



COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF
ADMINISTRATIVE SERVICES

on behalf of the

LAND CONSERVATION AND
DEVELOPMENT DEPARTMENT

and

AFSCME

LOCAL 191 / COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2021

-

2023

DLCD

TABLE OF CONTENTS

ARTICLE	PAGE
ARTICLE 1 - RECOGNITION	3
ARTICLE 2 - MANAGEMENT'S RIGHTS	3
ARTICLE 3 - UNION RIGHTS, SECURITY, AND STEWARDS	3
ARTICLE 4 - ADMINISTRATIVE PROVISIONS	6
ARTICLE 5 - PERSONNEL RECORDS	8
ARTICLE 6 - DISCIPLINE AND DISCHARGE	10
ARTICLE 7 - GRIEVANCE PROCEDURE.....	11
ARTICLE 8 - FILLING OF VACANCIES	15
ARTICLE 9 - TRIAL SERVICE.....	15
ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION	17
ARTICLE 11 - QUARTERLY CHECK-INS	17
ARTICLE 12 - HOURS OF WORK/OVERTIME	18
ARTICLE 13 - LAYOFF AND RECALL.....	20
ARTICLE 14 - HOLIDAYS.....	25
ARTICLE 15 - VACATION LEAVE	27
ARTICLE 16 - SICK LEAVE.....	29
ARTICLE 17 - OTHER LEAVES.....	32
ARTICLE 18 - SALARY ADMINISTRATION	35
ARTICLE 19 - INSURANCE	36
ARTICLE 20 – LABOR/MANAGEMENT COMMITTEE.....	37
ARTICLE 21 - WAGES.....	38
ARTICLE 22 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENTS.....	39
ARTICLE 23 - POSITION DESCRIPTIONS/CLASSIFICATIONS/WORK OUT OF CLASS	39
ARTICLE 24 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS	43
ARTICLE 25 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS.....	44
ARTICLE 26 – BILINGUAL DIFFERENTIAL.....	45
ARTICLE 27 - LEADWORK DIFFERENTIAL.....	45
ARTICLE 28 - CONTRACTING OUT.....	46
ARTICLE 29 - PROFESSIONAL DIFFERENCES OF OPINION.....	48
ARTICLE 30 - TEMPORARY INTERRUPTION OF EMPLOYMENT	49
ARTICLE 31 – INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE.....	49
ARTICLE 32 – LIMITED DURATION APPOINTMENTS	52
ARTICLE 33 – PRE-TAX MASS TRANSIT OPTION.....	53
ARTICLE 35 – SAFETY AND HEALTH.....	53
ARTICLE 36 - VOLUNTARY MEDICAL SEPARATION.....	54
ARTICLE 37 – EXIT INTERVIEWS	55
ARTICLE 38 - BICYCLE COMMUTING PROGRAM.....	55
ARTICLE 39 - WORKING REMOTELY	56
ARTICLE 40 – AIR QUALITY.....	58
LETTER OF AGREEMENT – ARTICLE 19 - PEBB MEMBER ADVISORY COMMITTEE	60
LETTER OF AGREEMENT - ARTICLE 19 – PART TIME MEDICAL INSURANCE COMPUTATION AND SUBSIDY.....	61
LETTER OF AGREEMENT - UNION USE OF STATE E-MAIL.....	62
LETTER OF AGREEMENT - COMMUTING ALTERNATIVES	64
LETTER OF AGREEMENT – CHERRIOTS GROUP PASS PROGRAM.....	65
LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS.....	66
LETTER OF AGREEMENT – STATE WORKER TRAINING FUND.....	67
LETTER OF AGREEMENT – CONTRACT SPECIALIST.....	69
LETTER OF AGREEMENT – CONTRACT REVIEW WORKGROUP.....	72
LETTER OF AGREEMENT – WORKING REMOTELY	73
LETTER OF AGREEMENT – ESSENTIAL WORKER INCLEMENT WEATHER/HAZARDOUS CONDITIONS PAY	74
LETTER OF AGREEMENT – NATURAL DISASTER LEAVE	75
LETTER OF AGREEMENT – PAYROLL COMPUTATION PROCEDURES	76
LETTER OF AGREEMENT – PANDEMIC RECOGNITION PAY	77
LETTER OF AGREEMENT – STATE POLICY 50.050.01 WORKING REMOTELY UPDATES	78
LETTER OF AGREEMENT – CHILDCARE AND ELDERCARE EXPLORATORY COMMITTEE.....	79
LETTER OF AGREEMENT – PAY EQUITY ADJUSTMENTS.....	80
APPENDIX A – COMPENSATION PLAN	83
APPENDIX B - SALARY SCHEDULES.....	84
SIGNATURE PAGE	87

ARTICLE 1 - RECOGNITION

Section 1.

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 Land Conservation and Development (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees, Council 75 (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.

Section 2.

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the Department of Land Conservation and Development, excluding supervisory, managerial and/or confidential as defined by ORS 243.650, temporary, and part-time employees working less than thirty-two (32) hours per month. 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'S 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 the 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 policies, provided such rights are not specifically abridged by any provision of this Agreement.

ARTICLE 3 - UNION RIGHTS, SECURITY, AND STEWARDS

Section 1. Notice of Representatives

The Union will provide the Agency's Director with the names of its representatives from the District Council 75 who will be "Union Representatives."

Section 2. Union Representative Visits

After advising the Agency Director or their designee of their presence on the worksite and the reason(s) therefore, a Union Representative(s) will be allowed to visit the work areas of the employees during workday. Such visits will not interfere with the normal flow of work.

Section 3. Agency Stewards

A. Two (2) Agency Stewards shall be allowed to ensure access to Agency employees. Such Stewards shall be selected from and represent employees. The Union shall notify the Agency of the names of Agency Stewards and their successors upon selection.

- B. Stewards may receive but not solicit grievances, and may discuss complaints and grievances on the premises of the Agency, so long as it does not interfere with the work and duties of the Agency Stewards or with the work and duties of the employees. Agency Stewards shall be granted reasonable paid time off during regularly scheduled working hours to process grievances. Agency Stewards will report such time on the Agency timesheet.

Section 4. Union Business

Employees shall conduct the internal business of the Union during their nonduty hours.

Section 5. Building Use

Upon written request to the Agency Director or their designee, the Union shall be allowed to use Agency facilities during nonduty hours for meetings when such facilities are available and such meetings will not interfere with the business of the Agency.

Section 6. Bulletin Boards

The Agency shall provide bulletin board space for the use of the Union to communicate with its members.

Section 7. Union Notices to Employees

The Agency shall furnish each new employee with a written notice, provided by the Union, that the Union is the certified collective bargaining representative and shall advise each new employee of their obligation for declaration of dues or fair share deduction. A Union Representative may meet with a new employee for fifteen (15) minutes within fourteen (14) days of hiring so the Union can present to the employee information about the Union. If the Union Representative is an employee of the Agency, they will be allowed time off with pay to make the fifteen (15)-minute presentation.

Section 8. Payroll Deductions

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

Section 9. Employer Held Harmless

The Union agrees that it will indemnify, defend and save the Employer and the Agency harmless from all suits, actions, proceedings, and claims against the Employer and the Agency or

person(s) acting on behalf of the Employer and the Agency whether for damage, compensation, reinstatement, or combination thereof arising out the Agency's implementation of this Article.

Section 10. Union President Leave

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

Effective September 1, 2009, the Employer will send a monthly report to the Union of the names of individuals that have retired the previous month. For purposes of this Agreement, a retiree shall be defined as a person who has given the Agency written notice that they are separating from State service by retirement and that person has actually separated from State service.

Section 12. Reports

Upon request and no more than once a quarter the Agency shall provide to the Union the names of any temporary/Limited duration employees (management/unrepresented/ bargaining unit) hired, reason for the hire and expected duration of the appointment.

Upon request and no more than once a quarter, the Agency shall provide to the Union the names of all employees in double fill positions, the reason for the double fill and the expected duration of the appointment if available.

Upon request, the Agency shall provide to the Union on an annual basis the Agency organization charts showing management positions and the positions they supervise.

