(s) within the Agency may transfer accumulated vacation leave or comp time in blocks of one (1) hour or more to another employee of the agency provided:
 - 1. The employee receiving the transferred leave has exhausted all but forty (40) hours of accrued paid leaves as a result of recuperating from or caring for an immediate family member (as defined in [Article 30 – Sick Leave](#), Section 4) who is recuperating from an extended and continuous illness, injury, or similar catastrophic event. Accrued paid leaves include, but are not limited to sick, vacation, personal, and compensatory leave accruals.
 - 2. The recipient of the transferred leave is not otherwise qualified for disability insurance or retirement benefits. Notwithstanding the time requirements of Section 1(g)(4) below, employees who are qualified for workers' compensation may request and receive hardship leave for the three (3) day waiting period if not covered by workers' compensation.
 - 3. Applications for hardship leave shall be in writing and sent to the Agency's Human Resources Section. The Agency may require that the employee submit a certificate from the attending physician or practitioner verifying that the expected time duration of the illness or injury or effects from a catastrophic event will continue for at least fourteen (14) days. Upon determination that the employee's request qualifies for hardship leave, Human Resources will issue requests as appropriate for leave donations per qualifying event.
 - 4. Donated leave shall be credited to the sick leave balance of the receiving employee on a dollar-for-dollar exchange basis.
 - 5. The donated leave once posted to the donee's sick leave account is unrecoverable by the donor. All donated leave will be used as sick leave.
 - 6. Cross-donating between management and represented employees may occur if mutually agreed to by the parties.

Employees on trial service shall have that vacation leave time which has been credited to their leave balance available for use in circumstances that would qualify them to use hardship leave subject to the above Subsection (g) conditions.

Donated vacation leave or compensatory time may be provided to employees in other AFSCME Central Table participating agencies subject to the approval of the appointing authorities for the involved agencies.
- h. Bereavement Leave.
 - a. 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.
 - b. For employees that qualify for OFLA bereavement leave, paid bereavement leave under this agreement shall run concurrently with OFLA bereavement

- leave.
- c. After OFLA eligible leave for bereavement 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.
 - d. Regular and trial service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively.
 - e. For purposes of this article, 'immediate family' shall include:
 - * the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child);
 - * spouse;
 - * child (and child's spouse) (includes a child for whom the employee stood in loco parentis and includes step child from a previous marriage);
 - * sibling;
 - * grandparent;
 - * grandchild;
 - * aunt or uncle;
 - * niece or nephew;
 - * or the equivalent of each of the above for domestic partners, or another member of the immediate household.

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

- i. Donated Bereavement Leave. The Agency shall maintain a bank of donated leave from which an employee may draw up to five (5) days (forty (40) hours) leave solely for bereavement purposes. An employee who needs leave because their presence is required due to a death in the immediate family (as defined in [Article 30 – Sick Leave](#), Section 4), may receive donated leave pursuant to subsection g., paragraphs 1 and 5 above. Employees may donate leave to this bank as described in subsection g. above. Individuals may make use of leave from this bank by submitting a request in writing to the Agency's Human Resources office.
- j. **Domestic Violence, Sexual Assault or Stalking Victim Leave**
 - a. An employee is allowed to use accumulated leave or leave without pay if the employee or their dependent (including their adopted child, foster child or stepchild) is the victim of domestic violence, harassment, sexual assault or stalking, as defined by ORS 659A.270, or successor statute.
 - b. Pursuant to ORS 659A.270, eligible employees may take up to one hundred and sixty (160) hours of leave with pay each calendar year. This leave with pay is in addition to any vacation, personal business or other forms of paid or unpaid leave available to the eligible employee. However, an employee must exhaust all other forms of paid leave before the employee may use the additional one hundred and sixty (160) hours of paid leave.
 - c. If certification is requested, the employee shall provide it to the Employer within a reasonable amount of time.
 - d. An employee who claims to be aggrieved by an unlawful employment practice as specified in the policy may file a civil action under ORS 659A.885, or successor statute.

Section 2. Leaves Without Pay.

- a. **Military Leave Without Pay.** An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. However, such reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks. They shall, upon honorable discharge from such service, be returned to a position in the same class as their last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that they are not physically qualified to perform the duties of their former position by reason of such service, they shall be reinstated in other work that they are able to perform at the nearest appropriate level of pay of their former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43.
- b. **Court Appearance Leave Without Pay.** An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court preceding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA--exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks.
- c. **Employee Leave.** In instances where the work of the Agency will not be handicapped by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Agency approval.

An employee may take up to fifteen (15) days of leave of absence without pay each calendar year, without first exhausting their accumulated paid leave, for professional or career development, including union functions or activities, subject to the employee providing notification of the leave to payroll no later than the 20th of the month in which the leave is to be taken and the operating requirements of the Agency.
- d. **Parental Leave.** Parental Leave shall be granted in accordance with the Oregon Family Leave Act and Family Medical Leave Act. Employees shall not be required to use paid leaves during these absences but are entitled at the employee's discretion to use sick leave, compensatory time, personal leaves, and vacation as paid time during these leaves.

A parent shall be granted an additional leave of absence without pay for a reasonable period of time, not to exceed six (6) months, dependent on operational needs of the Agency, to care for a new baby. Extensions beyond the six (6) months or alternate work schedules may be arranged by mutual agreement between employee and supervisor.

Section 3.

The Agency will ensure that employees are provided information about the leaves in this Article in onboarding presentations and materials, on the Agency intranet system, and during

benefits training conducted for employees.

See LOA: [Other Leaves Hardship Donations of Sick Leave](#)

Rev: 2015, 2017, 2019, 2021

ARTICLE 32 - POSITION DESCRIPTIONS/WORK AGREEMENTS

Section 1. Position Descriptions.

- a. Position descriptions shall be in writing and delineate the specific duties assigned to the position. A dated copy of the position description shall be given to the employee upon assuming the position.
- b. During the performance review period, any changes to the assigned duties will be discussed with the employee prior to the position description being amended.
- c. In addition, the position description will be reviewed annually with the employee and updated if duties or essential functions are added or removed, or a change has been made to the authority, or responsibilities of the position.
- d. Each time the position description is updated, the employee will have up to ten (10) days to review the position description prior to signing.
- e. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of [Article 18 -Classification and Classification Changes](#).
- f. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.
- g. Updated position descriptions shall be submitted to the Agency Human Resources office and posted on the Intranet. Employees shall be provided with a copy of the signed, updated position description.

Section 2. Work Agreements.

All employees shall have a written work agreement within forty-five (45) days of starting a new position. Each work agreement shall delineate specific work to be accomplished, including training, goals, and indicators of success based on realistic expectations. Employees shall be given the opportunity to participate in the development of their work agreement with their current immediate supervisor. An employee may attach documentation of workload discussions with their manager to their work agreement and quarterly check-ins for the current year.

Section 3. Work Improvement Plans.

- a. Work improvement plans may be initiated and written for those employees who have less than acceptable job performance. The work improvement plan will delineate specific work and/or work related areas to be corrected and improved.
- b. The parties acknowledge that a work improvement plan is a tool whereby the Employer can communicate, to an employee, areas of the employee's performance which are deficient, how the problem(s) is to be rectified, and that failure to rectify the problem(s) may lead to disciplinary action. However, the parties agree that the work improvement plan is not, nor is it to be used as, a disciplinary action.
- c. After completion of a work improvement plan, the employee and the current immediate supervisor shall, within fifteen (15) days of completion of the plan, schedule a date to meet to discuss the outcome of the work improvement plan.

Rev: 2015

ARTICLE 33 - QUARTERLY CHECK-IN

Section 1. Quarterly Check-in.

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. Any notes completed during the quarterly check-in made about an employee shall be provided to the employee, and made available to the employee upon request..

The Agency is committed to open communication between managers and staff. Employees will be provided at least annual opportunities to provide specific feedback on their manager's performance, including the manager's adherence to the DAS Policy on Maintaining a Professional Workplace. Employees are strongly encouraged to provide this feedback. Any employee who offers specific comments on a manager's performance relevant to agreed-upon measures shall not suffer any form of retaliation or intimidation from management because of the comments given.

Section 2.

Quarterly check-ins are not grievable nor arbitrable under this Agreement and cannot be used for discipline. They will only be used to assist in the employee's work and professional growth goals.

Section 3.

Managers shall strive to provide timely feedback to employees relating to employees' professional performance and shall not rely solely on quarterly check-ins to discuss employee performance. Memos of Expectation received during the review period shall be discussed during the quarterly check-ins and satisfactory improvement documented. Quarterly check-ins are not grievable nor arbitrable under this Agreement.

Section 4.

Employees shall be granted an annual pay increase on their eligibility date if the employee is not at the top of the salary range of their classification.

Section 5.

The Agency will strive to ensure consistency, fairness and equity when quarterly check-in documents are composed and presented.

Section 6. Trial Service Reviews.

Managers shall conduct a minimum of three (3) performance review discussions with each of their employees spaced throughout the employee's trial service period to provide adequate feedback and any potential opportunities for improvement. These reviews shall occur at approximately two (2) months, four (4) months, and five and a half (5.5) months. Performance review discussions with the employee shall occur at least quarterly thereafter. Feedback will include constructive suggestions and resources, possibly including training or mentorship opportunities, to improve performance.

(See LOA: [Quarterly Check-In](#))

Rev: 2015, 2021,2023

ARTICLE 34 - SALARY ADMINISTRATION

Section 1. Step Salary Increase

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

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

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

Section 2. Salary on Demotion.

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

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

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

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

Section 3. Salary on Promotion.

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

Section 4. Salary on Lateral Transfer.

An employee's salary and merit review date shall at a minimum remain the same when transferring from one (1) position to another which has the same salary range.

Section 5. Effect of Break in Service.

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

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

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

ARTICLE 35 - OVERTIME

Section 1.

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

Section 2.

Time worked for the purpose of this Agreement is all hours actually worked including any paid leave. Hours worked on holidays count for overtime calculations, but holidays occurring on a scheduled day off are not counted as time worked. On-call, penalty payments, or spill response stand by shall not be counted as time worked.

Section 3.

- a. Employees who are designated Non-Exempt under the Fair Labor Standards Act (FLSA), shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of forty (40) hours in any one (1) workweek. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2), or to effect "pyramiding" of overtime and penalty payments.
- b. Employees who are designated Exempt under FLSA shall receive paid time for authorized time worked in excess of a forty (40)-hour workweek at the rate of one (1) hour off for each hour over forty (40) in a workweek, unless the employee elects to receive cash.

Section 4.

The Agency shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization. Prior authorization may be granted on a case-by-case basis, or in general, based on a common situation.

Section 5.

Eligible employees shall receive compensatory time off for overtime worked, unless an employee requests, in writing, to receive cash. The accrual limit of compensatory time off shall be subject to [Article 26 - Scheduling Compensatory Time Off](#). Overtime worked will be paid in accordance with payroll administration procedures.

Section 6.

Grievances which grieve the eligibility of employees for overtime shall follow the procedure in Article 13 – Grievance Procedure, Steps 1 and 2. If the grievance is still unresolved after Step 2, the affected employee may file a charge with the Bureau of Labor and Industries (BOLI), Wage and Hour Division, or with the U. S. Department of Labor (DOL). If no response is given by BOLI or DOL within ninety (90) days, the employee may proceed with a grievance to arbitration if necessary.

ARTICLE 36 - SHIFT DIFFERENTIAL

Section 1.

An employee shall be paid an additional differential of six percent (6%) of base pay per hour for each hour or major portion (thirty (30) minutes or more) thereof worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion (thirty (30) minutes or more) thereof

worked on Saturday and Sunday. Hours or days worked prior to becoming eligible for overtime are eligible for shift differential. When an employee requests an alternative work schedule that would result in working before 6:00 a.m. or after 6:00 p.m. the employee waives all rights to shift differential as outlined in [Article 24 – Workweek, Workday and Work Schedule](#), Section 6.

Section 2.

This Article shall not apply when an employee is on any paid leave condition; or when employees have been formally assigned by the Agency, in writing, to be on-call duty for, and to perform “off-hour” Spill Response Duties under the provisions of [Article 63 – Emergency Response](#).

REV: 2021

ARTICLE 37 - ON-CALL

Section 1.

An employee shall be on call when authorized by their supervisor and required to be available for work outside their normal working hours and not subject to restrictions which would prevent the employee from using the time while on call effectively for the employee’s own purposes. An employee on call is required to leave word with the Agency where they can be contacted during a specified period of time or may be required to carry a pager. The employee is required and must be prepared to commence full-time work as soon as possible consistent with non-restricted status if the need arises.

Section 2.

On-call time is not time worked for purposes of this Agreement.

Section 3.

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

Section 4.

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

Section 5.

This Article shall not apply to employees who have been formally assigned by the Agency, in writing, to be on call for, and to perform "off-hour" Spill Response Duties.

ARTICLE 38 - CALL BACK COMPENSATION

Section 1.

Call back is an occasion where an employee has been released from duty and is called back prior to their normal starting time. It is distinguished from overtime work which is essentially a continuation of the scheduled work shift, or distinguished from a change in an employee's reporting time.

Section 2.

An employee who is called back to work outside their regular shift, will receive overtime compensation in accordance with the Overtime Article of this Agreement for hours actually

worked; but in no event will the employee be paid less than four (4) hours at the straight time rate of pay.

Section 3.

This Article shall not apply to employees who have been formally assigned by the Agency, in writing, to be on call for, and to perform "off-hour" Spill Response Duties.

ARTICLE 39 - LEADWORK

Section 1.

Leadworkers play an important role in their Section. Leadwork differential shall be defined as a differential as indicated in Section 4 below for employees who have been formally assigned by their supervisory/manager in writing, "leadwork" duties, provided the leadwork duties are not included in the classification specification for the employee's position.

Leadwork is where, on a recurring daily basis, the employee has been directed, including the assignment of a Person-in-Charge, to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor.

Section 2.

When leadwork is assigned for at least five (5) consecutive workdays or forty (40) consecutive work hours, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment.

Section 3.

Leadwork differential shall not apply to voluntary training and development purposes which are mutually agreed in writing between the supervisor and employee.