Section 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:

- A.** The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two bargaining unit members may be designated to attend AFSCME conventions under this provision.
- B.** Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.
- C.** The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
- D.** The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
- E.** The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
- F.** The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
- G.** The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.
- H.** The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

REV: 2019

ARTICLE 4 - ADMINISTRATIVE PROVISIONS

Section 1. Laws, Regulations

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

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 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 provisions of this Article prohibiting strikes or other concerted activity by employees shall not apply.

Section 2. Legislative Action

- A.** Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the date of signing this Agreement or the date otherwise specified in this Agreement.
- B.** Upon the signing of 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 change in statute that may be required to accomplish that purpose. Should the Legislative Assembly or Emergency Board fail to enact or adopt matters submitted to them under this Section, then the Employer and Union shall meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement.

Section 3. 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/or the Agency, its goods, property 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 Employer to the Union that certain bargaining unit members 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 Department of Administrative Services, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity.

Section 4. Complete Agreement

This labor Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained pursuant to ORS 243 et seq. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue.

Section 5. Term of the Agreement and Successor Negotiations

- A.** Unless otherwise noted in a specific article in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2023. The Union shall send a letter informing the Department of Administrative Services Labor Relations and the affected Agency of the specific ratification date of the tentative agreement. If the Union does not send the letter identifying the date of the ratification vote, the Employer will use the effective date of the agreement as being the first of the month following the date of signature.

- B.** Either party may open negotiations for a successor agreement by giving written notice to the other party between the dates of December 1, 2022 and December 31, 2022. Negotiations for a successor agreement will start between February 15, 2023 and March 15, 2023.
- C.** The Agency will allow paid time for up to three (3) identified employees to attend collective bargaining sessions as members of the Union's negotiating team for a combined total of no more than one hundred and fifty (150) hours of worktime. No overtime, per diem, or any other compensation shall accrue or be paid.

Section 6. Agency Personnel Policies

The Agency shall provide a copy of its written personnel policies to the Union and to all employees. When a change of a policy occurs, a copy will be sent to the Union and to all affected employees.

Rev: 2015, 2017, 2019, 2023

ARTICLE 5 - PERSONNEL RECORDS

Section 1.

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

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

Section 2.

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

Section 3.

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

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

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

Section 4.

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, the employee shall be entitled to prepare in writing an explanation or opinion regarding the prepared material.

This shall be attached to the disputed material included as part of the personnel record until the material is removed.

Section 5.

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

Section 6.

At the employee's request, record of disciplinary actions shall be removed two (2) years after the effective date of the action provided no incident of a similar nature has been documented in the intervening time. The employee will be sent the requested document within five (5) work days from the receipt of request. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 7. Supervisory/Managerial Working Files.

- A. An employee's supervisor/manager may maintain a Working (non human resource information system) File kept in accordance with Agency practice.
- B. Within five (5) business days from the date of an employee request, an employee will be able to inspect their supervisor's Working Files in the presence of their supervisor. Employees will not remove any material from the File. If the File cannot be made available because of the supervisor's absence, extensions of up to ten (10) business days will be granted.
- C. Upon request, the employee shall be given a copy of documents in the Working File.
- D. An employee may submit a written statement to be attached to any document in the File and such statement will remain attached as part of the Working File so long as the document remains in the File.
- E. Documents of an adverse nature will be removed from the File no later than eighteen (18) months from the date of the document so long as no reoccurrence of a similar nature has taken place in the intervening period. An employee may request early removal of any adverse document in the File. Such document(s) shall be removed upon mutual agreement between the supervisor and employee.
- F. Any information in a Working File that is past the retention schedule shall not be used in a disciplinary action so long as no reoccurrence of a similar nature has taken place in the intervening period.

Section 8.

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

REV: 2019, 2021

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

- A. The principles of progressive discipline shall be used except when the nature of the problem requires more serious discipline. Depending on the seriousness of the problem, progressive discipline can include the following steps: written reprimand, suspension, demotion, reduction in pay or discharge. No regular status employee shall be disciplined or discharged without just cause.
- B. An employee who receives a written reprimand, reduction in pay, demotion, or suspension without pay shall receive written notice of the discipline and of the specific charges supporting the discipline. A copy of this notice shall also be sent to the Union.
- C. Where discharge may be contemplated, 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 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 a Union Representative present. At the discretion of the Agency Director, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the predissmissal notice.

Section 2.

Upon request, an employee shall have the right to Union representation during an investigatory interview that the employee reasonably believes may result in disciplinary action. The Union Stewards will be granted mutually agreed time off during regularly scheduled work hours to represent an employee in investigatory interviews and to investigate the disciplinary action before the filing of a written grievance. The Union Stewards may use Agency time and shall receive their regular rate of pay for duty time spent on these activities. However, only one Union Steward will be in pay status for any one issue. The Employer is not responsible for any compensation of employees or Union Stewards for time spent outside their regularly scheduled hours of employment while engaged in these activities. The Employer is not responsible for any travel or expenses incurred by an employee or Union Steward for investigatory interviews or to investigate the disciplinary action taken prior to filing a grievance.

Section 3.

Employees shall not be disciplined for Professional Differences of Opinion except as specified in [Article 29](#).

Section 4.

The Agency will not formally discipline an employee in a manner which would embarrass or humiliate the employee in front of others. Disciplinary actions shall be kept confidential to the maximum extent possible.

Section 5. Appeal Rights

Disciplinary actions consisting of written reprimands, reductions in pay, suspensions without pay or demotions may be appealed only by filing a grievance at Step 2 as provided in [Article 7](#). The grievance must be delivered to the Agency Head or designee within fifteen (15) calendar days from the date of the notice or the effective date of the action, whichever is earlier. Any further appeal of such action shall follow the Grievance Procedure outlined in [Article 7](#) of this Agreement.

Discharge of a regular status employee may only be appealed by the Union directly to Step 3 of the Grievance Procedure. The employee or Union may appeal the discharge by filing a grievance with the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days from the effective date of the discharge.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. Definition and Intent

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

It is the intent of the Agency and the Union to resolve employee grievances by informal methods if possible. However, such informal methods do not supersede the timeline requirement outlined in this Article. If the Union or an employee desires a formal resolution of any grievance (except complaints of unlawful discrimination), such grievance shall be processed as provided under Section 3 of this Article.

Section 2. Filing a Grievance

- A. Grievances may be filed in any of the following categories:
 - 1. Filed by employee without involvement of the union
 - 2. Filed by employee with assistance of the Union
(All notices must be sent to employee with copies to Union)
 - 3. Filed by Union on behalf of a specific employee
(All notices must be sent to Union with copies to employee)
 - 4. Filed by the Union as a general matter not related to a specific employee
- B. A grievance must be labeled as a grievance and include all of the following:
 - 1. Specific provision or provisions of the Agreement alleged to be violated
 - 2. Relevant facts showing the violation
 - 3. Date of the violation, or date that the grievant became aware of the violation
 - 4. Date that the grievance is being filed
 - 5. Remedy Requested
 - 6. Signature of the grievant or union (or both where applicable)

- C. Grievances will be filed using the official form whenever possible to ensure complete and adequate information. However, a grievance that meets the other requirements of this article will not be invalid solely for not using the form.
- D. The preferred method for filing a grievance is to present hard-copies to the appropriate management person as defended in Steps 1, 2 or 3 and to the Human Resource Office. The person receiving the grievance will sign and date all copies of the grievance to acknowledge receipt. Such signature does not indicate anything regarding the merits of the grievance. Alternatively a grievance may be filed by email sent from an agency account or from a union staff account. Grievances may not be sent from personal email accounts because the identity of the sender could not be verified. The recipient of a grievance by email shall immediately reply via email to acknowledge receipt, stating the date received and that acknowledgement does not indicate agreement with the merits of the grievance. The grievance shall be deemed to be filed on the date of the reply e-mail message.

Section 3. Grievance Steps

Timelines noted in the following Steps apply to all grievances except for written reprimands, reductions in pay, demotions, suspensions without pay and discharges for which the timelines established in [Article 6 – Discipline and Discharge](#), shall apply.

STEP 1.

The first step of a grievance is filed in writing with the employee's immediate excluded supervisor, or the Human Resources office for general grievances, within thirty (30) calendar days of the date that the Union or employee knew or should have known of the alleged violation. Once a grievance has been filed, it may not be expanded but may be modified for the purpose of clarity at STEP 1 only. The supervisor shall respond in writing to the grievant within fifteen (15) calendar days from the date the grievance is received by the supervisor, with a copy to the Union.

STEP 2.

If the grievance remains unresolved at STEP 1, it may be appealed by the grievant to the Agency Director within fifteen (15) calendar days after the response required by STEP 1 was due or received. The Director or their designee shall respond in writing to the grievant with a copy to the Union within fifteen (15) calendar days after receipt of the grievance.

STEP 3. Department of Administrative Services Review.

If the grievance remains unresolved at STEP 2, the Union may file the grievance in writing with the Department of Administrative Services, Labor Relations Unit (DAS-LRU), within fifteen (15) calendar days following date the response at STEP 2 was due or received. In a discharge grievance, the Union must file the grievance with the DAS-LRU within fifteen (15) days of the effective date of the discharge. DAS-LRU shall respond within fifteen (15) calendar days following receipt of the grievance. For purposes of this article, an appeal in writing can be delivered by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address LRU@das.oregon.gov.

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

If at any step of the grievance procedure, the grievant or Union fails to meet the specified time limits, the grievance will be considered withdrawn and it cannot be resubmitted.

STEP 4. Submission to Arbitration.

If the grievance is unresolved following DAS-LRU review, the Union may submit in writing the grievance to arbitration. To be valid, a request for arbitration must be made within thirty (30) calendar days after the STEP 3 response was due or received, whichever occurs first.

In discharge grievances, the Union may request a settlement meeting involving the DAS-LRU and the Agency Head, or designee, to discuss settlement within fifteen (15) calendar days of the date the STEP 3 response was due or received, whichever occurs first. This settlement meeting does not preclude any other attempts by the parties to settle the matter before the arbitration hearing date.

Section 4. 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@das.oregon.gov as the Employer contact email, and will request a list of the names of five (5) Oregon or Washington arbitrators from the Employment Relations Board. 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 serve as the arbitrator.

Section 5. 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, change, or modify 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 6. 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 7. Mediation

Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either the Department of Administrative Services, Labor Relations Unit 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 8. Union Representation and Compensation

Employees are entitled to representation by a Union Representative at any step in this Article. The Union Steward will be granted mutually agreed time off during regularly scheduled work hours to process the grievance. The Union Stewards may use Agency time and shall receive their regular rate of pay for duty time spent on these activities. However only one Union Steward will be in pay status for any one grievance. The Employer is not responsible for any compensation of employees or Union Stewards for time spent outside their regularly scheduled hours of employment while engaged in these activities. The Employer is not responsible for any travel or expenses incurred by a grievant or Union Steward in the processing of grievances.

Section 9.

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.

Section 10. Extensions

Time limits may be extended by written agreement of the parties.

Section 11.

Failure of the aggrieved party to comply with the time limits outlined above shall constitute abandonment of the grievance and it cannot be resubmitted.

Section 12. 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 8 - FILLING OF VACANCIES

Section 1.

The Agency desires to fill vacancies with the best qualified applicants available. Within that context, the Agency intends to insure that protected classes are given an opportunity to compete for all openings within the bargaining unit. The Agency recognizes the quality of existing employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

The Agency will determine whether a vacancy is to be filled and the method/means to fill that vacancy.

Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit.

Section 3.

Employees will be notified by E-mail of all Agency vacancies to be filled and will be encouraged to apply.

ARTICLE 9 - TRIAL SERVICE

Section 1. Trial Service Period

A trial service period is an extension of the selection process during which the employee must demonstrate their ability and willingness to perform their duties satisfactorily and demonstrate acceptable work habits and dependability. Employees initially appointed to state service, promoted, or transfer from another state agency shall serve a trial service period of six (6) months.

Former agency employees who have previously obtained regular status at this Agency and who return within two (2) years of leaving, either by transfer from another agency or by reemployment

shall serve a trial service period of three (3) months provided the classification they return to is the same or lower than their classification at the time they left this Agency.

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.

When, in the judgment of the Appointing Authority, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, the Appointing Authority may at any time appoint the employee to regular status.

Section 2. Removal From Trial Service

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.

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 under this Agreement.

If such employee was previously a regular status employee in a bargaining unit position in the Agency immediately prior to their present appointment, they shall be reinstated to their former classification unless they is discharged as provided in [Article 6](#) of this Agreement.

Employees reinstated to their former classification will not serve a trial service period.

Section 3. Trial Service Extensions

An employee's trial service period may be extended in instances where an employee has a leave of absence. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

Trial service periods may be extended with written request and agreement of the Union.

Section 4. Outside Agency Promotional Trial Service

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

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

REV: 2017

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

The provisions of this Agreement shall apply equally to all members in the bargaining unit without regard to age, race, color, religion, sex, sexual preference, 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 Article shall be submitted to the Agency Director or their designee. A meeting with the complainant will be held within seven (7) working days of the receipt of the complaint. A full investigation will be conducted by the Agency, even if the alleged perpetrator of discrimination has terminated employment. Findings of fact and/or action to be taken will be reduced to writing and given to the complainant and the alleged perpetrator within thirty (30) calendar days from receipt of the complaint. 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.

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 within fifteen (15) days of the Agency's response. 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 within thirty (30) days.

ARTICLE 11 - QUARTERLY CHECK-INS

The Agency and the Union recognize the need for continuing open communication in all phases of an employment relationship. Informal communication should be ongoing. The performance appraisal process shall support and facilitate the communication process.

Section 1. Quarterly Check

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. No notes shall be made about an employee outside of those notes accessible by the employee.

Section 2.

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

Section 3.

The Agency will strive to ensure consistency, fairness and equity in the quarterly check-in process.

REV: 2021

ARTICLE 12 - HOURS OF WORK/OVERTIME

Section 1. Hours of Work

A. Workweek

The 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.

B. Work Schedules

A regular work schedule is five (5) consecutive, eight (8)-hour days. The regular workweek shall be Monday through Friday. An irregular work schedule is four (4) consecutive, ten (10)-hour days. Alternative work schedules are anything other than five (5) consecutive, eight (8)-hour days or four (4) consecutive, ten (10)-hour days which have regular, fixed weekly schedules. Flexible work schedules may vary either the number of hours worked or the starting and stopping times on a daily basis, but not necessarily each day.

When the employee is required to travel or attend meetings/training which is outside of their normal work schedule, this time (excluding normal commuting time) shall be considered time worked. The employer may temporarily modify the employee's normal work schedule to a "flexible work schedule" for that week without daily overtime or schedule change penalty. Where such schedule modification still results in the need for additional work hours, Section 2 of this Article shall apply.

The Agency will seek to accommodate alternative, irregular, and flexible work schedules subject to the operational needs of the Agency.

- C.** Employees will be granted a rest period of fifteen (15) minutes during each consecutive work period, or major part thereof, of four (4) hours worked. Rest periods will be as near the midpoint of each four (4)-hour segment as possible in accordance with operating requirements.
- D.** Employees working at least six (6) hours in a day will be granted a nonduty meal break as near the middle of the workday as possible. This meal period will not be less than one-half (1/2) hour. Employees working less than a six (6) hour workday may be granted a meal period as determined by the Agency.
- E.** Employees assigned by their supervisor to take a meal period at their desk or office will have their meal period considered on-duty time.
- F.** An employee desiring a change in work schedule must request such change in writing to their supervisor.

Section 2. Overtime

- A.** 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.
- B.** Time worked for the purpose of this Agreement is all hours actually worked including any paid leave.
- C.** The Agency shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization, in writing, by the Director or their designee. Prior authorization shall be granted on a case-by-case basis.