Section 4.

The differential shall be five percent (5%) above the employee's current monthly based rate of pay.

Section 5.

"Back-up" Lead Workers and money room personnel within the Vehicle Inspection Program shall be compensated with a differential of one dollar (\$1.00) per hour for all hours assigned to work in that capacity.

Section 6.

All employees being led by a lead worker shall be provided documentation (e.g., e-mail) of the Supervisor's expectations of the lead worker's roles and responsibilities for employees in the work group.

Section 7.

Employees assigned to be a lead worker for over ninety (90) days shall be given fifteen (15) days notice prior to the termination of the lead work assignment.

Section 8.

Leadwork assignments shall not be made in a manner which will subvert or circumvent the administration of this Article.

REV: 2021,2023

ARTICLE 40 - HEALTH AND DENTAL INSURANCE

Section 1.

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

Section 2.

The contribution for eligible participating part-time employees with eighty (80) or more paid regular hours for the month the Employer shall contribute a prorated amount of the contribution for full-time employees unless otherwise required by law. "Regular hours" means all hours of work or paid leave except overtime hours, i.e., those above eight (8) hours in a day or forty (40) hours in a week. Thus, "regular hours" shall include additional non-overtime hours worked above an employee's regular work schedule. In the event that a part-time employee, who is regularly scheduled to work half-time or more, fails to maintain at least half-time paid regular hours because of the effect of prorated holiday time or other paid or unpaid time off, they shall be allowed to use available vacation or comp time to maintain their eligibility for benefits and the Employer's contribution for such benefits.

1. The Employer contribution amount of the plan selected by the employee will be calculated as follows:

a. Part-Time Employees Electing Part-Time Insurance.

Part-Time premium rate x Employer contribution percentage (as defined in Section 3) 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 the Plan Years covered in this Article. The part-time subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

b. Part-Time Employees Electing Full-Time Insurance.

Full-time premium rate x Employer contribution percentage (as defined in Section 3) x the ratio of paid regular hours to full-time hours to the nearest full percent = Employer contribution.

The employee will pay the premium balance.

Section 3. Plan Years 2023 through 2025.

For Plan Years 2023, 2024 and 2025 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the

Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

Section 4.

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

(See LOA's: [PMAC](#))

Rev: 2015, 2017, 2019, 2021, 2023

ARTICLE 41 - WORKERS' COMPENSATION

Section 1.

An employee who sustained a compensable injury shall be reinstated by the Agency to the employee's former position of employment upon demand for such reinstatement, provided that the position is available and the employee is not disabled from performing the duties of such position. If the former position is not available, the employee shall be offered reinstatement in the first position which the Agency determines is available and suitable for the employee. If the Agency notifies the employee that the Agency has determined that more than one (1) position is available and suitable for the employee, the employee may select the position of their choice from those determined by the Agency to be available and suitable for the employee. If the Agency determines that no position is available and suitable and the employee disagrees, then the matter may be considered under the provisions of [Article 13 – Grievance Procedure](#) of this Agreement.

Section 2.

If the employee is released by the attending physician for return to "light duty" assignment, and is expected to be able to resume full duties of their previous position within ninety (90) days, the Agency may offer such work as the employee is capable of performing and which is available during that ninety (90)-day period. Such short term assignments shall be made without regard to procedures for lateral transfer. If the employee refuses such assignment, the Agency will notify SAIF of the refusal. The Agency will not modify duties to create a light duty assignment if this would create an unreasonable hardship to other employees. Such light duty work may not be limited to the immediate work unit.

Section 3.

A certificate by a duly licensed physician that the physician approves the employee's return to their regular employment shall be prima facie evidence that the employee is able to perform such duties.

Section 4.

Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall, if elected to be used by the employee, 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. An employee who has exhausted earned sick leave shall have the option to use accumulated compensatory time and vacation leave during the period in which Workers' Compensation is

being received, and the salary paid for such a 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 and/or compensatory time. No employee shall be required to utilize leave while receiving time loss benefits.

ARTICLE 42 - UNIFORMS

If an employee is required by the Agency to wear a uniform(s) the Agency shall provide the uniform(s). When a uniform(s) is provided by the Agency the employee must wear the uniform(s) and provide reasonable care for, and maintenance of the uniform(s). The Agency shall provide a payment of two hundred and seventy dollars (\$270.00) annually for uniform cleaning, payable with the November payroll (received generally on December 1) to employees required to daily wear uniforms in the Vehicle Inspection Program. The payment is considered a taxable payroll benefit. An employee must be on the payroll as of November 30 in order to qualify for the payment.

When the Agency provides a uniform(s) which the Agency wishes dry cleaned, the Agency will determine and direct the method and frequency of such dry cleaning as well as pay for such dry cleaning.

Rev: 2015, 2021,2023

ARTICLE 43 - TRAVEL AND MILEAGE ALLOWANCE

Section 1.

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

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 without daily overtime or schedule change penalty. Where such schedule modification still results in the need for additional work hours, the employee shall be paid the appropriate rate of pay for all time worked over forty hours in that workweek.

ARTICLE 44 - MOVING EXPENSES

Moving expense reimbursement claims will be governed by the Department of Administrative Services, Human Resources Services Division Policy 40.055.10, and its successors. Changes in this policy will be automatically incorporated into this contract Article.

ARTICLE 45 - PARKING

If there are any changes in parking rates for employees at any Agency owned or operated parking facility which are directly controlled by the Agency, the Employer shall provide the opportunity for the Union to offer input in the determination of such rates. The Union will be afforded the opportunity to offer suggestions, make recommendations and introduce any data deemed appropriate.

ARTICLE 46 - SALARIES

Section 1. PERS Pickup

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

Section 2. Cost of Living Adjustment

- a. Effective December 1, 2023 or on the first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by six and five tenths percent (6.5%).
- b. Effective January 1, 2025* or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by six and fifty-five hundredths percent (6.55%).

*If the legislature appropriates new funding of at least \$13 million in calendar year 2024, the 2025 cost of living adjustment will be effective January 1, 2025. If the legislature does not appropriate at least \$13 million in calendar year 2024, the 2025 cost of living adjustment will be effective February 1, 2025.

Section 3. Selective Salary Adjustment

<u>Class #</u>	<u>Classification Title</u>	<u>From</u>	<u>To</u>
0758	Supply Specialist 1	14	15
1338	Training and Development Specialist 1	23	24
1339	Training and Development Specialist 2	27	28
1488	Information Systems Specialist 8	33i	34i
4007	Electrician 1	Truncate bottom 3 steps	
4008	Electrician 2	Truncate bottom 3 steps	
4009	Electrician 3	Truncate bottom 3 steps	
4151	Transportation Maintenance Specialist 1	17	18
4152	Transportation Maintenance Specialist 2	19	20
6534	Behavioral Health Specialist 2	27	29
6720	Psychiatric Social Worker	29	33
6811	Laboratory Technician 2	18	19
0801	Office Coordinator	Abolish	

All other classifications under the AFSCME Central Table that receive a salary range increase will be reviewed and negotiated consistent with standard practices. All AFSCME classifications that are part of a classification study negotiated at other bargaining units will be included.

Effective July 1, 2023 or the first of the month following ratification of the local agreement whichever is later, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date what would be twelve (12) months from the effective date of the selective salary adjustment will be assigned. For an employee whose rate is within the new salary range but not at a corresponding step, the employee's salary shall be adjusted to the next higher rate closest to the employee's current salary rate.

See LOA: Salary and Benefit Report, [Salary Range Truncation](#), [One-Time Payment COLA](#)

Rev: 2015, 2017, 2019, 2021, 2023

ARTICLE 47 - STRIKES, LOCKOUTS AND PICKET LINES

The Union agrees that during the life of this Agreement, the Union or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer and the Agency, its goods or on its property.

The Agency agrees that during the life of this Agreement there will be no lockout.

Upon notification confirmed in writing by the 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 advise such striking employees in writing, with a copy to the 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.

Any alleged violation of this Article by either party may be referred to the grievance arbitration procedure or may be pursued in the Courts at the discretion of the moving party.

ARTICLE 48 - LEGISLATIVE ACTION

Section 1.

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

Section 2.

Upon signing this Agreement, both parties shall promptly submit, and jointly recommend, to the Legislative Assembly or to the Emergency Board, the passage of the funding necessary to implement this Agreement, as well as any changes in statute which may be required to accomplish that purpose.

Section 3.

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Section, then the Employer and Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided by [Article 49 - Savings](#).

ARTICLE 49 - SAVINGS

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The Employer and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time, the provision of [Article 47 – Strikes, Lockouts and Picket Lines](#) and shall not apply.

ARTICLE 50 - COMPLETE AGREEMENT

Section 1.

This Agreement is the full and complete Agreement between the Employer and the Union resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq. It is

acknowledged that, during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, if any, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter discussed in these negotiations. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.

Section 2.

This Agreement supersedes all prior written agreements.

ARTICLE 51 - SUCCESSOR NEGOTIATIONS

Section 1.

If one (1) of the parties desires to modify the Agreement, they shall notify the other party in writing no less than one hundred and eighty (180) days prior to the termination of this Agreement.

Section 2.

It is recognized by the Employer that employees representing the Union during the process of negotiations are acting on behalf of the Union as members and not in their capacity as employees of the Employer.

Section 3.

The Agency will allow up to six (6) identified employees to attend collective bargaining sessions as paid members of the Union's negotiating team. The identified employees will be granted a total of one hundred and sixty-five (165) non-cumulative hours each month of paid time for bargaining provided such paid time occurs during an employee's regular work schedule. This time is for travel and attendance at negotiations, including caucuses preceding and following bargaining meetings. The inclusion of paid time will not result in the employee receiving greater benefit than the employee would have received had the employee not attended the bargaining session. No overtime, per diem, or other compensation will be paid.

Should the total number of hours exceed the one hundred and sixty-five (165) hours allotted for a month, the excess hours will be deducted from the hours available for the following month.

REV: 2021

ARTICLE 52 - TRANSFER AND REASSIGNMENT

Section 1. Transfers.

- a. A transfer is any permanent change of an employee from one duty station to another. "Duty station" is defined as the city where the Agency office is located or the city constituting the employee's work base. For employees in the Vehicle Inspection Program, "duty station" means the Tech Center or inspection station only.
- b. An employee shall be given at least thirty (30) calendar days written notice of the effective date of a transfer. Where both parties agree, the required notice may be

waived. The employee shall respond in writing that they will or will not accept the transfer no later than fifteen (15) calendar days following receipt of the notice of transfer.

- c. The incumbent may move with the position. If the incumbent chooses not to move with the position, they shall be laid off in accordance with [Article 20 - Layoff](#), and the position will be filled in accordance with [Article 16 - Filling of Vacancies](#).

Section 2. Reassignment.

Reassignment is any temporary change of an employee from one duty station in the Agency to another. Such change in assignment shall not exceed forty-five (45) days. Where appropriate the provisions of [Article 43 - Travel and Mileage Allowance](#) would apply.

Rev: 2015

ARTICLE 53 - CLIENT COMPLAINT PROCEDURE/EMPLOYEE RIGHTS

Section 1.

When the Agency receives a complaint of an alleged criminal law violation against an employee, the Agency shall refer the matter to a law enforcement or criminal justice agency. If the law enforcement or criminal justice agency refers the matter back to the Agency, the employee shall be notified.

Section 2.

When the Agency receives a noncriminal complaint against an employee which concerns a violation of rules, policies, or procedures, an investigation may be made by the Agency. The employee shall be informed in writing of a complaint prior to a formal investigation. The Agency shall give written notification to the employee of the results of any investigation.

Section 3.

Employees shall not be required by the Agency to answer any questions concerning any complaint or allegation against them until they have been advised of the specifics of the complaint or allegation. Upon the employee's request for Union representation, questioning shall be discontinued until a Union representative is available to participate.

ARTICLE 54 - JOB SHARING

Section 1.

Any employee who wishes to participate in job sharing may submit a written request to the Agency Personnel Manager to be considered for a job share position. The Agency shall notify the employee requesting the job share of the Agency's decision in writing.

Section 2.

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

Section 3.

Job sharing employees shall be entitled to share the full Employer 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 Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee.

Section 4.

If the Agency determines that job sharing is not appropriate for the position or the Agency is unable to recruit qualified employees for the job share position, the affected employee(s) shall have the right to assume the position on a full-time basis or to bump a job share employee with less service credits in a position defined as two (2) part-time equivalents under [Article 20 - Layoff](#), Section 3 (g) (1). The employee must meet all the qualifications as outlined in [Article 20 - Layoff](#). Upon approval of the Agency, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or acceptable, the employee would be subject to layoff.

ARTICLE 55 - STATE/PERSONAL PROPERTY & PERSONAL EFFECTS

Section 1.

Employees shall report any breakage, damage or theft of State property to their assigned supervisor as soon as practical.

Section 2.

An employee who suffers loss or damage to personal property used in the performance of authorized job duties may file a written claim to the Division Administrator provided that:

- a. Such use was sanctioned by their immediate excluded supervisor,
- b. The employee present a complete written report of the circumstances of the loss,
- c. The employee present proof of value, and
- d. The employee certifies that any loss or damage was not because of fault, intent, or negligence on the part of the employee.

The claim shall be investigated to substantiate or disprove the facts indicated on the claim. Payment shall be approved or disapproved based on the investigation conducted with notification provided to the employee. Such notification where denied shall include the reasons for denial of the claim.

Section 3.

An employee who suffers theft or accident in the performance of authorized job duties which results in loss through damage of personal effects, may request, and the Agency shall provide assistance to the employee in the filing of a notice of claim with the Director of the Department of Administrative Services pursuant to ORS 30.275.

ARTICLE 56 - 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, 2025. 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, 2024 and December 31, 2024. Negotiations

for a successor agreement will start between February 15, 2025 and March 15, 2025.