Section 3. FLSA-Non Exempt Overtime Compensation

- A.** FLSA non-exempt employees shall be compensated at Agency discretion 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 or eight (8) hours per day for employees on a regular work schedule, or ten (10) hours per day for employees on an irregular schedule (four (4) ten (10)-hour shifts). Employees working an alternative or flexible work schedule will have overtime calculated based on a forty (40)-hour workweek, not an eight (8)-hour day. No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2).
- B.** The Agency shall determine whether an employee receives pay for overtime or accrues compensatory time. An employee may accrue up to a maximum of eighty (80) hours of compensatory time.
- C.** Subject to the operating requirements of the Agency, employees shall have their choice of scheduling compensatory time off on a first come, first served basis. Ties shall be resolved by agreement of affected employees or by length of service of employees if they cannot agree. Compensatory time may be taken in increments of less than eight (8) hours.
- D.** The Agency may allow accrual in excess of the eighty (80) hour maximum noted in B above if requested by the employee and approved by the employees manager and the Human Resource Manager. Unless the employee has requested otherwise, the Agency will pay any excess hours in cash or, within thirty (30) days of accrual schedule mutually agreeable time off for the employee. In such cases the time must be utilized within one hundred twenty (120) days of accrual. Accrued compensatory time not taken by June 30, including that earned in June, may be paid in cash up to eighty (80) hours at the request of the employee or Agency as mutually agreed as if it had been earned during June. Such payments shall be made in the August payroll period.
- E.** When an employee terminates employment with the Agency, the Agency will pay all unused compensatory leave with the employee's final paycheck.

Section 4. FLSA-Exempt Overtime Compensation.

- A. Employees occupying positions which have been determined by the Agency to be executive, administrative or professional as defined by the Fair Labor Standards Act shall receive time off for authorized time worked in excess of forty (40) hours in a workweek.
- B. The rate of compensation shall be one (1) hour off for one (1) hour of overtime worked. Time off shall be used within the fiscal year earned; any balance in excess of twenty (20) hours shall be lost. The scheduling of time off shall be consistent with provisions for requesting accrued leave time or Agency practice whichever is applicable.
- C. Time off shall be scheduled in accordance with standard procedures used for scheduling vacation leave and are subject to the provisions of [Article 15 – Vacation Leave](#).
- D. Nothing in this Article modifies, amends or eliminates any specific language in any agreement or Agency practice to modify an employee’s work schedule during the same workweek in which authorized overtime is worked.

REV: 2017, 2019

ARTICLE 13 - LAYOFF AND RECALL

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 including furloughs. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.
- 2. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.

Section 2.

The Agency values stability in the workforce and the talents and contributions of its employees. Therefore, the Agency will make a good faith effort to implement other workforce adjustment measures before implementing layoff. If the Agency decides a workforce adjustment or layoff will be necessary, the Agency will develop a plan for specific procedures consistent with the provisions of this Article, including specific procedures on how layoff will be conducted when multiple positions within the same classification are to be vacated. Agency will submit the plan to Union at least five (5) calendar days before notifying individual employees.

Section 3. Definition of Layoff

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

Section 4. 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 in writing at least fifteen (15) calendar days before the effective date of layoff. The Agency shall give written notice to every affected employee of their service credits and their options under this Article. The Agency shall give the Union a list of the service credits of all represented employees. The Agency will post an electronic copy of this list which must be accessible to all employees. Service credits determine bumping ability.
- B. Temporary employees working in a classification in which a layoff occurs will be terminated prior to the layoff of any represented employee.
- C. An initial trial service employee cannot displace any regular status employee, but may bump other initial trial service employees with fewer service credits.
- D. An employee receiving written notice of a pending layoff has five (5) calendar days in which to select one (1) of the following options, and give the Agency written notice of their selection.
 1. Displacement within Current Classification. The employee may displace the employee in the Agency with the lowest service credits in their present classification for which they is qualified.
 2. Displacement within Same Salary Range. If qualified, the employee may displace the lowest service credit employee in a classification with the same salary range. To be qualified, the bumping employee must meet the minimum qualifications for the classification into which he or she is bumping.
 3. Demotion. The employee may demote to the lowest service credit position in any classification for which they is qualified. An employee who elects to demote will be placed on the Agency list for recall from layoff in the classification from which they demoted.
 4. Layoff. The employee may elect to be laid off either by personal choice or because there are no other options available. An employee who elects to be laid off shall be placed on the Agency layoff list for the classification from which they was laid off.
- E. To be qualified for the options under Section 2D 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) days. The thirty (30) day 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. If the employee meets the minimum qualifications but is considered 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 less seniority than the employee displacing or demoting and the employee is capable of performing the specific requirements of the position.

- F. When the Agency gives notice of layoff, all employees working out of class within the affected classes will revert to their regular positions and duties.
- G. Employees displaced by the effects of bumping may exercise their rights under this Article, in turn.
- H. For the purposes of this Article, employees working in a job share position shall be treated as one full-time employee with service credits equal to the prorated time they are working in the position.
- I. Geographic Options: Under options 3D 1,2 and 3 above, employees may displace the least senior employee in either their geographic location or Agency-wide provided the employee meets the minimum and special qualifications for the position. Geographic Location is defined as the city in which the employee's official workstation is located.

Section 5. Seniority Computation.

Within the bargaining unit, employees shall be laid off and service credits calculated within the following separate categories: Permanent full-time positions; and Permanent part-time positions.

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

- A. One (1) credit for each full month of unbroken, regular status and trial service employment with the State of Oregon. A break in service is defined as a separation or interruption of paid employment that lasts more than two (2) years. Part-time employees earn service credits on a prorated basis. Leave without pay over ninety (90) days will be deducted from service credits. When the Agency announces a layoff, service credit totals will be frozen through the conclusion of the layoff process.
- B. In the event of a tie in total layoff credits, the Agency shall determine the employee(s) to be laid off, considering requirements of the available position(s), value of the employee(s) to the mission of the Agency, demonstrated performance, work in progress, and other relevant factors.
- C. The Agency may protect up to two (2) employees from layoff for up to ninety (90) days if losing such individuals would demonstrably work a hardship on the operation of the Agency.

Section 6. Cross Bumping

Cross bumping may not occur between the management service and the bargaining unit.

Section 7. Agency Layoff List

The names of regular status permanent employees who choose demotion or who are laid off will be placed on an Agency layoff list and will be eligible for recall to any classification at or below the classification from which they were laid off or demoted in lieu of layoff, and for which they meet the minimum qualifications. Names will be in service credit order by classification. Names will remain on this list for two (2) years, unless the employee is recalled to service sooner.

Section 8. Recall from Agency Layoff List

Employees will be recalled in order of service credits. Recalled employees must be qualified to perform the duties of the position for which they have been recalled within thirty (30) days.

An employee may refuse a position, but their name will then be removed from the agency layoff list for that classification. Employees who accept a position will be removed from the agency layoff list for that classification and geographic area.

Employees on the agency layoff list will be offered temporary positions, if such positions become necessary within the Agency prior to hiring outside the Agency provided the employee on the agency layoff list is qualified to perform the temporary duties. An employee may refuse a temporary assignment and remain on the agency layoff list.

Section 9. Secondary Recall Rights

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

B. Definitions.

1. Geographic areas, for the purpose of secondary recall, are each location for which an employee may indicate their willingness to relocate on the State's PD100.
2. Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.
3. Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.

C. Coordination with Filling of Vacancy and Layoff Articles.

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

D. Procedures.

1. Placement on the Secondary Recall List.

- (a) Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in their personnel file) by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on

the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in their personnel file, that employee may request and shall be placed on the Secondary Recall List for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.

- (b) Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.

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 Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section C above, until such secondary list is exhausted.
- (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 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 the Secondary Recall List.

- (a) A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have their name removed from the Secondary Recall List; however, an Agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.

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

Rev: 2015, 2017

ARTICLE 14 - HOLIDAYS

Section 1. Recognized Holidays

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 everyday 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.

Section 2. Holiday Compensation

All employees shall be compensated eight (8) hours for each holiday listed in Section 1 pursuant to (A) and (B) below, provided the employee has worked at least thirty-two (32) hours in the month.

- A.** Full-time employees working a fixed regular, irregular, or alternative work schedule as defined in [Article 12](#), Section 1(B), shall receive eight (8) hours of holiday pay, provided they are in pay status at least one-half (1/2) of their regularly scheduled workdays immediately before and after the holiday. Full-time employees working a flexible schedule shall receive eight (8) hours of holiday pay, provided they are in pay status for at least four (4) hours of their scheduled workdays immediately before and after the holiday.
- B.** Part-time or hourly employees will receive a prorated share of the eight (8) hours of holiday pay based on the number of hours actually worked as compared to the total number of possible work hours in the month. To be eligible for this pay, such employees must be in pay status at least one-half (1/2) of their regularly scheduled workdays immediately before and after the holiday, and such scheduled workdays must occur within the last seven (7) calendar days before and after the holiday.
- C.** Recognized holidays which occur during paid vacation or paid sick leave will be charged as a holiday rather than vacation or sick leave.

Prorated Holiday Compensation Calculation:

The holiday shall not count as part of the total possible work hours in the month or pay period or the total possible work hours in the month or pay period or the total hours worked. Holiday Compensation shall be calculated as follows: total hours worked, times holiday hours in the month, divided by total possible work hours in month or pay period. Total hours worked shall include sick leave, vacation leave, personal leave, the leave taken under [Article 12](#), Section 2, Subsections (c) and (d), the leave in Section 4 of this Article, and unscheduled straight time worked during the month, but shall exclude any overtime hours worked.

Section 3. Work Schedules During Holiday Week

Employees working an alternative, flexible, or irregular work schedule shall revert to a five (5) day, eight (8) hour work schedule for the week in which a holiday occurs, or by mutual agreement between the employee and supervisor the employee may choose one of the following options to maintain their regular number of work hours:

Employees whose normal shift is more hours than they would receive in holiday compensation, will have the option to:

- 1) Utilize appropriate leave (e.g. personal business, vacation, comp time, unpaid leave) to cover the remainder of their scheduled hours for the holiday, or
- 2) Flex their work schedule to maintain their regular number of hours for the workweek.

Employees whose normal shift is fewer hours than they would receive in holiday compensation will have the option to:

- 1) Accrue compensatory time at the straight-time rate, or

- 2) Flex their work schedule to maintain their regular number of hours for the workweek.

Section 4. Work on a Holiday

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. An employee will receive compensatory time off for holiday time worked unless the employee makes advance written request for cash.

Section 5. Additional Holiday Leave (also known as “Governor’s Leave”)

In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees shall receive a prorated share of eight (8) hours of paid leave. 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.

Rev: 2015, 2021

ARTICLE 15 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees

Upon completion of initial trial service, full-time classified employees will be credited with forty-eight (48) hours of vacation leave. Thereafter vacation leave shall accumulate as follows:

After six (6) months through fifth (5th) year	Twelve (12) workdays for each twelve (12) months of service (eight (8) hours per month)
After fifth (5th) year through tenth (10th) year	Fifteen (15) workdays for each twelve (12) months of service (ten (10) hours per month)
After tenth (10th) year through fifteenth (15th) year	Eighteen (18) workdays for each twelve (12) months of service (twelve (12) hours per month)
After fifteenth (15th) year through twentieth (20th) year	Twenty-one (21) workdays for each twelve (12) months of service (fourteen (14) hours per month)
After twentieth (20th) year through twenty-fifth (25 th) year	Twenty-four (24) workdays for each twelve (12) months of service (sixteen (16) hours per month)
After twenty-fifth (25 th) year	Twenty-seven (27) workdays for each twelve (12) months of service (eighteen (18) hours per month)

Part-time employees and full-time employees working less than a month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. 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. Determination of Eligibility for Vacation Accrual

Time spent working in the State service, serving in the Peace Corps, on active military duty, or job-incurred disability leave will be considered time in the State service for determining length of service for vacation credits.

Section 3. Determination for Accrual of Vacation Leave

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

Section 4. Vacation Leave Payout

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

Section 5. 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 requesting vacation leaves must make an advanced written request to their supervisor. In situations where prior written authorization is impractical and the leave is less than two (2) days the employee may make a verbal request to their supervisor. Employees shall be able to request forecasted accrued vacation leave. Such leave may only be taken if the accrued vacation leave is accrued by the date the leave is to be used.

Supervisory approval must be received prior to the employee taking leave.
Vacation leave may be taken in increments smaller than eight (8) hours.

Section 6. Vacation Accrual

Vacation hours may accumulate to a maximum of three hundred fifty (350) hours; however, in the event of layoff, resignation, retirement or termination any unused vacation up to three hundred (300) hours will be paid to the employee. When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than three hundred (300) hours of accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the three hundred (300) hours. An appointing authority may authorize cash payment of forty (40) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

Section 7.

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

Section 8.

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

Section 9.

If the Agency cancels an approved vacation within one hundred-twenty (120) days of the approved vacation and the employee loses unrecoverable deposits as a result of the cancellation, the Agency shall reimburse the employee for their loss. The Agency may require documentation of the unrecoverable deposits.

Section 10. Vacation Cashout.

In addition to Article 15, Section 6 of the Agreement, employees may cash out up to forty (40) hours of accrued vacation hours each State fiscal year under the following conditions:

- A. Employees must have regular status at the time of the request;
- B. Employees shall receive payment within thirty (30) days from the date of their cash out request made through the human resources information system.
- C. After cash out, employees must have in their leave balance at least sixty (60) hours of accrued vacation leave hours;
- D. Payment shall be the employee's straight time rate of pay;
- E. Employees on unprotected leave without pay at the time the payment is requested are not eligible to cash out accrued vacation hours.

Rev: 2017, 2019, 2021

ARTICLE 16 - SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits

Full-time 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. Use 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, attendance at an employee assistance program, exposure to contagious disease, attendance upon members of the employee's or the employee's spouse's immediate family or the equivalent of each for domestic partners (parents, wife, husband, children, foster children, brother, sister, grandmother, grandfather, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another

member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The Employee has the duty to 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 five (5) days, or if the Agency has reason to believe 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. Worker's Compensation Payments

Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave. 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 stances, prorated charges will be made against accrued vacation and/or compensatory time

Section 8. Sick Leave Without Pay

Job-incurred Injury/Illness: After earned sick leave has been exhausted, 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 and/or practitioner 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.

Non-Job Incurred Injury/Illness: After earned sick leave has been exhausted, the Agency may grant sick leave without pay 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 disability. 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 such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

Section 9. Transfer of Sick Leave

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 10. Donated Leave

A regular status employee may request and be eligible to receive donated leave under either of the following circumstances:

1. To recover from or seek treatment for a serious health condition that is expected to continue for at least fifteen (15) consecutive calendar days after an employee has used all accumulated leave; and for which the employee's primary care physician has certified in writing the total absence is expected to last at least thirty (30) consecutive calendar days or;
2. To care for or seek treatment for a family member with a serious health condition which is expected to continue for at least fifteen (15) consecutive calendar days following the employee's exhaustion of accumulated leave and the total absence is expected to last at least thirty (30) consecutive calendar days based on the family member's primary care physician medical certification. (See Section 4 for definition of "family member").
 - i. Donated leave may be taken on an intermittent basis for the same condition only after an employee has met the initial eligibility criteria listed in circumstances 1 or 2 above.
 - ii. Transfer of accumulated vacation leave, compensatory time, or both and utilization of such leave will be subject to the following:
 - A.** Employees on Workers' Compensation may not participate as either donors or recipients.
 - B.** Leave donated shall be posted to the Donee's sick leave account only as needed. If leave donated exceeds the total amount of leave needed, the excess leave remains in the donor's accrued leave balance.
 - C.** All donations must be made in whole hour increments. All hours of leave donated will be converted to the hourly rate of the donor and then applied to the Donee's account at their hourly rate.
 - D.** To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to their appointing authority/designee. The appointing authority or designee from both the donor's and recipient's agencies may authorize the transfer of donated leave between agencies, subject to restrictions on the use of dedicated funding sources and/or other legitimate business reasons.

Rev: 2015

ARTICLE 17 - OTHER LEAVES

Section 1. Leaves With Pay

A. Personal Leave.

All employees after completion of initial trial service shall be entitled to receive personal leave days in the following manner:

1. All full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year;
2. Part-time, seasonal and job share employees shall be granted such leave in a prorated amount of twenty-four (24) hours based on the same percentage or fraction of month they are hired to work, or is subsequently formally modified, provided it is anticipated that they will work 1,040 hours during the fiscal year.

Should any employee fail to work 1,040 hours for the 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 used by an employee for any purpose they desires and may be taken at times mutually agreeable to the Agency and the employee.

B. 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.

C. 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 if 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.

D. Test and Interview Leave

Unless such leave shall hinder the efficiency of the employee's work unit, an employee may request and have approved test and/or interview leave as defined below.

An employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Agency. Additionally, up to two (2) hours with pay shall be allowed for an interview for a position with another State agency, or a position within the Agency.