Rev: 2015, 2017, 2019, 2021, 2025

ARTICLE 57 - PROFESSIONAL DIFFERENCES OF OPINION

The Agency encourages staff to express their professional opinions and encourages an open and free exchange of ideas and opinions. Where a staff person feels strongly that a decision has been made that is (a) technically inadequate, (b) not sufficiently informed, (c) inconsistent or (d) would jeopardize their professional credentials, the staff may elevate their professional difference of opinion in writing to the next level of decision making for evaluation, up to and including the Director. A written response will be given, within a sixty (60) working days of a professional difference of opinion being filed. Each employee is expected to perform work according to Agency policy and in accordance with decisions that have been made, including those decisions pending evaluation. No employee will be required to sign any report or recommendation, where they conscientiously object to the opinion stated in such report or recommendation, but may be listed as designated contact person.

No retaliation or discrimination shall occur against any employee for expressing a differing professional opinion.

Rev: 2017

ARTICLE 58 - PAST PRACTICE

Section 1.

The parties recognize the Employer's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement.

Section 2.

The Employer may change or issue new work practices or rules covering permissive subjects of bargaining, including issuing administrative rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement.

Section 3.

The Employer agrees to bargain over any proposed changes in "Working conditions" considered mandatory subjects of bargaining, unless the subject was submitted as a written proposal during negotiations for this Agreement, in which case it cannot be opened by either party.

Section 4.

If the Union believes the Agency has unilaterally changed an employee's wages or hours, the Union may file a written grievance directly with the Department of Administrative Services within fifteen (15) days of the alleged violation.

Section 5. Demand to Bargain.

If the Department of Administrative Services believes that the subject change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the Union's request to meet. If agreement is reached by the parties during the meeting under this Section, then the agreement shall be reduced to writing and signed by the parties.

If the Department of Administrative Services believes that the subject change is a permissive or prohibitive subject of bargaining, the Department of Administrative Services shall

inform the Union it refuses to bargain the subject change within fifteen (15) calendar days of the Department's receipt of the demand to bargain.

The Union may then file an unfair labor practice complaint with the Employment Relations Board. If the Board determines that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is mandatory, the parties shall meet to negotiate the change. If, after bargaining, the parties do not reach agreement, the Union may submit the matter to arbitration. The notice must be received by the Department of Administrative Services within fifteen (15) days immediately following the last date the parties met to negotiate the change.

Section 6. Arbitration.

The parties agree that the decision of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, unless the award is vacated pursuant to ORS 240.087 or ORS 240.088. The power of the arbitrator in an action brought under this Section shall be limited to determining if the change or new work practice or rule falls more within the scope of "management functions" as opposed to "employee benefits." If the arbitrator rules that the changed or new work practice or rule has a greater impact on "employee benefits," it shall be immediately withdrawn.

Section 7.

The arbitrator's fee and expenses shall be paid equally by the parties. Failure to act within the time limits waives any rights to further consideration in the matter.

ARTICLE 59 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS

Section 1. Overpayments.

- a. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
 1. Provide written notice with itemized and detailed explanation of an overpayment to the employee within ten (10) calendar days from the date of discovery;
 2. 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.
 3. 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.
 4. 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.
 5. 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, unless the employee requests a higher recovery percentage. If an overpayment is less than five percent

(5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump-sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

- b. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- c. The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments.

- a. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct any such underpayment made within a maximum period of two (2) years before the notification. Employees may report underpayments to the Employer. All confirmed underpayments shall be repaid in accordance with State wage and hour laws.
- 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: 2023

ARTICLE 60 – 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 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 written response within ten (10) calendar days to the employee documenting the reason(s) for the denial or rescission. Rescissions of remote work by the employer may be made with at least ten (10) calendar days advance notice. The Agency or the employee may terminate individual agreements, in whole or in part, upon at least ten (10) calendar days notice. The Employer will provide a minimum of thirty (30) calendar days' advance notice if they are rescinding a remote work agreement for an employee who lives seventy-five (75) miles or more from their previously assigned worksite. Employees who have either rescinded their remote work or had their remote work rescinded by the employer shall be eligible to be considered for remote work in the future. Employees who rescind their remote work agreement, in whole or in part, shall be guaranteed a workspace at an Employer facility.

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

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

Section 6.

The grievance procedures under the Article 13 - Grievance Procedure of this collective bargaining agreement will apply to disputes associated with this Article.

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). Effective September 1, 2023, employees will no longer be reimbursed for travel expenses between the alternate workplace and the central workplace, regardless of their remote work status. This change is not intended to impact employees otherwise entitled to travel expenses per the Oregon Accounting Manual and/or DAS Policy Working Remotely 50-050-01.

Section 11. Expectations and Goals.

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

Section 12. Training.

Appropriate training will be provided for participating managers and employees.

Section 13. Other Provisions.

These provisions are applicable to all Sections listed above.

- a. Call back and overtime will be handled as outlined in the applicable provisions of this collective bargaining agreement.
- b. Since supervisors must continue to be in a position to evaluate employee performance, certify the accuracy of time sheets and attendance records, and perform a variety of other supervisory responsibilities, employees should anticipate that, in addition to being supervised pursuant to normal office procedures, there will also be the possibility that they will receive telephone calls at the phone number employees have designated in their remote work arrangement.
- c. In the event of a work stoppage, remote work arrangements utilized by represented employees shall be suspended.
- d. Members have the right to Union representation as enumerated in this collective bargaining agreement or as guaranteed by the law.
- e. The Agency or the Union may initiate discussions with the other party to develop working groups to consider options relating to remote work.
- f. The Agency shall not compel an employee to work remotely. Employees who

choose to work in office shall be guaranteed a workspace at an Employer facility.

Section 14. Alternative Work Arrangements.

Subject to Agency approval, the following types of alternative work arrangements may be utilized to allow an employee to work from home or at an alternate location on a short-term, ad hoc basis:

- a. To respond to a family or home emergency that necessitates an employee being physically present but allows the employee free time to perform job tasks;
- b. To work individually or as part of a team on a project requiring uninterrupted work time or additional space; or
- c. In response to other appropriate ad hoc events such as clean air days or inclement weather.

Rev: 2017, 2019, 2021, 2023

ARTICLE 61 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

Section 1.

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

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

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

of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two (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 62 – BILINGUAL DIFFERENTIAL

When formally assigned in the employee's position description, an employee assigned to interpret to or from another language to English will receive a differential of five percent (5%) of base pay.

ARTICLE 63 – EMERGENCY RESPONSE COORDINATION

Section 1.

The nature and extent of activities conducted as part of the emergency response coordination program will be determined by the Agency. Emergency response coordination activities will be conducted in accordance with the provisions of [Article 22 - Health and Safety](#). Those activities may be modified by the Agency, as determined by changes in roles, responsibilities and consideration of costs.

Section 2.

The Agency will select the employees assigned to emergency response coordination duties. The Agency will first consider volunteers. Selection of employees will be based upon consideration for knowledge of hazardous materials and petroleum products, experience, training and accessibility to likely spill locations.

Section 3.

When emergency response duties are required after normal working hours, and the employee acting as coordinator is on-call at the time of response, the employee shall be compensated in accordance with the provisions of [Article 35 - Overtime](#) and [Article 28 - Holidays](#), Sections 3 and 4, in addition to the salary differential as outlined in this Section. The provisions of [Article 36 – Shift Differential](#) does not apply when the employee is performing emergency response duties.

After Hours Duty Officers:

Employees who have been formally assigned by the Agency, in writing, to be on-call for, and to perform after normal working hours emergency response coordination duties, shall receive a monthly salary differential as follows:

- a. Employees working on-call emergency response coordination on (1) week in eight (8) weeks will receive one hundred thirty-two dollars and twenty-five cents (\$132.25) and two and seven-tenths (2.7) hours paid leave per month.
- b. Employees working on-call emergency response coordination one (1) week in seven (7) weeks will receive one hundred fifty-one dollars and fourteen cents (\$151.14) and three and one-tenth (3.1) hours paid leave per month.
- c. Employees working on-call emergency response coordination one (1) week in six (6) weeks will receive one hundred seventy-six dollars and thirty-four cents (\$176.34) and three and six-tenths (3.6) hours paid leave per month.
- d. Employees working on-call emergency response coordination one (1) week in five (5) weeks will receive two hundred eleven dollars and sixty cents (\$211.60) and four and three-tenths (4.3) hours paid leave per month.
- e. Employees working on call emergency response coordination one (1) week in four (4) weeks will receive two hundred sixty-four dollars and fifty cents (\$264.50) and five and four-tenths (5.4) hours paid leave per month.
- f. Employees working a pre-approved, set rotation schedule that is different than those in (a)-(e) above, shall be compensated monthly at the same weekly rate as used above, two hundred forty-four dollars and sixteen cents (\$244.16) and five (5) hours paid leave per week of duty calculated on an annual basis, for performing on-call emergency response coordination duties. When assigned to be on call for emergency response coordination duties, the compensation provided in this Section will be paid in addition to employee's base salary.

State on Scene Coordinators and Emergency Response Coordination Cell Members:

State on Scene Coordinators and Emergency Response Coordination Cell members will receive three hundred fifty two dollars and sixty eight cents (\$352.68) and seven and two tenths (7.2) hours paid leave per month.

Section 4.

Where emergency response duties are required after normal working hours and the employee acting as coordinator is not on-call at the time of response, the employee shall be compensated in accordance with the provisions of [Article 35 - Overtime](#) and [Article 28 - Holidays](#), Sections 3 and 4.

Section 5.

Employees who have been formally assigned to emergency response coordination duties under Section 3, and who elect to exchange pre-assigned, scheduled rotation on-call duties with another employee, will not be entitled to receive a greater monthly salary differential payment.

Section 6. Spill Time Accrual.

The Provisions of this Section only apply when the employee is assigned emergency response duties. Time spent performing duties outside of this Article are covered under Article 35 – Overtime. Employees shall not accrue spill time during their approved documented work schedule or approved alternate work schedule.

Exempt Employees.

Employees designated as Exempt under the Fair Labor Standards Act (FLSA) who work on a spill incident between the hours of 5:00 pm to 8:00 am during the work week or any hours on Saturday or Sunday will be compensated with straight spill time. Employees shall record the spill time on the day it is earned and will be compensated at the rate of one (1) hour for each hour worked provided the employee reaches forty (40) hours of paid time in the week.

Non-Exempt Employees:

Employees designated as Non-Exempt under the FLSA who work on a spill incident between the hours of 5:00 pm to 8:00 am during the work week or any hours on Saturday or Sunday will be compensated with spill time at the rate of time and one-half (1½). Employees shall record the spill time on the day it is earned and will be compensated at a rate of time and one-half (1½) provided the employee reaches forty (40) hours of paid time in the week.

Section 7. Spill Time Payout.

Non Exempt Employees:

Employees who are designated Non-Exempt under FLSA and are currently or formerly assigned to spill response shall not continue to accrue more than two hundred and forty (240) hours of combined spill or compensatory time. Any hours in excess of two hundred and forty (240) hours will be paid out by the Agency, or scheduled off with the mutual agreement of the supervisor and the employee, within thirty (30) days of the excess accrual. Employees may cash out up to fifty (50) hours of accrued spill time hours each State fiscal year under the following conditions:

- a. Requests must be submitted in writing each year on a form developed and provided by the Agency;
- b. If the employee's request is received before the fifteenth (15th) of the month, payment shall be made in the employee's current month paycheck. If the request is received after the fifteenth (15th) of the month, payment shall be made in the employee's following month paycheck;
- c. Payment shall be the employee's current straight time rate of pay;
- d. Employees on approved leave without pay at the time the payment is requested are eligible to cash out accrued spill hours.

When an employee terminates employment with the Agency, the Agency shall pay all unused compensatory and spill time hours to the employee in their final paycheck.

Exempt Employees:

Employees who are designated Exempt under FLSA and are currently or formerly assigned to spill response shall not accrue more than four hundred (400) hours of spill and comp time. Any hours in excess of four hundred (400) hours will be paid out by the Agency, or

scheduled off with the mutual agreement of the supervisor and the employee, within thirty (30) days of the excess accrual. Employees may cash out up to fifty (50) hours of accrued spill time hours each State fiscal year under the following conditions:

- a. Requests must be submitted in writing each year on a form developed and provided by the Agency;
- b. If the employee's request is received before the fifteenth (15th) of the month, payment shall be made in the employee's current month paycheck. If the request is received after the fifteenth (15th) of the month, payment shall be made in the employee's following month paycheck;
- c. Payment shall be the employee's current straight time rate of pay;
- d. Employees on approved leave without pay at the time the payment is requested are eligible to cash out accrued spill hours.

When an employee terminates employment with the Agency, the Agency shall pay all unused compensatory and spill time hours to the employee in their final paycheck.

See LOA: Emergency Response Coordination Spill

REV: 2017, 2019, 2021

ARTICLE 64 – LABOR/MANAGEMENT COMMITTEE

The joint labor/management committee is intended to facilitate communication between the parties. The committee shall meet when necessary, but not more than once each month unless mutually agreed otherwise. Committee meeting agendas shall established by mutual agreement.

The committee shall be composed of four (4) employee members appointed by the Union and four (4) members of management, unless mutually agreed otherwise. Representatives of the DAS Labor Relations Unit and AFSCME Council 75 may participate in labor/management committee meetings, provided both representatives are invited to attend. Members of the labor/management committee will work together to identify and attend appropriate training on collaboration and problem-solving. Each employee appointed to the committee will be allowed up to two (2) hours per month relief time, by pre-approval with their supervisor, to prepare for the labor/management committee meeting.

Agency employees appointed to the Agency committees shall be in pay status during time spent in committee meetings as well as travel from their worksite to the meeting and back, unless prior authorized to initiate travel from home. No other travel expenses or per diem will be paid by the Agency. Time spent outside of the employee's regularly scheduled work hours, and time spent in Union preparation meetings and regularly scheduled lunch breaks, will not be in pay status.

The committee discussions shall be on a meet-and-confer basis. The committee shall have no power to contravene any provision of the collective bargaining agreement, to enter into any agreements binding on the parties to this Agreement or resolve issues or disputes surrounding the implementation of this Agreement. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been negotiated and signed by the Labor Relations Unit and AFSCME Council 75 authorized representatives.

Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure. Discussion or review of any matter by the committee shall not waive or affect the time frames related to the grievance procedure.