E. Bereavement Leave

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

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

F. Pre-Retirement Counseling Leave

1. 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.
2. Authorization for the use of pre-retirement shall not be withheld unless the Agency determines that the use of such leave shall hinder the efficiency of the employee's work unit.
3. 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.
4. 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.

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 is 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 is 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 proceeding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA-exempt employee to testify in a court or at a deposition except for full workweek increments where such testimony causes an absence of one (1) or more full workweeks.

C. Employee Leave

In instances where the Agency will not be hindered by the temporary absence of an employee, the employee may be granted a leave of absence without pay, or educational leave without pay, for up to one (1) year, subject to Agency approval.

D. Unauthorized Absence

Unauthorized leave 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.

E. Family Medical Leave and Parental Leave

The Agency agrees to abide by all federal and State statutes dealing with these leaves of absence.

Rev: 2015, 2017, 2019, 2021

ARTICLE 18 - SALARY ADMINISTRATION

Section 1. Step Salary Increase (Commonly known as Step Increases)

Step salary increases shall be granted upon recommendation of the employee's immediate supervisor and approval of the appointing authority.

Employees granted step salary increases upon:

- 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.

Section 2. Withholding of Step Salary Increase

The immediate supervisor shall give written notice to an employee of withholding of a step salary increase at least thirty (30) days prior to the eligibility date, including a statement of the reason(s) it is being withheld.

Section 3. Salary on Demotion

When an employee demotes into a job classification with a lower salary range, the salary shall be determined as follows:

- A. If the employee's salary prior to demotion corresponds to a pay rate in the new classification, the employee will be maintained at the step equal to their former salary rate.
- B. If the employee's former salary rate was higher than any rate in the new salary range, the employee shall enter the new classification at the top of the new range. Employees demoting in lieu of layoff will maintain their predemotion rate of pay through the life of this Agreement.
- C. If the employee's former salary rate was lower than lowest salary rate in the new classification, the employee will enter the new classification at the lowest step in their new salary range.

Section 4. Salary on Promotion

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

Section 5. Salary on Lateral Transfer

An employee's salary and Benefit Service Date shall remain the same when transferring from one position to another which has the same salary range.

Section 6. Salary on Reinstatement

An agency employee who is being reinstated to their previous classification after the completion of their limited duration assignment within the agency will be placed at the salary rate in their original classification that they would have reached had they not accepted the limited duration assignment.

Section 7. 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 8. Rate of Pay on Appointment from Layoff List

An employee called back from a return from layoff list to a position in the same class in which the person was previously employed will be paid at the same salary step they received at the time of layoff.

Section 9. Pay Advances

Pay advances will be given upon request, but in no instances will an employee be given more than three (3) pay advances in any one (1) calendar year (January 1 through December 31). The amount of the advance shall not exceed sixty percent (60%) of the 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 15th of the month.

Rev: 2015

ARTICLE 19 - INSURANCE

Section 1.

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

Section 2.

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

Section 3. Plan Years 2021 through 2023.

For Plan Years 2021, 2022 and 2023 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the

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

Section 4.

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

(See LOAs: [PMAC](#), [Part Time Medical Insurance Computation and Subsidy](#))

Rev: 2015, 2017,2019, 2021

ARTICLE 20 – LABOR/MANAGEMENT COMMITTEE

Section 1.

In order to facilitate communication between the parties and to promote cooperative employer-employee relations, the Employer and AFSCME agree to form a joint Labor/Management Committee which shall meet as necessary to discuss matters of mutual concern.

Section 2.

The Committee shall be composed of three (3) members appointed by the Union and three (3) members appointed by the Director of the Agency. A quorum will be two (2) members from each side. Normally, no more than two (2) members from Labor and Management will be present at a meeting unless the parties agreed to have all three (3). Representatives from the Department of Administrative Services, Labor Relations Unit, the Union, or other individuals may be invited, who may provide information or act as advisors.

Section 3.

The Labor/Management Committee shall meet as necessary.

Labor/Management Committee agendas shall be prepared in advance. Items for inclusion on an agenda shall be provided to all members at least five (5) working days in advance of the scheduled meeting. The parties shall attempt to compile a mutually agreeable agenda which will include notice of invited guests. However, if this is not possible, each party may propose up to three (3) items for inclusion on the agenda, one (1) of which is subject to veto by the other party. Vetoed items may be discussed by the Committee and if the Committee agrees, be restored to a future agenda.

Labor/Management meetings shall be conducted in good faith. The parties shall alternate responsibility for chairing the meetings; the chair shall be responsible for preparation and distribution of meeting minutes and agendas. Decision making shall be by consensus.

Section 4.

The Labor/Management Committee is empowered to make joint recommendations on issues that are brought before it. Such recommendations approved by the Committee shall be presented to the Director for response and/or action. The Director's response shall be in writing and shall be submitted to the Committee and all concerned parties. The Committee is also empowered to resolve questions concerning contract administration where there is no active grievance.

The Labor/Management Committee is not empowered to contravene any provision of the Agreement, enter into any letter of agreement, negotiate, or resolve an active grievance concerning the interpretation or application of any provision of this Agreement.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the time frames of the Grievance Procedure Article of this Contract.

Section 5.

At the conclusion of each calendar year, the parties shall discuss the Labor/Management Committee concept and shall determine whether to continue, modify or terminate it.

Labor/Management training offered by the Employer shall be provided to no more than three (3) Department of Land Conservation and Development Union Representatives at no cost.

Section 6.

In recognition of the Agency's ongoing need to maintain the skill and knowledge level of its employees, and AFSCME's commitment to the promotion of careers in public service, the Agency and Union agree that the Labor/Management Committee will address educational issues and shall be responsible for activities aimed at promoting the common goals of the parties in the area of staff development and education.

ARTICLE 21 - WAGES

Section 1. PERS Pickup

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

Section 2. Cost of Living Adjustment

- A. Effective December 1, 2021 or on the first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by two and five tenths percent (2.5%) but not less than eighty-five dollars (\$85.00) per month (prorated for part time employees).
- B. Effective December 1, 2022 or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by three and one tenth percent (3.1%) but not less than one hundred dollars (\$100.00) per month (prorated for part time employees).

Section 3. Selective Salary Adjustment

<u>Class #</u>	<u>Classification Title</u>	<u>From</u>	<u>To</u>
0102	Office Assistant 2	9	10

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, 2021 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.

Rev: 2015, 2017, 2019, 2021

ARTICLE 22 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENTS

Section 1. Travel and Mileage Allowance

Reimbursements and procedures will be in accordance with Oregon Accounting Manual, 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.

Section 3. Moving Expenses

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

ARTICLE 23 - POSITION DESCRIPTIONS/CLASSIFICATIONS/WORK OUT OF CLASS

Section 1.

Position descriptions shall be in writing and will delineate the specific duties assigned to the position. A dated copy of the position description shall be given to the employee upon assumption of the position and at such time as the position description is amended.

An employee's position description will be subject to annual review by the employee and the employee's immediate supervisor.

Nothing contained herein shall compromise the right or responsibility of the Agency to assign work consistent with class specifications.

Section 2. Work Out of Classification

When the Agency gives an employee a written change in assignment, and the change in assignment involves the major distinguishing duties of a higher classification and lasts for five (5) or more consecutive work days, that employee shall be paid at what would be the next higher salary step or the first step of the higher salary range, whichever is greater.

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

Section 3. Underfill

Any employee who is underfilling a position shall be informed in writing, with a copy to the Union, that they is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the position's allocated level. Upon meeting the requirements for the allocated level of the position, the employee will be reclassified.

Section 4. Developmental Assignments

An employee performing duties out of class for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the assignment for the first six (6) months. For assignments that exceed six (6) months, the employee shall be paid pursuant to Section 2 of this Article, provided that, at the end of that six (6) months, the employee meets the minimum qualification for the classification. Assignments may be for any period mutually agreed to. A copy of the developmental assignment agreement shall be placed in the employee's file and a copy shall be sent to the Union.

The Agency shall provide timely notice of all training or development assignment opportunities to all Agency employees and all qualified Agency employees who apply for such opportunities shall be considered for the assignments.