The labor/management committee will report to the Executive level management body of the Agency on an as needed basis.

ARTICLE 65 - 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 66 – 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 67 – DIVERSITY, EQUITY AND INCLUSION

The Agency and the Union have a shared interest in dismantling structures of oppression that continue to exist across our state. We must recognize the harm done and work towards creating an inclusive workplace where all employees feel safe. Agency employees must have the skills necessary to interact respectfully with a diverse workforce and diverse communities. Our goal is to build a stronger Agency for every employee and to improve our engagement with the diverse communities that we all serve.

Section 1. Training.

The Agency will provide regular training to all employees in the areas of diversity, equity, and inclusion (DEI). The trainings will provide a foundational understanding of DEI principles for all employees. Incorporating intersectionality into our daily practices will ensure that we don't leave parts of our communities behind and allow us to understand how aspects of a person's social and innate identities combine to create different modes of discrimination and privilege.

The DEI Council will develop and regularly update a DEI training plan for the Agency. The training plan will be reviewed with LMC for input as it is developed and/or updated. The DEI Council should consider, as initial priorities for training, subjects including but not limited to:

1. Racial literacy, sensitivity, and emotional intelligence;
2. Privilege and power dynamics;
3. Microaggressions and how you can be an active bystander;
4. The history of Oregon's unjust treatment of people of different races and ethnicities
5. Disability, including but not limited to disability awareness, invisible disabilities, ableism (discrimination against people with actual or perceived disabilities), and how to incorporate accessibility principles into the Agency's daily work; and
6. LGBTQIA2S+ awareness, including but not limited to gender identity, gender expression, sexual orientation, and pronouns.

(For definitions see LOA: Article 67—Diversity, Equity and Inclusion)

Section 2. Diversity, Equity and Inclusion Council

- a. The Agency will create and maintain a DEI Council. The DEI Council will operate under a member agreed upon charter and will decide on the structure, goals and priorities of the Council.
- b. The DEI Council will consist of at least fifty percent (50%) represented staff.
- c. The DEI Council will have at least one (1) representative appointed by the Union.
- d. The members of the DEI Council may spend up to twelve (12) hours per month of paid time on Council meetings, subgroup meetings, and work assigned by the Council. Additional paid time may be requested and agreed upon by the Deputy Director or designee and such requests shall not be unreasonably denied.
- e. Employees who are not currently members of the Council that serve on a subgroup or subgroups may spend up to a total of eight (8) hours per month of paid time on meetings and work assigned by the subgroup or Council. Additional paid time may be requested and agreed upon by the Deputy Director or designee and such requests shall not be unreasonably denied.
- f. The Agency shall review and provide a written response to formal written DEI Council recommendations within ninety (90) calendar days.

Section 3. Affinity Groups.

- a. The DEI Council will provide guidelines for affinity groups.
- b. Affinity groups will decide on group structure and membership.

- c. All members may spend up to five (5) hours per month of paid time on affinity groups meetings. If an employee is a member of multiple affinity groups their total paid time for participation shall be up to six (6) hours per month. Agency requested projects do not count toward the allowable meeting time hours.
- d. Employees serving in a planning role within any affinity group may spend up to two (2) additional hours total of paid time per month.
- e. No employee shall be unreasonably denied participation in an affinity group.
- f. Additional paid time may be requested and agreed upon by the Deputy Director or designee and such requests shall not be unreasonably denied.
- g. Staff who need time beyond the hours described above to participate in affinity groups may temporarily adjust their schedule or use their accrued leave.

Section 4. Microaggressions

The Agency shall put in place and maintain a system for appropriately identifying and addressing microaggressions.

Section 5. Workforce Development

Employees may identify opportunities for DEQ participation in workforce development programs and job fairs which include BIPOC and underrepresented communities to share DEQ career opportunities. Employees who are interested in participating in a specific event shall obtain prior approval from their manager before submitting to HR for consideration. Participating in these events shall be on paid time.

See LOA: Article 67 - [Diversity, Equity and Inclusion](#)

NEW: 2021 REV: 2023

ARTICLE 68 – 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/m³ (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 27—Inclement Weather/Hazardous Conditions](#) apply for elevated AQI which falls under a Hazardous Condition.

NEW: 2021

ARTICLE 69 - PAID LEAVE OREGON

Paid Leave Oregon is administered by the Oregon Employment Department. The State of Oregon, as an employer, shall comply with the provisions of Paid Leave Oregon, as provided for in the DAS statewide Paid Leave Oregon Policy (60.000.04), including but not limited to the following section on Use of Paid Leave:

Section 1.

Employees may choose and will be allowed to use sick, vacation, or personal business leave to make up any difference between Paid Leave Oregon benefits and their average weekly wage, as determined by the Oregon Employment Department. An employee receiving Paid Leave Oregon benefits and who is protected by Family and Medical Leave or Oregon Family Leave (FMLA/OFLA) will use accrued leave in accordance with any existing contract language relating to FMLA/OFLA.

NEW: 2023

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APPENDIX A – LETTERS OF AGREEMENT

LETTER OF AGREEMENT - ARTICLE 19 - 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 19](#), 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, 2025.

LETTER OF AGREEMENT - ARTICLE 20 – LAYOFF: FULL-TIME/PART-TIME BUMPING OPTION

This Letter of Agreement is entered into by the State of Oregon acting by and through its Department of Administrative Services (Employer), on behalf of the Department of Environmental Quality (Agency), and the American Federation of State, County and Municipal Employees Council 75, Local 3336 (Union).

The purpose of the Letter of Agreement is to clarify application of certain Sections of [Article 20—Layoff](#) prior to layoffs that may occur.

CURRENT CONTRACT PROVISIONS:

[Article 20—Layoff](#), Section 6, Layoff Procedure

4. Layoff. The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of their choice, within the Agency, for the classification from which they were laid off.

For purposes of displacement under Section 6(f) (1), (2) and (3), a vacant position that management intends to fill is considered to be the least senior.

Full-time to Part-time or Part-time to Full-time Option. Employees willing to convert from part-time to full-time status, or full-time to part-time status, if necessary, to displace the least senior employee, shall designate their willingness to convert in writing at the time of their selection of options under Section 6(f). For the purpose of displacing another employee the following shall apply:

- a. If a full-time employee elects in writing to displace the least senior employee and the least senior employee is part-time, then the full-time employee shall convert to part-time and shall work only the number of hours per week as the displaced part-time employee.
- b. If a part-time employee elects in writing to displace the least senior employee and the least senior employee is full-time, then the part-time employee shall convert to full-time and shall work forty (40) hours per week.
- c. If an employee does not provide written election A or B above, then the employees' prioritized layoff options will be implemented only to displace other positions of the same status, that is, full-time to full-time or part-time to part-time status positions.

AGREEMENT:

The Parties agree that, for employees who opt to be considered for the full-time to part-time, or part-time to full-time bumping option in [Article 20](#), Section 5(f)(4)(A-C), the option shall be applied as follows:

Full-time and Part-time statuses will be determined by the budgeted FTE level of the affected positions, regardless of any affected employee's actual work schedule. For example, "full-time status" is budgeted as 1.00 FTE, "part-time status" is any position budgeted at less than 1.00 FTE regardless of the employee's actual work schedule.

When an employee designates in writing that s/he is willing to convert from part-time to full-time or from full-time to part-time status, the agency first will evaluate placements to positions with the same position status as the employee (i.e., a full-time employee will

first be considered for full-time positions, and a part-time employee will first be considered for part-time positions). If no suitable placement is identified within the same status as the employee, then the agency will evaluate positions differing from the employee's current position status. For example, if there are no suitable bumping options for a full-time status employee, then the Agency will attempt to place the employee in part-time status positions, provided the employee chose the option to bump into the other status.

This Agreement shall expire on June 30, 2025.

LETTER OF AGREEMENT - ARTICLE 20 – LAYOFF: RECALL

The Parties agree to implement the following as replacement for the first (1st) paragraph of Section 12, until June 30, 2021, at which time the current language becomes effective again:

- a. Employees who are on an Agency layoff list shall be recalled by geographic area in seniority order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position's classification and who is capable of performing the specific requirements of the position as stated on the position description.
- b. If the Agency determines the employee can be successful in performing all of the core duties and responsibilities of the position, the employee will be offered the position. An employee who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return.

This Letter of Agreement shall expire on June 30, 2025.

LETTER OF AGREEMENT - ARTICLE 22 – SECTION 12 – HEALTH AND SAFETY (VIP ONLY)

The purpose of this Letter of Agreement is to provide clarity about [Article 22](#), Section 12.

If an employee begins to experience a problem with their footwear, this will be timely brought to their supervisor's attention who will involve Health & Safety (H&S). H&S will handle such situations on a case-by-case basis and may approve additional money for new footwear or repair of existing footwear. Upon replacement, the replaced footwear shall be turned in to management.

This Letter of Agreement expires June 30, 2025.

**LETTER OF AGREEMENT – ARTICLE 22 – HEALTH AND SAFETY MENTAL HEALTH
TRAINING RESOURCES**

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer), on behalf of the Department of Environmental Quality (DEQ) (Agency), and AFSCME, Council 75 and Local 3336 (Union).

The purpose of this Agreement is to provide employees opportunities to learn more about mental health related topics and resources.

The Parties agree to the following:

1. A mental health training course as well as other mental health related resources shall be made available to all employees at least annually.
2. Management shall work collaboratively with Labor through the Labor-Management Committee to evaluate and provide other mental health related resources for employees.

This Agreement will sunset on June 30, 2025.

LETTER OF AGREEMENT - ARTICLE 23 – EDUCATION, TRAINING AND CAREER DEVELOPMENT

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Environmental Quality (Agency) and the American Federation of State, County and Municipal Employees Council 75 and its Local 3336 (Union).

The purpose of this Letter of Agreement (LOA) is to provide guidance regarding training including the ability to work remotely according to [Article 27 – Inclement Weather/Hazardous Conditions Leave](#).

The Agency will maintain up to sixteen (16) hours of training for all employees. An additional eight (8) hours will be provided to VIP employees. Employees who are unable to perform their duties remotely are encouraged to collaborate with their manager to identify additional relevant training as necessary.

The employee is encouraged to complete the training during their regularly scheduled work hours. No overtime, shift differential pay or penalty payments will be authorized or incurred by the Agency.

The employee will be considered in alternate work arrangement status in accordance with [Article 60, Working Remotely](#),

This LOA sunsets June 30, 2025.

LETTER OF AGREEMENT – ARTICLE 24 – WORKWEEK, WORKDAY AND WORK SCHEDULE

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer), on behalf of the Department of Environmental Quality (DEQ) (Agency), and AFSCME, Council 75 and Local 3336 (Union).

The Parties agree to the following:

1. Each Vehicle Inspection Station manager, or their designee, will post work schedule at least five (5) working days prior to the beginning of each work week.
2. The schedule will be posted in a common area that is also easily accessible and clearly visible.
3. Management or their designee will confirm with affected employee(s) if there is a change to the schedule.

This Agreement shall sunset on June 30, 2025.

LETTER OF AGREEMENT – ARTICLE 28 – HOLIDAYS
PORTLAND-METRO HOLIDAY SCHEDULE FOR VEHICLE EMISSIONS INSPECTORS

This Letter of Agreement is entered into by the State of Oregon acting by and through its Department of Administrative Services (Employer), on behalf of the Department of Environmental Quality (Agency), and the American Federation of State, County and Municipal Employees Council 75, Local 3336 (Union).

The purpose of the Letter of Agreement is to provide the holiday schedule for the below holidays for the Portland-Metro Area Clean Air Station employees in the working title of Vehicle Emissions Inspector.

Independence Day: Tuesday, July 4, 2023

Tuesday, 07/04/23	Wednesday, 07/05/23	Thursday, 07/06/23	Friday, 07/07/23	Saturday, 07/08/23
Holiday	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 1:00p.m.
8 hrs Holiday Leave 0.5 hrs MPL	Working Hours: 10 hrs	Working Hours 8.5 hrs	Working Hours: 8.5 hrs	Working Hours: 4.5 hrs
Closed	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 1:00p.m.

Labor Day: Monday, September 4, 2023

[Monday Holiday equals eight (8) hours of leave accrued at the straight time rate. Four and a half (4.5) hours of straight time used on Saturday. Three and a half (3.5) hours added to straight time leave balance.]

Tuesday, 08/29/23	Wednesday, 08/30/23	Thursday, 08/31/23	Friday, 09/01/23	Saturday, 09/02/23
Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 7:00p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	Scheduled Hours: 8:30a.m. - 5:30p.m.	VIP Holiday Observed
Working Hours: 8.5 hrs	Working Hours: 10 hrs	Working Hours: 8.5 hrs	Working Hours: 8.5 hrs	4.5 hrs Straight Time Used

Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 7:00p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Operating Hours: 8:30a.m. - 5:30p.m.	Closed
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This Agreement becomes effective upon signature(s) and will remain in effect until the ratification of the 2023-2025 Collective Bargaining Agreement.

LETTER OF AGREEMENT – ARTICLE 31 – OTHER LEAVES HARDSHIP DONATIONS OF SICK LEAVE

Management agrees to allow hardship donations of sick leave on a trial basis with the following restrictions:

- a. Employees may not donate sick leave if they have under one hundred-eighty (180) hours of sick leave available
- b. Employees may not donate more than twenty (20) hours of sick leave per year
- c. No individual donor's hardship leave donation may contain more than fifty percent (50%) sick leave hours of the total number of hours
- d. Sick leave hardship leave donations under this Letter of Agreement (LOA) are applicable only at DEQ
- e. No individual hardship donation recipient may use more than one hundred-sixty (160) total donated sick leave hours per calendar year

This Letter of Agreement will sunset on June 30, 2025.

LETTER OF AGREEMENT – ARTICLE 33 – QUARTERLY CHECK-IN

In order to ensure that the Agency's quarterly check-in procedure is implemented consistently and equitably and with the intent of DAS Chief Human Resources Office's (CHRO) quarterly check-in process, managers will be required to complete training. This training will address issues of diversity, equity, and inclusion, including but not limited to implicit bias. All new managers will take this training within one hundred and twenty (120) days of hire and it will be assigned to current managers biennially. The Agency will post this training, or its complete contents, to its internal website where this does not violate copyrights so as to promote transparency.