Section 5. Reclassification Procedure

- A.** An employee may request review of their classification by written request to the Human Resources Officer.
- B.** The Agency shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of the reclassification request, the Agency shall notify the Union and employee in writing of its findings, including concurrence by the Director. The findings shall include whether or not the requested reclassification is justified. If the Agency finds that a reclassification is justified, the Agency will either seek approval from DAS to reclassify the position or remove the duties which justify the reclassification request. If the Agency finds that a reclassification is justified, the employee shall receive pay for work-out-of-class in accordance with Section 2 of this Article. The work-out-of-class pay shall be effective on the date that the employee submits the reclassification request to the Agency and end on the date that the reclassification becomes effective or the Agency removes the duties that justify the reclassification.
- C.** If the Agency does not respond within thirty (30) days, or the response does not resolve the matter, the Union may, within fifteen (15) calendar days from the date of the Agency response (or the date the response was due), appeal the decision to DAS at STEP 3 pursuant to Section 3 of [Article 7 - Grievance Procedure](#).
- D.** If the issue remains unresolved at STEP 3, the Union may submit in writing the grievance to arbitration (STEP 4). To be valid, a request for arbitration must be in writing and received by the Department of administrative Services, Labor Relations Unit within fifteen (15) calendar days after the STEP 3 response was due or received. The appeal must state the reason(s) why the Union believes the decision was arbitrary. The arbitrator shall allow the decision of the Agency to stand unless they finds the decision was arbitrary.

If the arbitrator finds the Agency's decision was arbitrary, the arbitrator's authority shall extend only to stating if the employee's current classification is inappropriate. If the

arbitrator finds the employee's current classification is inappropriate, they shall refer the issue to the Agency for reconsideration. The Agency shall either remove the higher level duties or reclassify the position. The arbitrator shall have no power to substitute their discretion for the Agency's discretion on classification matters.

This Section shall supersede [Section 5 of Article 7 - Grievance Procedure](#) on the delineation of the arbitrator's authority on matters spoken to in this Article.

Section 6. Upward Reclassifications

When a position is reclassified upward, a regular status incumbent shall be continued in the position. Rate of pay upon reclassification shall be the first step of the new salary range that constitutes a base pay increase of at least two and one-half percent (2.5%). The effective date of the new pay range shall be the date the Agency received the employee's reclassification request. A reclassified employee will retain their former salary eligibility date.

Section 7. Lateral Or Downward Reclassification

When a position is reclassified into a classification with an equal or lower salary range, the pay rate of the incumbent will not be reduced. If the new salary range includes a step equal to the pay rate of the incumbent, then the employee will move into the new salary range at the same rate of pay earned in the original classification. If the new salary range does not include a step equal to the pay rate of the incumbent, the employee will be paid "off-step" in the new range until their next scheduled pay increase at which time they will move "on-step" to the next higher step in the new range that is an increase of at least two and one-half percent (2.5%). If an employee's former rate of pay was higher than the top step of the range of the new classification, the employee's wage level will be frozen until such time as the salary rate in the new classification overtakes the employee's wage in their former classification. The Agency will give thirty (30) days notice of the downward reclassification of a bargaining unit position.

Section 8. Denied Reclassification/Involuntary Reclassification Appeal Process

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

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

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

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

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

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall 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 concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

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

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

This Section supersedes any provisions contained in the Agencies grievance procedure.

ARTICLE 24 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS

Section 1. Overpayments

- A.** In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
1. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
 2. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 3. If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in sub 4 below.
 4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump-sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- B.** An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
- C.** The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments

- A.** In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was

entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct such underpayment made within a maximum period of two (2) years before the notification.

- B.** This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for such things as leadwork, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

ARTICLE 25 - 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 (1) 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 determines 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 concludes 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 26 – 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 27 - LEADWORK DIFFERENTIAL

Section 1.

Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor in writing, "leadwork" duties for ten (10) consecutive calendar days or longer provided the leadwork or team leader 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 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 of standards; and provide informal assessment of workers' performance to the supervisor.

Section 2.

The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.

Section 3.

Leadwork differential shall not be computed at the rate of time and one-half (1-1/2) for the time worked in an overtime or holiday work situation, or to effect a "pyramiding" of work-out-of-classification payments. However, leadwork differential shall be included in calculation of the overtime rate of pay.

Section 4.

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

Section 5.

If an employee believes that they is performing the duties that meet the criteria in Section 1, leadworker, but the duties have not been formally assigned in writing, the employee may notify the Human Resources Officer in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the Human Resources Officer of the issue.

If the Agency determines that the leadwork duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15)-day review period with no penalty.

If the Agency concludes that the duties are not leadwork, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Human Resources Officer.

ARTICLE 28 - CONTRACTING OUT

Section 1.

The Union recognizes that the Employer has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. However, when the contracting out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting out the work in question.

The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. The Employer shall provide the Union with no less than thirty (30) days notice that it intends to request bids or proposals to contract out bargaining unit work where the decision would result in displacement

of bargaining unit members. During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall have the opportunity to submit an alternate proposal. The notification by the Employer to the Union of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to, the total cost savings the Employer anticipates.

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

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

Section 2.

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

Section 3.

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

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

Section 4.

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

- A.** Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to [Article 13](#), 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 8 - Filling of Vacancies](#), this Article shall prevail.

- C. An employee may exercise all applicable rights under [Article 13 - Layoff and Recall](#).

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 this contract.

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

Section 6. Review of Contracted Work

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

(See LOA: [Feasibility Study](#))

ARTICLE 29 - PROFESSIONAL DIFFERENCES OF OPINION

Section 1.

The Agency will encourage staff to express professional opinions and will encourage an open and free exchange of ideas and opinions. No retaliation or discrimination shall occur against an employee for expressing a differing professional opinion.

Section 2.

Unless otherwise noted in this Agreement, employees shall carry out the lawful directions of the superiors. In the event the employee believes directions received do not comply with law, rule, policy, procedure or generally efficient operations, the employee may raise the issue with the supervisor, for discussion.

Section 3.

In the event a professional difference of opinion still exists after the discussion required in Section 1, the employee may notify the Director of such difference, in writing, with a copy to the

employee's personnel file. If the Director chooses to respond, such response shall also be copied to the employee's personnel file.

Section 4.

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

Section 5.

Disciplinary actions regarding a professional opinion expressed by an employee may be taken only if:

- A. The opinion was expressed outside of the Agency.
- B. The opinion is inconsistent with the Agency position.
- C. The employee had knowledge, or by reasonable diligence should have had knowledge of the Agency's position.
- D. The opinion was expressed within the scope of their employment.

ARTICLE 30 - TEMPORARY INTERRUPTION OF EMPLOYMENT

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.

ARTICLE 31 – 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 hazardous conditions, including active shooter or threat of violence. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as mass notification systems, pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work. For purposes of this Article essential are those staff who cannot perform their core job duties or essential Agency functions from a remote work location. Essential staff/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two weeks advance notice to the affected employee(s). Essential staff who are required to

report to work by the Employer/Agency shall be on approved leave without pay status if absent, unless the employee shows up within two (2) hours of their scheduled shift, subject to operating requirements and supervisory approval, they may make up the work time missed during the same workweek, provided work is available.

- B. Where the Employer/Agency has announced a delayed opening pursuant to Section 1A, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may flex their time with manager's approval, or cover the time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.
- C. When the Department of Administrative Services/Agency chooses to close an office or facility before the start of an employee's work day the employee may, with their manager's approval:
 - 1. Work from home, or
 - 2. Work from an alternate work location that is no more than fifty (50) miles from their regular work location, which has been identified by mutual agreement between the employee and the supervisor.

Section 2. FLSA Non Exempt Employees Only.

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

- 1. use accrued vacation hours, compensatory time off, personal leave time, leave without pay; or
- 2. use inclement weather/hazardous conditions leave not to exceed forty (40) hours a biennium, or,
- 3. The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change. The employee may be approved to flex their time to engage in training through the electronic employee training platform or other Agency approved resources remotely. Such approval will not be unreasonably denied. Employees engaging in these options will waive their shift differential for such time; or,
- 4. Complete supervisory approved remote training course.

Once the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more Agency closures during the biennium, if unable to work remotely, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.

Section 3. FLSA Exempt Employees.