In addition, upon written request by the employee involved, any quarterly check-in documents and any attached employee comments will be reviewed by DEQ Human Resources to ensure the review meets DAS CHRO's quarterly check-in process. DEQ Human Resources will provide a written response to the employee regarding the review and employee comments within fifteen (15) calendar days.

In an effort to build trust between managers and employees a manager shall notify the employee if the manager intends to ask other people about the employee's performance as part of the quarterly check-in process or when developing the work agreement. Comments requested from others about an employee's performance shall be limited to those regarding the specific elements identified in the work agreement or position description that are brought up during any quarterly check-ins.

This Letter of Agreement expires June 30, 2025.

LETTER OF AGREEMENT - ARTICLE 40 - 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 (1) 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 program.
 - 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, 2025.

LETTER OF AGREEMENT – ARTICLE 46 - SALARY AND BENEFIT REPORT

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

DAS Classification and Compensation will provide a draft Salary and Benefit report to AFSCME no later than December 31 of even numbered years. AFSCME will have 14 calendar days to review and comment on the draft report. DAS Classification and Compensation will provide the final report to AFSCME no later than January 31.

DAS Classification and Compensation is committed to providing the Union with a training on the State's salary selective process.

This Letter of Agreement will sunset on June 30, 2025, unless extended by mutual agreement.

LETTER OF AGREEMENT – ARTICLE 46 - SALARY RANGE TRUNCATION

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), on behalf of the Agencies covered by this Agreement (Agency) and the AFSCME Council 75 (Union).

1. Effective April 1, 2024, the following classifications in salary range 21 and below will be truncated by removing the first two steps in each salary range:

Classification Title	Class #	SR #
Accounting Technician	0212	19
Administrative Specialist 1	0107	17
Administrative Specialist 2	0108	20
Automotive Technician 1	4418	19
Behavior/Vocational Specialist 1	6296	20
Cartographer 1	3116	13
Cartographer 2	3117	17
Cartographer 3	3118	19
Compliance Specialist 1	5246	21
Cook	9117	17
Criminal Justice/Emergency Communications Specialist	1461	20
Custodial Services Coordinator	4103	13
Custodian	4101	10
Data Entry Operator	0501	9
Data Entry Operator	0501	11
Electronic Publishing Design Specialist 1	2510	17
Environmental Specialist 1	3820	20
Equipment Operator	4422	21
Executive Support Specialist 1	0118	17
Executive Support Specialist 2	0119	20
Facility Energy Technician 1	4032	18
Facility Maintenance Specialist	4012	18
Fingerprint Technician	3786	17
Force Protection Leader	5521	20
Force Protection Officer	5519	18
Forensic Laboratory Support Specialist	0803	16
Forest Officer Entry	8256	19
General Maintenance Mechanic	4409	21
Grounds Maintenance Worker 1	4109	14
Grounds Maintenance Worker 2	4110	17
Habilitative Training Technician 1	6725	14
Heavy Equipment Technician Entry	4436	19
Information Systems Specialist 1	1481	17
Information Systems Specialist 2	1482	21
Investigator 1	5231	19
Investigator 2	5232	21

Laboratory Technician 1	6810	13
Laboratory Technician 2	6811	18
Laborer/Student Worker	4116	12
Legal Secretary	0110	18
Mail Services Assistant	0405	10
Medical Laboratory Technician 1	6820	18
Medical Laboratory Technician 2	6821	20
Medical Transcriptionist	0011	15
Natural Resource Specialist 1	8501	21
Office Assistant 1	0101	8
Office Assistant 2	0102	10
Office Coordinator	0801	15
Office Specialist 1	0103	13C
Office Specialist 2	0104	15C
Park Ranger Assistant	8433	12
Parts Specialist 1	0782	15
Parts Specialist 2	0783	20
Payroll Analyst	0214	21
Physical/Electronic Security Technician	4037	17
Physical/Electronic Security Technician 2	4038	21
Procurement And Contract Assistant	0435	19
Public Service Representative 1	0321	9
Public Service Representative 2	0322	13C
Public Service Representative 3	0323	15
Public Service Representative 3	0323	15V
Public Service Representative 4	0324	20
Research Analyst 1	1115	19
Revenue Agent 1	5110	17
Revenue Agent 2	5111	19
Scientific Instrument Technician	4339	21
Student Professional/Technical Worker	0150	11
Supply Specialist 1	0758	14
Supply Specialist 2	0759	20
Teaching Assistant	2302	13
Transportation Maintenance Specialist 1	4151	17
Transportation Maintenance Specialist 2	4152	19
Vehicle Emission Technician 1	3807	16
Vehicle Emission Technician 2	3808	18
Welder 1	4020	20
Wildland Fire Suppression Specialist	8255	17
Wildland Fire Suppression Specialist Entry	8254	13
Word Processing Technician 1	0530	11
Word Processing Technician 2	0531	13
Word Processing Technician 3	0532	15

- Effective April 1, 2024, salary range 7 will be removed from the Compensation Plan. The following classification in that range will be moved to the truncated salary range 8 and the affected employees will be placed on the first step of the truncated salary range 8:

<u>Classification Title</u>	<u>Class #</u>	<u>SR#</u>
Student Office Worker	0100	07

- Effective April 1, 2024, the following classifications in salary range 21 and below will be truncated by removing the first three steps in each salary range:

Classification Title	Class #	SR#
Direct Support Crisis Specialist	6705	19
Group Life Coordinator 1	6750	16
Group Life Coordinator 2	6751	20
Health Crisis Technician	6726	18
Health Services Technician	6138	17
Licensed Practical Nurse	6135	18
Manual Arts Instructor	2304	19
Mental Health Therapy Technician	6710	16S
Resident Support Specialist	6301	20

Effective April 1, 2025, the classifications listed above shall have an additional step removed from the truncated range.

- Effective April 1, 2024, the following classifications will be truncated by removing the first step in each salary range:

Classification Title	Class #	SR#
Behavior Professional	6302	26
Behavioral Health Specialist 2	6534	27
Dentist	7510	47S
Group Life Coordinator 3	6752	22
Psychiatric Social Worker	6720	28
Respiratory Care Practitioner	6550	26

Effective April 1, 2025, the classifications listed above shall have an additional step removed from the truncated range.

- For each effective date listed in Sections 1-4, employees whose current rate is below the first step of the new truncated salary range shall be moved to the first step of the truncated range and shall remain there until their next salary eligibility date. Employees will maintain their current salary eligibility date.

Employees whose current rate is within the new truncated salary range shall remain at their current rate in the truncated range and shall remain there until their next salary eligibility date. Employees will maintain their current salary eligibility date.

LETTER OF AGREEMENT – ARTICLE 46 – ONE-TIME PAYMENT COLA

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), and the AFSCME Local 75 (Union).

In recognition of the high rate of inflation, the parties agree to the following:

All employees as of July 1, 2023, that are still employed as of August 24, 2023 and also returning seasonals who return between July 2, 2023 and August 24, 2023, will receive a one-time one-thousand five hundred dollar (\$1500) cost of living payment with their September 1, 2023 paycheck.

Payments issued through this Letter of Agreement will be considered wages for tax purposes and are PERS subject.

This Letter of Agreement will sunset on June 30, 2025.

LETTER OF AGREEMENT – ARTICLE 63 – EMERGENCY RESPONSE COORDINATION
(SPILL AND COMPENSATORY TIME PAYOUT)

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer), on behalf of the Department of Environmental Quality (DEQ) (Agency), and AFSCME, Council 75 and Local 3336 (Union).

The Parties agree to the following:

1. Effective February 1, 2022, all non-exempt employees, per the Fair Labor Standards Act (FLSA), may only maintain a combined spill and compensatory time balance of two hundred forty (240) hours. All hours in excess of two hundred forty (240) hours will be paid, via the mid-February 2022 or the March 2022 paycheck.

2. Effective June 1, 2023, all exempt employees, per the Fair Labor Standards Act (FLSA), may only maintain combined spill and compensatory time balance of four hundred (400) hours. All spill and compensatory time in excess of four hundred (400) hours will be paid, via the mid-June 2023 or the July 2023 paycheck.

This Letter of Agreement shall expire on June 30, 2025, unless extended by mutual agreement by both Parties.

LETTER OF AGREEMENT – ARTICLE 67 – DIVERSITY, EQUITY AND INCLUSION

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer), on behalf of the Department of Environmental Quality (DEQ) (Agency), and AFSCME, Council 75 and Local 3336 (Union).

Section 1. Agency DEI Review

The Agency will work with the consultant to provide an addendum to the June 2023 Organizational Assessment by December 31, 2023.

The Agency in conjunction with DEI ~~Council~~ Council, will provide a formal response to the Organizational Assessment including any recommendations. The Agency will work with the consultant and the DEI Council to follow-up on those recommendations and provide the Labor Management Committee quarterly updates. If the Agency intends to implement actions per the recommendations that are mandatory subjects of bargaining, the Agency will notify the Union per PECBA and ERB requirements. This does not constitute a waiver of the Union's right to bargain.

Section 2. Diversity, Equity and Inclusion Council.

- A. DEI Council members serving in a planning role on the DEI Council may spend up to five (5) additional hours of paid time total per month. Meeting time between DEI Council planners and Agency leadership does not count towards the five (5) hours total time per month.
- B. Employees serving in a planning role on subgroups may spend up to two (2) additional hours of paid time total per month.
- C. Additional time may be requested and agreed upon by the Deputy Director or designee and such requests shall not be unreasonably denied.

This Agreement will sunset on June 30, 2025.

LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS

1. Notice

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

2. New Employee Onboarding

- 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. Designated representatives shall be given time off with pay to make the presentation. Employee attendance at the Uplift Oregon benefits workshop does not prevent an employee from attending a union presentation at a union new employee orientation.
- b. Employees within their first twelve (12) months of employment shall be allowed an additional one hundred and twenty () minutes of paid time to meet with a Union representative for follow-up orientation issues without loss of pay.
- c. All AFSCME State agencies shall send their new employees to the Uplift Oregon benefits workshop. AFSCME State agencies shall send their new employees to the training within fourteen (14) days of hire. The Union shall have time allotted during this training to share union information with AFSCME represented employees.
- d. Meetings under this Section may remain confidential.

LETTER OF AGREEMENT – OREGON UNIONS 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 (Oregon Unions 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. 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.

LETTER OF AGREEMENT – CONTRACT SPECIALIST

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

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

The Parties agree to the following:

Selection and Appointment of Contract Specialists:

- A. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- B. The Union may have no more than one (1) Contract Specialist for every two thousand (2,000) FTE bargaining unit positions from Agencies that are within the jurisdiction of the AFSCME Central Table and Department of Corrections.
- C. The duration of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- D. The Parties shall establish an agreement which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment.
- E. Employees selected as Contract Specialist must maintain all necessary certifications, licensures and training requirements of their Agency position with costs and reimbursements if applicable governed under the Agreement.
- F. While the State is the Employer of record, the Union has the sole control, oversight and direction of employees appointed as Contract Specialists. Therefore, the Union shall indemnify and save the Employer harmless from any and all costs, should any arise, associated with actions taken by the Contract Specialist on behalf of the Union.
- G. In the event the Employer/Agency determines a Contract Specialist is potentially violating law or not complying with Employer/Agency policies or the local Agency Collective Bargaining Agreement, the Agency shall immediately notify the Union. The Agency shall investigate the matter and take action as necessary consistent with the local Agency Collective Bargaining Agreement including disciplinary action. Before any Agency action is taken, the Union may remove the employee from the assigned worksites.

Pay and Benefits:

- A. The Agency shall continue to pay salary and benefits which includes pension contribution, insurance and paid leave time consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist the specifics which will be noted in the employee's Contract Specialist agreement.
- B. Contract Specialists shall submit monthly timesheets recording a maximum of forty (40) hours of work each week. The timesheet shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.
- C. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the applicable local Agency Collective Bargaining Agreement.

- D. Where the Union has designated Contract Specialist, the Agency shall pay up to eighty-five thousand (\$85,000) a year for the Contract Specialist which includes pay and benefits. Any costs above eighty-five thousand (\$85,000) per year shall be paid by the Union by reimbursing the Agency using Agency established policies and procedures for reimbursement.
- E. The Agency shall not be liable for any overtime costs while the Contract Specialist is on assignment with the Union.

Travel and Reimbursements:

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

Duties:

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

Dispute Resolution:

Notwithstanding any agreements that include grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and 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 effective date of a local agreement and expires June 30, 2025.

LETTER OF AGREEMENT – LEGAL DEFENSE

Section 1.

This Article provides coverage to bargaining unit employees under the terms and conditions stated in Department of Administrative Services Policy Manual Number 125-7-202.

Section 2.

The Employer's payment or reimbursement for actual, necessary and reasonable costs incurred by a bargaining unit employee for legal defense of actions arising out of the scope of their employment shall follow the Department of Administrative Services Policy Manual Number 125-7-202.

The Agency will work with the licensure board and employee, and provide the necessary resources, to resolve any disputes that may arise when an employee is following a management directive.

Section 3.

Providing coverage under the policy for a bargaining unit employee shall not be considered an admission or sanction of the activity that resulted in the legal action being filed. Moreover, providing this coverage will not limit the Agency's rights under other provisions of this Collective Bargaining Agreement.

LETTER OF AGREEMENT – TECHNOLOGY EQUITY (VIP ONLY)

The Parties agree that properly functioning and updated equipment and technology resources are required in the modern workplace. The Parties also agree that equality of access to digital resources is a priority.

1. Because the Agency uses email and messaging through electronic communications as the primary means of communicating with staff it is important that all staff have the ability to check, review, send and respond in a timely manner. Staff will be afforded up to ninety (90) minutes per week of paid Agency time to check, review, send and respond via the employees choice of Agency computer or phone device. Vehicle Inspector access to electronic communications and requests for additional time shall not be unreasonably denied.
2. The Agency commits to maintaining VIP station computers, monitors, software, audio/visual equipment such as web cameras and microphones at the vehicle inspection stations up to the same standard as other Agency offices. Request for up-to-date equipment at VIP stations will not be unreasonably denied. Upon request, the Agency shall provide the Union with an equipment inventory at each VIP station.

This Letter of Agreement (LOA) will sunset on June 30th, 2025 unless extended by mutual agreement.

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

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

The Parties agree to the following:

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

The Essential Worker Inclement Weather/Hazardous Conditions Pay differential shall be three dollars (\$3.00) per hour for all hours worked on a designated closure or curtailment day, regardless of the starting or ending time.

Staff working at agencies with 24/7 operations that are not curtailed shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay benefits when any state agency offices are closed or are closed to the public due to inclement weather/hazardous conditions within the county of their worksite. For 24/7 operations, if 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, 2025, unless extended by mutual agreement.

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, 2025.

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 follow up on recommendations from the 2021-2023 Childcare and Eldercare Committee and create a statewide joint labor-management committee tasked with conducting a feasibility analysis of a pilot program for on-site and centrally located childcare facilities and assess options for the creation of a childcare and eldercare fund. The committee shall produce a report that contains recommendations and any action items for the implementation of a pilot program and fund.

The committee will be composed 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.

In January 2025, the committee shall prepare a report detailing recommendations for the Central Table 2025-2027 bargaining committee.

That State will assign staff to support and facilitate work of the committee. The committee shall be jointly led by the Employer and the Union.

The committee will convene no later than thirty (30) days after the effective date of the contract. The committee will complete their work by January 31, 2025.

**LETTER OF AGREEMENT – ARTICLE 64 VEHICLE INSPECTION PROGRAM LABOR
WORKGROUP**

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer), on behalf of the Department of Environmental Quality (DEQ) (Agency), and the AFSCME, Council 75, and AFSCME Local 3336 (Union).

The purpose of this agreement is to provide the Union opportunities to identify and communicate areas for improvements within the VIP program to the Labor/Management Committee (LMC).

The Parties agree to the following:

1. The LMC shall reserve at least two (2) hours every six (6) months for focused discussion on VIP program improvements

2. To prepare for the discussions, up to six (6) Union-appointed VIP staff will each be allowed up to four (4) hours of paid time within each six (6) month calendar period to attend labor caucus meetings and Labor Management Meetings. The VIP Labor workgroup will provide a report out to LMC and may identify areas for improvement and/or present recommendations.

This Agreement shall sunset on June 30, 2025, unless extended by mutual agreement.

LETTER OF AGREEMENT—BI-WEEKLY PAY PERIOD/WORKDAY

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

To modernize and standardize pay practices, the State will evaluate the potential transition from monthly pay periods to bi-weekly pay periods.

Therefore, the Parties agree to the following:

1. The Employer shall convene a Joint Labor/Management Statewide Bi-weekly Payroll Implementation Workgroup comprised of an equal number of labor partners and members from management with three (3) AFSCME members appointed by the Union. The purpose of this workgroup is to assist in the evaluation of a potential transition and design of the bi-weekly payroll including, but not limited to, the assessment of organizational readiness for change, the design of the communication plan, business requirements and testing, change management plan, and employee training. The workgroup shall meet on a schedule it chooses, but no less frequently than once per month.
2. By January 1, 2025, the workgroup will put forth a report on their findings and an opinion as to the Employer's readiness to launch bi-weekly payroll, which will be shared with the DAS Director and Union Executive Director utilizing the following criteria:
 - a. System Readiness: ensuring that the bi-weekly payroll system is fully developed, tested, and ready for deployment.
 - b. Data Accuracy: Validate the accuracy and integrity of employee data within the bi-weekly payroll system.
 - c. Compliance: Ensure that the bi-weekly payroll system complies with all applicable legal and regulatory requirements, such as tax laws, employment regulations, and data protection policies.
 - d. Training and Support: Provide training and resources for employees who will be using the new payroll system. This includes ensuring that all relevant personnel are trained on how to operate the system effectively and efficiently, and that ongoing support mechanisms are in place to address any questions or issues that may arise.
 - e. Organizational Readiness: Using standardized change management tools, such as the ADKAR model, confirm that impacted staff are ready for implementation of the bi-weekly payroll system.
3. The State shall develop training for all employees and Agency payroll staff on the necessary topics related to the transition. The training will include an explanation of how deductions (for health insurance contributions, PERS contributions, and deferred compensation, for example) and leave accruals (for vacation and sick leave, for example) will be implemented in bi-weekly paychecks. The training will also explain how overtime will be reported, calculated, and paid. The training shall provide multiple avenues of explanation (such as webinars, self-directed learning, in-person training) sufficient to explain that employees' pay is not reduced annually as a result of the bi-weekly timing of paychecks, and the potential monthly financial impacts of the bi-weekly change to employees.
4. The Parties agree to establish a joint Statewide AFSCME labor-management committee to discuss and identify modifications in areas of the CBAs where calculations of hours worked or frequency of pay are applied such as: pay dates,

deductions, leave accruals, holiday proration, union dues, PEBB contributions, payslip structure improvements, etc. This list is not exhaustive and may be expanded as the contract is reviewed by the joint labor management committee for preparation of bi-weekly pay change implementation. The Parties also agree to dedicate no less than fifteen (15) minutes as needed at the beginning or end of each meeting to discuss other Workday concerns or updates unrelated to payroll. The workgroup will review non-payroll related Workday concerns and identify potential modifications needed.

- a. The joint Statewide AFSCME labor management committee shall be comprised of ten (10) members, with four (4) AFSCME represented employees appointed by the Union, four (4) management representatives, one (1) AFSCME staff and one (1) DAS State Labor Relations Manager. The Union and State may have additional staff work with the committee. This joint Statewide AFSCME labor management committee shall be tasked with reviewing modifications needed in statewide articles.
 - i. Each individual local shall utilize existing LMC, or if no LMC is established, participate in a subgroup where one (1) member from the local, one (1) member from AFSCME staff, one (1) member from management, and one (1) DAS Labor Relations Manager shall review and identify potential modifications needed in their local-specific articles.
 - ii. Each individual local subgroup will submit their identified modifications needed in their local-specific articles to the joint Statewide AFSCME labor management committee for review.
- b. The joint Statewide AFSCME labor management committee shall meet on a schedule it chooses, but no less frequently than once per month.
- c. Committee and workgroup members convened in accordance with the LOA 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.

Alleged violations of this LOA are not subject to the grievance and arbitration procedure.

Both parties retain their rights under PECBA.

LETTER OF AGREEMENT – PAY EQUITY

This Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Agencies covered by this Agreement (Agency) and the AFSCME Council 75 (Union).

This Agreement applies to all of the Union's bargaining units inside of the executive branch of state government.

The purpose of this Agreement is to provide procedures to implement unscheduled pay equity adjustments consistent with Oregon law, and, to identify the appeal procedure to have Agency or Employer decisions concerning pay equity reviewed.

The Parties agree to the following:

1. Application to Current Employees: The Employer, an Agency Head or designee (with CHRO approval) may provide an unscheduled salary step increase to correct a pay inequity between employees who perform work of a comparable character and are similarly-situated based on relevant factors, identified in Oregon Revised Statute [ORS 652.220(2)], by which individual employees may be compensated differently. Unscheduled salary step increases may be initiated by:
 - (a) Periodic statewide equal pay analysis (appeal process section 10)
 - (b) Employee request (appeal process section 9)
 - (c) Agency identified inequity (appeal process section 9)
2. Application to Returning Employees (including but not limited to reemployment and return from layoff): An Agency Head or designee may offer a higher step than prescribed in the applicable labor agreement when the Agency identifies a pay inequity between employees in the same classification who perform work of a comparable character.
3. If an Agency plans to grant an unscheduled salary step increase to an employee(s), the Agency shall first forward the recommendation to CHRO, Classification & Compensation for review and analysis. The CHRO shall approve or disapprove the Agency recommendation and shall provide a written response back to the Agency. If approved, the Agency may take action to implement the pay equity adjustment.
4. An employee may request a pay equity review by submitting a Pay Equity Review Request Form to the Agency Human Resource Department. This includes employees who are appealing pay equity assessments conducted at the time of hire or internal movements (transfer, promotion, etc.) to new positions where pay equity assessments are performed. The Agency Human Resource Department shall review the merits of the request based on the relevant factors and issue a written decision within sixty (60) calendar days, unless otherwise mutually agreed upon in writing.
5. Pay equity adjustments are generally effective on the date an employee made a written request to the Agency or the date the Agency submitted a request to DAS Classification and Compensation, whichever is earlier.
6. In the event an employee receives an unscheduled salary step adjustment for any of the reasons identified in Section 1, the employee's salary eligibility date shall remain the same.
7. Agencies shall retain all documents pertaining to decisions involving pay equity.
8. If the employee meets with the Agency or Employer, the employee may request and obtain Union representation.
9. Appeal Procedure - Agency Level Pay Equity Decisions.
 - (a) If an employee wishes to appeal an Agency's pay equity decision as filed under Section 4 of this Agreement, the employee shall submit a completed Pay Equity Appeal Form to the

Agency Head (or designee) within fifteen (15) days of receipt of the Agency's decision. The Agency shall respond to the appeal within thirty (30) days of receipt of the appeal. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.

- (b) If the employee disagrees with the Agency's decision, the employee may submit a written appeal to the Department of Administrative Services Labor Relations Unit (LRU) within fifteen calendar days of receipt of the Agency's decision. The employee shall forward all written documents as part of the appeal. The employee shall identify factors, as outlined above, the Agency did not properly consider. The Department of Administrative Services Labor Relations Unit (LRU) shall respond to the appeal in writing within thirty (30) calendar days.
- (c) Pay equity appeals are not subject to arbitration. However, nothing in this Agreement precludes the employee from submitting a claim to the Bureau of Labor and Industries (BOLI) in accordance with BOLI's administrative rules or pursuing other legal recourse. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the decision under this section.
- (d) For purposes of this Agreement only, the appeal process in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.
- (e) The Employer and Union may agree to an extensions of time in this Agreement upon mutual agreement in writing.

10. Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions

- (a) An employee may appeal the Employer's decision concerning the employee's salary that resulted from a statewide equal pay analysis. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.
- (b) An appeal of the Employers' equal pay analysis decision may be filed by sending a completed DAS Pay Equity Appeal Form via electronic mail to CHRO.CNC@das.Oregon.gov no later than fifteen (15) calendar days from the date the employee receives notification of the equal pay analysis results. The Employer shall make a good faith effort to respond with a decision regarding the employee's appeal within one hundred and twenty (120) calendar days.
- (c) The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the Employer's decision under this section.
- (d) Pay adjustments made as a result of accepted appeals shall be made retroactively to January 1, 2025.
- (e) To be eligible to file an appeal of the DAS statewide equal pay analysis decision an employee must have been employed by a state executive branch agency as of July 1, 2024. Employees who do not meet this eligibility requirements may pursue an appeal through Section 4 of this Agreement.
- (f) Employees at the top step of the salary range assigned to their job classification on or before January 1, 2025, are not eligible to file an appeal.
- (g) The Employer shall notify an employee in writing of the outcome of the employee's appeal, including reasons for the decision.
- (h) If the employee disagrees with the Employer's response, the employee may submit a claim to the Bureau of Labor and Industries or pursue other legal recourse. Pay equity appeals are not subject to arbitration.
- (i) For purposes of this Agreement only, the appeal procedure in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.

11. This Agreement becomes effective on the date of the last signature below and expires June 30, 2025.

LETTER OF AGREEMENT – SOLO OFFICE SAFETY

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer), on behalf of the Department of Environmental Quality (DEQ) (Agency), and the AFSCME Council 75 and AFSCME Local 3336 (Union).

The Parties agree that no later than April 1, 2024 every worksite where a public facing employee may be required to work in a solo capacity shall have the following features:

- The main workspace has the ability to be locked in such a way that members of the public cannot gain unauthorized access, at the discretion of the employee;
- An intercom or other communication system where the public facing employee can speak to members of the public while maintaining a locked and secure workspace;
- Access to a “panic-button”, which shall be connected to local emergency services. The agency shall maintain this equipment and test its functionality per manufacturer’s and installer’s recommendation. If the Agency cannot meet the April 1, 2024 deadline for “panic button” installation, management will provide monthly progress updates to the Labor Management Committee until the work is complete.

This Agreement shall sunset on June 30, 2025, unless extended by mutual agreement.

LETTER OF AGREEMENT – FLEXIBLE AND MODERN WORKPLACE

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer), on behalf of the Department of Environmental Quality (DEQ) (Agency), and the AFSCME Council 75 and AFSCME Local 3336 (Union).

Changes to “Work Options” Documents:

The Parties shall follow the processes described in the most up to date Work Options documents when not in conflict with applicable State laws and the AFSCME DEQ Collective Bargaining Agreement. The Agency will consult with the Labor Management Committee on changes to Work Options documents prior to implementation. If the Agency intends to implement changes to the Work Options documents that are mandatory subjects of bargaining, the Agency will notify the Union per PECBA and ERB requirements. This does not constitute a waiver of the Union’s right to bargain.

Flexible and Modern Workplace Work Group:

To provide the Union opportunities to identify and communicate areas for improvements within the flexible and modern workplace, the union will form a work group for these issues. A work group will be created as follows:

1. The work group shall have up to eight (8) represented members on paid time to participate in discussions. Each member shall be allowed up to two (2) hours of paid time per month to participate in this work group. The work group will provide a report out to LMC and may identify areas for improvement and/or present recommendations.
2. The work group shall have at least two (2) hours every six (6) months at Labor Management Committee to focus on flexible and modern workplace discussions and recommendations.

Employee Emergency Preparedness:

- DEQ will provide adequate space for all employees who work from a central worksite to store their own emergency preparedness supplies. The Agency shall make all employees aware of storage space in an Agency-wide communication, onboarding materials, on the Agency intranet and through the Agency’s Emergency Operation Plan at their central worksite.
- This will be completed no later than March 31, 2024.

This Agreement shall sunset on June 30, 2025, unless extended by mutual agreement.

LETTER OF CLARIFICATION - COMPENSATORY/STRAIGHT TIME LANGUAGE

Article	Section	Language
12 Discipline & Discharge	5	"Employees may be allowed to cover such absences with accrued vacation time, or compensatory time and/or/straight time if extenuating circumstances existed."
14 Shop Stewards	4	"At the Union's request and subject to the operating requirements of the Agency, Shop Stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time, accrued straight time , or leave of absence without pay to attend Union recommended trainings."
20 Layoff	9	"Section 9. Compensatory Time/Straight Time Payout. Any employee demoted in lieu of layoff may request at that time and shall be paid for all accrued compensatory time and /straight time at the rate being earned prior to demotion in lieu of layoff."
20 Layoff	14	"Such interruptions of employment for FLSA non-Exempt employees shall be recorded and reported as leave without pay, unless the employee opts to use accrued vacation leave, personal leave, or compensatory time or /straight time off during the period of the temporary interruption of work."
20 Layoff	14	"For FLSA Exempt employees, the employee may exercise the option to use accrued vacation leave, personal leave, or compensatory time or /straight time off for temporary interruptions of employment that last one (1) or more full workweeks, but for partial workweeks the employee is paid. Employees remaining on duty during the temporary interruption will be selected by seniority within classification."
24A Flexitime	9	ADDED: "During a work period when a compensable holiday occurs the employee will be granted appropriate holiday hours for the holidays recognized in <u>Article 28 - Holidays</u> at the straight-time rate. When the compensable holiday, or portion thereof, falls on the employee's scheduled flex day off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period." ¶ If the employee cannot schedule an alternate day off during the workweek in which the holiday occurs the holiday <u>hours</u> will be accrued as compensatory time at the straight-time rate. <i>Note: In this case, regardless if FLSA exempt or non exempt, employee will receive compensatory time off at the straight time rate.</i>

<p>26 Scheduling Compensatory/ Straight Compensatory Time Off and Straight Time Off</p>	<p>All</p>	<p>“Section 1. Subject to the operating requirements of the Agency, an employee shall have their choice of scheduling compensatory/straight compensatory time and straight time off on a first-come, first-served basis. If two (2) or more employees request the same period of time off on the same day, and this conflicts with operating requirements, the employee having the greatest seniority with the Agency shall be granted the time off, if the matter cannot be resolved by agreement between the employees concerned. Compensatory/straight Compensatory time and straight time may be taken in time increments of less than eight (8) hours.</p> <p>Section 2. Compensatory/straight Compensatory time and straight time off shall be scheduled in accordance with standard procedures used for vacation leave and are subject to the provisions under the vacation leave Article.</p> <p>Section 3. An employee may accrue a total of up to eighty (80) hours of compensatory/straight compensatory time and straight time off. The Agency may allow accrual of additional hours of compensatory/straight compensatory time and/or straight time off above eighty (80) hours if specifically requested by the employee. Any hours in excess of eighty (80) hours shall be paid to the employee by the Agency, or scheduled off with the mutual agreement of the supervisor and the employee, within thirty (30) days of the excess accrual.</p> <p>Section 4. When an employee terminates employment with the Agency, the Agency shall pay all unused compensatory/straight compensatory time and straight time hours to the employee in the last paycheck.”</p>
<p>27 Inclement Weather/ Hazardous Conditions</p>	<p>1</p>	<p>"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/straight compensatory time, straight time off, personal leave or approved leave without pay."</p>
<p>27 Inclement Weather/ Hazardous Conditions</p>	<p>2</p>	<p>"use accrued vacation hours, compensatory/straight compensatory time, straight time off, personal leave time, leave without pay" & "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, compensatory time, straight time or compensatory/straight time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek.</p>
<p>27 Inclement Weather/ Hazardous Conditions</p>	<p>7</p>	<p>"Where the Agency remains open and an employee notifies their supervisors that they are unable to report to work, or will be late, due to inclement weather, weather-related, or hazardous conditions including active shooter or threat of violence, the employee shall be allowed to use accrued vacation leave, compensatory time, straight time compensatory/straight time off, personal leave or approved leave without pay."</p>
<p>27 Inclement Weather/ Hazardous Conditions</p>	<p>5</p>	<p>"Otherwise, the employee may request and the Employer may grant vacation leave, compensatory/straight compensatory time, straight time, or leave without pay to cover such time loss."</p>
<p>28 Holidays</p>	<p>3</p>	<p>"Employees who are required to work on recognized holidays shall be entitled to the holiday pay as provided for by Section 2 of this Article plus compensatory time off or cash for all such time worked at the rate of time and one-half (1-1/2)."</p>
<p>28 Holidays</p>	<p>4</p>	<p>"An employee will receive compensatory time off for holiday time worked unless the employee requests, in writing, cash. The compensatory time accrual limits established in Article 26 - Scheduling of Compensatory Time Off-and Straight Time Off shall apply."</p>
<p>28 Holidays</p>	<p>6</p>	<p>"During the workweek in which a compensable holiday occurs, in order to maintain a forty (40)-hour workweek, an employee on an alternate work schedule may elect</p>

		to use accrued vacation, personal business or , compensatory time, or /straight time leave to cover the work schedule hours during the designated holiday in excess of eight (8) hours."
30 Sick Leave	7	"No compensatory time, /straight time, vacation time or other accumulated time shall be deducted from the employee's time unless directed by the employee in writing."
31 Other Leaves	1.f.c	"Interview Leave time approved and taken to interview with another state Agency that exceeds the four (4) hours of Agency paid time must be recorded as accrued leave (i.e., vacation, personal business, compensatory time, /straight time, leave without pay) or managed through approved flex time within the same workweek."
31 Other Leaves	1.g & 1.g.1	"Hardship Leave. Employee(s) within the Agency may transfer accumulated vacation leave, or compensatory time, or /straight time in blocks of one (1) hour or more to another employee of the agency provided" & "Accrued paid leaves include, but are not limited to sick, vacation, personal, and compensatory time, and straight time leave accruals." &
31 Other Leaves	1.g.6	"Donated vacation leave, or compensatory time and/or /straight time may be provided to employees in other AFSCME Central Table participating agencies subject to the approval of the appointing authorities for the involved agencies."
31 Other Leaves	2.d	"Employees shall not be required to use paid leaves during these absences but are entitled at the employee's discretion to use sick leave, compensatory time, /straight time, personal leaves, and vacation as paid time during these leaves."
35 Overtime	3a. & 3b.	"Employees who are designated Non-Exempt under the Fair Labor Standards Act (FLSA), shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of forty (40) hours in any one (1) workweek." & "Employees who are designated Exempt under FLSA shall receive paid time for authorized time worked in excess of a forty (40)-hour workweek at the straight time rate of one (1) hour off for each hour over forty (40) in a workweek, unless the employee elects to receive cash."
35 Overtime	5	"Eligible employees shall receive compensatory /straight time off for overtime worked, All employees working overtime as described in Section 3 of this article will receive the appropriate accrued time unless an employee requests, in writing, to receive cash. The accrual limits of compensatory time and /straight time off shall be subject to Article 26 - Scheduling Compensatory / Straight Compensatory Time Off and Straight Time Off."
41 Worker's Compensation	4	"An employee who has exhausted earned sick leave shall have the option to use accumulated compensatory time, /straight time, and vacation leave during the period in which Workers' Compensation is being received, and the salary paid for such a 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, and/or compensatory time, and/or /straight time."
63 Emergency Response Coordination	7	"Employees who are designated Non-Exempt under FLSA and are currently or formerly assigned to spill response shall not continue to accrue more than two hundred and forty (240) hours of combined spill time, or compensatory time, and /straight time."
63 Emergency Response Coordination	7	Non-Exempt Employees "When an employee terminates employment with the Agency, the Agency shall pay all unused compensatory time, /straight time and spill time hours to the employee in their final paycheck."
63 Emergency Response Coordination	7	"Employees who are designated Exempt under FLSA and are currently or formerly assigned to spill response shall not accrue more than four hundred (400) hours of spill time, and compensatory time, and /straight time." & When an employee terminates employment with the Agency, the Agency shall pay all unused

		compensatory time, /straight time and spill time hours to the employee in their final paycheck."
LOA – Art 63 Emergency Response Coordination		<p>“This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer), on behalf of the Department of Environmental Quality (DEQ) (Agency), and AFSCME, Council 75 and Local 3336 (Union). The Parties agree to the following:</p> <p>1. Effective February 1, 2022, all non-exempt employees, per the Fair Labor Standards Act (FLSA), may only maintain a combined spill time, and compensatory time, and /straight time balance of two hundred forty (240) hours. All hours in excess of two hundred forty (240) hours will be paid, via the mid-February 2022 or the March 2022 paycheck.</p> <p>2. Effective June 1, 2023, all exempt employees, per the Fair Labor Standards Act (FLSA), may only maintain combined spill time, and compensatory time, and /straight time balance of four hundred (400) hours. All spill time, and compensatory time, and /straight time in excess of four hundred (400) hours will be paid, via the mid-June 2023 or the July 2023 paycheck.</p> <p>This Letter of Agreement shall expire on June 30, 2023, unless extended by mutual agreement by both Parties. – NOTE: Proposing Sunset</p>
LOA Natural Disaster Leave	2	<p>"Donators may donate their accrued vacation, or compensatory leave time and/or straight time."</p> <p>NOTE: No change – Statewide LOA</p>

This Letter of Clarification will expire on June 30, 2025, unless extended by mutual agreement.

APPENDIX B - AFSCME - DEQ CLASSIFICATION PLAN

CLASSIFICATION TITLE	SALARY RANGE	Pay / Rng Option
Accountant 1	23	AP
Accountant 2	27	AP
Accountant 3	30	AP
Accounting Technician	19	AP
Administrative Specialist 1	17	AP
Administrative Specialist 2	20	AP
Cartographer 1	13	AP
Cartographer 2	17	AP
Cartographer 3	19	AP
Chemist 1	24	AP
Chemist 2	26	AP
Chemist 3	29	AP
Construction Project Manager 1	27	AP
Construction Project Manager 2	30	AP
Construction Project Manager 3	33	AP
Custodian	10	AP
Electronic Publishing Design Specialist 1	17	AP
Electronic Publishing Design Specialist 2	22	AP
Electronic Publishing Design Specialist 3	25	AP
Environmental Engineer 1	25	AP
Environmental Engineer 2	30	AP
Environmental Engineer 3	33	AP
Environmental Law Specialist	31D	AP
Executive Support Specialist 1	17	AP
Executive Support Specialist 2	20	AP
Facility Maintenance Specialist	18	AP
Facility Operations Specialist 1	24	AP
Facility Operations Specialist 2	26	AP
Fiscal Analyst 1	23	AP
Fiscal Analyst 2	27	AP
Fiscal Analyst 3	30	AP
Information Systems Specialist 1	17I	IP
Information Systems Specialist 2	21I	IP

Information Systems Specialist 3	24I	IP
Information Systems Specialist 4	25I	IP
Information Systems Specialist 5	28I	IP
Information Systems Specialist 6	29I	IP
Information Systems Specialist 7	31I	IP
Information Systems Specialist 8	34I	IP
Laboratory Technician 1	13	AP
Laboratory Technician 2	19	AP
Librarian	26	AP
Loan Specialist 1	23	AP
Loan Specialist 2	27	AP
Loan Specialist 3	30	AP
Mail Services Assistant	10	AP
Natural Resource Specialist 1	21	AP
Natural Resource Specialist 2	24	AP
Natural Resource Specialist 3	27	AP
Natural Resource Specialist 3	28	BP
Natural Resource Specialist 3	28	DP
Natural Resource Specialist 4	30	AP
Natural Resource Specialist 4	31	BP
Natural Resource Specialist 4	31	DP
Natural Resource Specialist 4	32	CP
Natural Resource Specialist 5	32	AP
Natural Resource Specialist 5	33	BP
Occupational Safety Specialist 3	27	AP
Office Assistant 1	08	AP
Office Assistant 2	10	AP
Office Specialist 1	13C	AP
Office Specialist 2	15C	AP
Operations & Policy Analyst 1	23	AP
Operations & Policy Analyst 2	27	AP
Operations & Policy Analyst 3	30	AP
Operations & Policy Analyst 4	32	AP
Payroll Analyst	21	AP
Procurement & Contract Specialist 1	23	AP
Procurement & Contract Specialist 2	27	AP
Procurement & Contract Specialist 3	29	AP

Procurement And Contract Assistant	19	AP
Program Analyst 1	23	AP
Program Analyst 2	27	AP
Program Analyst 3	29	AP
Program Analyst 4	31	AP
Project Manager 1	27	AP
Project Manager 2	30	AP
Project Manager 3	32	AP
Public Affairs Specialist 1	25	AP
Public Affairs Specialist 2	29	AP
Public Affairs Specialist 3	31	AP
Public Service Representative 1	09	AP
Public Service Representative 2	13C	AP
Public Service Representative 3	15	AP
Public Service Representative 3	15V	VP
Public Service Representative 4	20	AP
Research Analyst 1	19	AP

Research Analyst 2	23	AP
Research Analyst 3	26	AP
Research Analyst 4	30	AP
Revenue Agent 1	17	AP
Safety Specialist 1	23	AP
Safety Specialist 2	27	AP
Scientific Instrument Technician	21	AP
Student Professional/Technical Worker	11	AP
Training & Development Specialist 2	28	AP
Vehicle Emission Technician 1	16	AP
Vehicle Emission Technician 2	18	AP
Word Processing Technician 1	11	AP
Word Processing Technician 2	13	AP
Word Processing Technician 3	15	AP

APPENDIX C – SALARY SCHEDULES

SALARY SCHEDULE AS OF JULY 1, 2023											
Salary Range	Pay / Rng Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
8	AP								3005	3119	3216
9	AP							3005	3116	3216	3343
10	AP						3005	3116	3216	3343	3482
11	AP					3005	3116	3216	3343	3482	3627
13	AP			3005	3116	3216	3343	3482	3627	3784	3962
13C	AP		3005	3116	3216	3343	3482	3627	3784	3962	4155
15	AP	3005	3116	3216	3343	3482	3627	3784	3962	4155	4355
15C	AP	3061	3164	3278	3412	3555	3706	3872	4058	4255	4462
15V	VP	3175	3277	3407	3550	3700	3859	4042	4238	4442	4656
16	AP	3116	3216	3343	3482	3627	3784	3962	4155	4355	4562
17	AP	3216	3343	3482	3627	3787	3962	4155	4355	4562	4772
17I	IP	3325	3461	3597	3756	3931	4116	4306	4505	4717	4937
18	AP	3343	3482	3627	3784	3962	4155	4355	4556	4772	5014
19	AP	3482	3627	3784	3962	4155	4355	4556	4772	5014	5253
20	AP	3627	3784	3962	4155	4355	4556	4772	5014	5253	5501
21	AP	3784	3962	4155	4355	4556	4772	5014	5253	5501	5768
21I	IP	3830	4011	4197	4391	4597	4815	5037	5276	5521	5777
22	AP	3962	4155	4355	4556	4772	5014	5253	5501	5768	6046
23	AP	4155	4355	4556	4772	5014	5253	5501	5768	6046	6345
24	AP	4355	4556	4772	5014	5253	5501	5768	6046	6345	6659
24I	IP	4383	4591	4810	5030	5266	5515	5774	6045	6330	6630
25	AP	4556	4772	5014	5253	5501	5768	6046	6345	6659	6977
25I	IP	4757	4979	5210	5457	5713	5982	6262	6557	6865	7189
26	AP	4772	5014	5253	5501	5768	6046	6345	6659	6977	7322
27	AP	5014	5253	5501	5768	6046	6346	6659	6977	7322	7673
28I	IP	5308	5561	5819	6095	6381	6680	6996	7325	7670	8031
28	BP	5253	5501	5768	6046	6345	6659	6977	7322	7673	8053
28	DP	5253	5501	5768	6046	6345	6659	6977	7322	7673	8053
29	AP	5501	5768	6046	6345	6659	6977	7322	7673	8053	8449
29I	IP	5679	5943	6224	6517	6825	7145	7481	7836	8202	8585
30	AP	5768	6046	6345	6659	6977	7322	7673	8053	8449	8868
31	AP	6046	6345	6659	6977	7322	7673	8053	8448	8868	9307
31I	IP	6287	6583	6893	7217	7557	7914	8285	8674	9079	9503
31	BP	6046	6345	6659	6977	7322	7673	8053	8432	8831	9248
31	DP	6046	6345	6659	6977	7322	7673	8053	8432	8831	9248
31D	AP	6345	6659	6977	7322	7673	8053	8448	8868	9307	9742
32	CP	6345	6659	6977	7322	7673	8053	8432	8831	9249	9686
32	AP	6345	6659	6977	7322	7673	8053	8448	8868	9307	9742
33	AP	6659	6977	7322	7673	8053	8448	8868	9307	9742	10235
33	BP	6659	6977	7322	7673	8053	8432	8831	9246	9680	10135
34I	IP	7172	7511	7865	8239	8623	9034	9465	9913	10383	10874

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

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

SALARY SCHEDULE AS OF DECEMBER 1, 2023

Salary Range	Pay / Rng Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
8	AP								3200	3322	3425
9	AP							3200	3319	3425	3560
10	AP						3200	3319	3425	3560	3708
11	AP					3200	3319	3425	3560	3708	3863
13	AP			3200	3319	3425	3560	3708	3863	4030	4220
13C	AP		3200	3319	3425	3560	3708	3863	4030	4220	4425
15	AP	3200	3319	3425	3560	3708	3863	4030	4220	4425	4638
15C	AP	3260	3370	3491	3634	3786	3947	4124	4322	4532	4752
15V	VP	3381	3490	3628	3781	3941	4110	4305	4513	4731	4959
16	AP	3319	3425	3560	3708	3863	4030	4220	4425	4638	4859
17	AP	3425	3560	3708	3863	4033	4220	4425	4638	4859	5082
17I	IP	3541	3686	3831	4000	4187	4384	4586	4798	5024	5258
18	AP	3560	3708	3863	4030	4220	4425	4638	4852	5082	5340
19	AP	3708	3863	4030	4220	4425	4638	4852	5082	5340	5594
20	AP	3863	4030	4220	4425	4638	4852	5082	5340	5594	5859
21	AP	4030	4220	4425	4638	4852	5082	5340	5594	5859	6143
21I	IP	4079	4272	4470	4676	4896	5128	5364	5619	5880	6153
22	AP	4220	4425	4638	4852	5082	5340	5594	5859	6143	6439
23	AP	4425	4638	4852	5082	5340	5594	5859	6143	6439	6757
24	AP	4638	4852	5082	5340	5594	5859	6143	6439	6757	7092
24I	IP	4668	4889	5123	5357	5608	5873	6149	6438	6741	7061
25	AP	4852	5082	5340	5594	5859	6143	6439	6757	7092	7431
25I	IP	5066	5303	5549	5812	6084	6371	6669	6983	7311	7656
26	AP	5082	5340	5594	5859	6143	6439	6757	7092	7431	7798
27	AP	5340	5594	5859	6143	6439	6758	7092	7431	7798	8172
28I	IP	5653	5922	6197	6491	6796	7114	7451	7801	8169	8553
28	BP	5594	5859	6143	6439	6757	7092	7431	7798	8172	8576
28	DP	5594	5859	6143	6439	6757	7092	7431	7798	8172	8576
29	AP	5859	6143	6439	6757	7092	7431	7798	8172	8576	8998
29I	IP	6048	6329	6629	6941	7269	7609	7967	8345	8735	9143
30	AP	6143	6439	6757	7092	7431	7798	8172	8576	8998	9444
31	AP	6439	6757	7092	7431	7798	8172	8576	8997	9444	9912
31I	IP	6696	7011	7341	7686	8048	8428	8824	9238	9669	10121
31	BP	6439	6757	7092	7431	7798	8172	8576	8980	9405	9849
31	DP	6439	6757	7092	7431	7798	8172	8576	8980	9405	9849
31D	AP	6757	7092	7431	7798	8172	8576	8997	9444	9912	10375
32	CP	6757	7092	7431	7798	8172	8576	8980	9405	9850	10316
32	AP	6757	7092	7431	7798	8172	8576	8997	9444	9912	10375
33	AP	7092	7431	7798	8172	8576	8997	9444	9912	10375	10900
33	BP	7092	7431	7798	8172	8576	8980	9405	9847	10309	10794
34I	IP	7638	7999	8376	8775	9183	9621	10080	10557	11058	11581

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

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

SALARY SCHEDULE AS OF APRIL 1, 2024

Salary Range	Pay / Rng Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
8	AP										3425
9	AP									3425	3560
10	AP								3425	3560	3708
11	AP							3425	3560	3708	3863
13	AP					3425	3560	3708	3863	4030	4220
13C	AP				3425	3560	3708	3863	4030	4220	4425
15	AP			3425	3560	3708	3863	4030	4220	4425	4638
15C	AP			3491	3634	3786	3947	4124	4322	4532	4752
15V	VP			3628	3781	3941	4110	4305	4513	4731	4959
16	AP			3560	3708	3863	4030	4220	4425	4638	4859
17	AP			3708	3863	4033	4220	4425	4638	4859	5082
17I	IP			3831	4000	4187	4384	4586	4798	5024	5258
18	AP			3863	4030	4220	4425	4638	4852	5082	5340
19	AP			4030	4220	4425	4638	4852	5082	5340	5594
20	AP			4220	4425	4638	4852	5082	5340	5594	5859
21	AP			4425	4638	4852	5082	5340	5594	5859	6143
21I	IP			4470	4676	4896	5128	5364	5619	5880	6153
22	AP	4220	4425	4638	4852	5082	5340	5594	5859	6143	6439
23	AP	4425	4638	4852	5082	5340	5594	5859	6143	6439	6757
24	AP	4638	4852	5082	5340	5594	5859	6143	6439	6757	7092
24I	IP	4668	4889	5123	5357	5608	5873	6149	6438	6741	7061
25	AP	4852	5082	5340	5594	5859	6143	6439	6757	7092	7431
25I	IP	5066	5303	5549	5812	6084	6371	6669	6983	7311	7656
26	AP	5082	5340	5594	5859	6143	6439	6757	7092	7431	7798
27	AP	5340	5594	5859	6143	6439	6758	7092	7431	7798	8172
28I	IP	5653	5922	6197	6491	6796	7114	7451	7801	8169	8553
28	BP	5594	5859	6143	6439	6757	7092	7431	7798	8172	8576
28	DP	5594	5859	6143	6439	6757	7092	7431	7798	8172	8576
29	AP	5859	6143	6439	6757	7092	7431	7798	8172	8576	8998
29I	IP	6048	6329	6629	6941	7269	7609	7967	8345	8735	9143
30	AP	6143	6439	6757	7092	7431	7798	8172	8576	8998	9444
31	AP	6439	6757	7092	7431	7798	8172	8576	8997	9444	9912
31I	IP	6696	7011	7341	7686	8048	8428	8824	9238	9669	10121
31	BP	6439	6757	7092	7431	7798	8172	8576	8980	9405	9849
31	DP	6439	6757	7092	7431	7798	8172	8576	8980	9405	9849
31D	AP	6757	7092	7431	7798	8172	8576	8997	9444	9912	10375
32	CP	6757	7092	7431	7798	8172	8576	8980	9405	9850	10316
32	AP	6757	7092	7431	7798	8172	8576	8997	9444	9912	10375
33	AP	7092	7431	7798	8172	8576	8997	9444	9912	10375	10900
33	BP	7092	7431	7798	8172	8576	8980	9405	9847	10309	10794
34I	IP	7638	7999	8376	8775	9183	9621	10080	10557	11058	11581

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

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

SALARY SCHEDULE AS OF JANUARY 1, 2025 OR FEBRUARY 1, 2025 (per Salaries Article)

<u>Salary Range</u>	<u>Pay / Rng 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>	<u>Step 10</u>
8	AP										3649
9	AP									3649	3793
10	AP								3649	3793	3951
11	AP							3649	3793	3951	4116
13	AP					3649	3793	3951	4116	4294	4496
13C	AP				3649	3793	3951	4116	4294	4496	4715
15	AP			3649	3793	3951	4116	4294	4496	4715	4942
15C	AP			3720	3872	4034	4206	4394	4605	4829	5063
15V	VP			3866	4029	4199	4379	4587	4809	5041	5284
16	AP			3793	3951	4116	4294	4496	4715	4942	5177
17	AP			3951	4116	4297	4496	4715	4942	5177	5415
17I	IP			4082	4262	4461	4671	4886	5112	5353	5602
18	AP			4116	4294	4496	4715	4942	5170	5415	5690
19	AP			4294	4496	4715	4942	5170	5415	5690	5960
20	AP			4496	4715	4942	5170	5415	5690	5960	6243
21	AP			4715	4942	5170	5415	5690	5960	6243	6545
21I	IP			4763	4982	5217	5464	5715	5987	6265	6556
22	AP	4496	4715	4942	5170	5415	5690	5960	6243	6545	6861
23	AP	4715	4942	5170	5415	5690	5960	6243	6545	6861	7200
24	AP	4942	5170	5415	5690	5960	6243	6545	6861	7200	7557
24I	IP	4974	5209	5459	5708	5975	6258	6552	6860	7183	7523
25	AP	5170	5415	5690	5960	6243	6545	6861	7200	7557	7918
25I	IP	5398	5650	5912	6193	6483	6788	7106	7440	7790	8157
26	AP	5415	5690	5960	6243	6545	6861	7200	7557	7918	8309
27	AP	5690	5960	6243	6545	6861	7201	7557	7918	8309	8707
28I	IP	6023	6310	6603	6916	7241	7580	7939	8312	8704	9113
28	BP	5960	6243	6545	6861	7200	7557	7918	8309	8707	9138
28	DP	5960	6243	6545	6861	7200	7557	7918	8309	8707	9138
29	AP	6243	6545	6861	7200	7557	7918	8309	8707	9138	9587
29I	IP	6444	6744	7063	7396	7745	8107	8489	8892	9307	9742
30	AP	6545	6861	7200	7557	7918	8309	8707	9138	9587	10063
31	AP	6861	7200	7557	7918	8309	8707	9138	9586	10063	10561
31I	IP	7135	7470	7822	8189	8575	8980	9402	9843	10302	10784
31	BP	6861	7200	7557	7918	8309	8707	9138	9568	10021	10494
31	DP	6861	7200	7557	7918	8309	8707	9138	9568	10021	10494
31D	AP	7200	7557	7918	8309	8707	9138	9586	10063	10561	11055
32	CP	7200	7557	7918	8309	8707	9138	9568	10021	10495	10992
32	AP	7200	7557	7918	8309	8707	9138	9586	10063	10561	11055
33	AP	7557	7918	8309	8707	9138	9586	10063	10561	11055	11614
33	BP	7557	7918	8309	8707	9138	9568	10021	10492	10984	11501
34I	IP	8138	8523	8925	9350	9784	10251	10740	11248	11782	12340

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

SIGNATURE PAGE – AFSCME
DEPARTMENT OF ENVIRONMENTAL QUALITY

Signed this 21st day of August, 2023 at Salem, Oregon.



**FOR THE
STATE OF
OREGON**

Berrie Leslie

Berrie Leslie, Director
Department of Administrative Services (DAS)

Debbie Pillsbury-Harvey

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

Nancy Dickison

Nancy Dickison, Bargaining Team Member

Brian Boling

Brian Boling, Bargaining Team Member

Lori Pillsbury

Lori Pillsbury, Bargaining Team Member

Ranei Nomura

Ranei Nomura, Bargaining Team Member

Wade Sadler

Wade Sadler, Bargaining Team Member

Penny Robertson

Penny Robertson, Bargaining Team Member



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

Chris Stout

Chris Stout, Council Representative
Oregon AFSCME Council 75

Eric Feeley

Eric Feeley, Bargaining Team Member

Sophia Cain

Sophia Cain, Bargaining Team Member

Blake Gilbert

Blake Gilbert, Bargaining Team Member

Tori Heroux

Tori Heroux, Bargaining Team Member

Gus Glaser

Gus Glaser, Bargaining Team Member

Kelsey Dobo

Kelsey Dobo, Bargaining Team Member

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