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift FLSA exempt employee shall be paid for the work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one (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 unable to complete their assigned duties due to a loss of electricity or loss of the internet providers services due to inclement conditions will pursue alternative methods for completing their assigned duties. However, employees unable to work through an alternative method will be eligible for inclement conditions leave not to exceed the forty (40) hours a biennium.

Section 7. Late or Unable to Report

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

Section 8. Employees on Pre-scheduled Leave

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

Section 9. Make-up Time Provisions

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

Section 10.

Employees who are unable to report to work due to inclement weather and/or weather-related or hazardous conditions including active shooter or threat of violence may be allowed to work from home by making a timely request to their supervisor, indicating the work they plan to accomplish and receiving appropriate authorization from their supervisor.

The request will be considered timely if it is made when the employee foresees they cannot arrive at work by the start of their scheduled shift.

Section 11.

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

REV: 2017, 2021

ARTICLE 32 – LIMITED DURATION APPOINTMENTS

Section 1. Limited Duration Appointment Notification

A person accepting a Limited Duration (LD) appointment shall be notified and shall acknowledge in writing that they accept the conditions of the appointment, which shall include the following:

- A.** The appointment is of limited duration with a *not-to-exceed* specified end date. The agency may end the appointment at any time as provided in Section 2.
- B.** The employee's rights are governed by this [Article 32](#), which shall be attached to the written notice.

Section 2. Ending an Appointment Early

If the limited duration position ends before the specified end date the Agency shall provide to the employee and the Union a written explanation why the position is no longer needed.

Section 3. Permanent DLCD Employee Appointed to a Limited Duration Assignment

An Agency employee appointed from a permanent position in classified State service immediately prior to the LD appointment shall be reinstated to their former permanent classification in the Agency when the LD appointment is terminated. The reinstatement right shall be on the same basis as the former permanent position, for example, if the employee was a part-time or job share, the reinstatement is on a part-time or job share basis. If the employee is appointed to a subsequent LD appointment(s) in the Agency without a break in employment prior to reinstatement to their former permanent classification, the employee shall retain their right to reinstatement. Salary upon reinstatement to a permanent classification will be governed by [Article 18, Section 6](#). If a position is not available for reinstatement, then the employee is entitled to layoff rights. Reinstatement rights provided herein shall not apply if charges are filed and they is discharged as provided in [Article 6 - Discipline and Discharge](#).

Section 4. Rights and Privileges

Until the appointment ends, the LD appointee has all rights and privileges of other classified employees including but not limited to wages, benefits and Union representation under the DLCD Collective Bargaining Agreement, except that an LD appointee has no layoff rights other than provided in Section 3.

ARTICLE 33 – PRE-TAX MASS TRANSIT OPTION

Subject to mutual agreement between SEIU OPEU Local 503 and the State of Oregon and subject to feasibility and approval by the Public Employers Benefit Board:

Effective no earlier than Plan Year 2015, the Employer will make available to all employees the ability to purchase mass transit passes or pay vanpool fares with a pre-tax deduction in accordance with Section 132 of the Internal Revenue Code. The Employer will notify employees of this program during the health insurance open enrollment in 2014.

ARTICLE 35 – SAFETY AND HEALTH

Section 1. Respectful Workplace

1. The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).
2. If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled 'Maintaining a Professional Workplace' (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency's Human Resources Office.
3. The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this section.
4. The Agency shall investigate the complaint and shall provide a written response to the employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency may take additional time to complete the investigation in blocks of additional thirty (30) calendar days with notice to the Union. The response will include whether the complaint was substantiated and any relevant non confidential information pertaining to the remedial steps taken, if any. Repeated behavior or conduct shall be reported to the Agency Human Resource Office.
5. For purposes of this Section, the grievance procedure in Subsection 6 replaces the grievance procedure outlined in the local agreement.
6.
 - a. If the employee who filed the complaint believes that the Agency did not respond to the complaint or the complaint process was not followed, the Union, on behalf of the employee, may file a grievance directly with the Agency Head. The Agency

Head or designee shall respond to the grievance within thirty (30) calendar days from the date of receipt of the grievance.

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

NEW: 2017

ARTICLE 36 - 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 37 – 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 38 - BICYCLE COMMUTING PROGRAM

The Agency agrees to provide bicycle equipment and maintenance for all employees who agree to commute via bicycle at least one day per week.

Any equipment purchased by the Agency shall be maintained by the employee. Bicycle equipment will be chosen by the Joint Labor Management Committee, the cost of the bicycle equipment shall not exceed one hundred and twenty-five dollars (\$125) per person. Employees must sign an agreement pledging to commute via bicycle at least one day per week.

NEW: 2021

ARTICLE 39 - WORKING REMOTELY

Section 1.

Oregon state government encourages working remotely where it is a viable option that benefits both the employee and the agency. Use of remote work options promote the health and safety of Oregonians; ensures high-quality work and optimal use of resources for agencies; ensures cultural, equity and accessibility issues are addressed in a meaningful way; and supports flexibility and work-life balance for employees. It also offers the opportunity to be more flexible in interactions with the Oregonians we serve and decreases an agency's impact on the environment. Remote work arrangements are subject to the State Policy 50.050.01 (Working Remotely) and the terms and conditions of this collective bargaining agreement.

Section 2.

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

Section 3. Remote Work Requests.

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

Section 4. Remote Work Denials or Rescissions.

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

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

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

Section 6.

A. Any alleged violations of this article may be appealed directly to the DAS Labor Relations Unit within thirty (30) days of the alleged violation. Such appeals are not arbitrable.

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

Section 7. Equipment.

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

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

Section 8. Remote Work Supplies.

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

Section 9. Remote Worksite.

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

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

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

Section 10. Work Location, Mileage and Travel Time.

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

Section 11. Expectations and Goals.

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

Section 12. Training.

Appropriate training will be provided for participating managers and employees.

Section 13. Other Provisions.

These provisions are applicable to all Sections listed above.

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

NEW: 2021

ARTICLE 40 – 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 31—Inclement Weather/Hazardous Conditions](#) apply for elevated AQI which falls under a Hazardous Condition.

NEW: 2021

LETTER OF AGREEMENT – ARTICLE 19 - PEBB MEMBER ADVISORY COMMITTEE

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

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

Therefore, the Parties agree to the following:

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

This Agreement will sunset on June 30, 2023.

LETTER OF AGREEMENT - ARTICLE 19 – PART TIME MEDICAL INSURANCE COMPUTATION AND SUBSIDY

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

For Plan Years 2021, 2022 and 2023 the Employer will pay ninety five percent (95%) and the employee will pay five percent (5%) of the monthly premium as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety nine percent (99%) of the monthly premium of PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For employees who have at least eighty (80) paid regular hours in the month, the Employer will pay a monthly benefit insurance premium amount of the plan selected by the employee calculated per [Article 19, Section 2](#) (Insurance) as follows:

Part Time Employees Insurance:

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

In addition, there shall be a subsidy based on the employee's coverage tier for Plan Years 2021, 2022 and 2023. The part times subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

LETTER OF AGREEMENT – UNION USE OF STATE E-MAIL

This Agreement is made and entered into by the State of Oregon (Employer) acting by and through the Department of Administrative Services on behalf of the Department of Land Conservation and Development (Agency) and the American Federation of State, County and Municipal Employees Local 3581 Council 75 (Union).

The parties agree to the following conditions regarding access to and use of the Agency's e-mail system for internal Union business:

1. Union Officers and Stewards only are authorized to post short e-mail message notices to Agency Union members.
2. E-mail messages shall be limited to the following content:
 - A. Meeting announcements of time, date, location, and general content or agenda of Union meetings or functions;
 - B. Announcements of the results of Internal Union officer elections and Union appointments; or
 - C. Other specific one-time requests regarding Union business upon request to the Agency, if Agency management approves the request.
3. The use of e-mail for Union business shall consist of one-way communication between the Union and members. There shall be no e-mail use for interactive communication. Each e-mail message sent shall include the statement: "DO NOT RESPOND TO THIS MESSAGE; this is a non-interactive message." This statement shall be prominently displayed at the beginning of the message.
4. E-mail shall not be used to lobby, solicit, recruit, persuade or advocate 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 collective bargaining agreement.
5. E-mail shall not contain false, offensive, unlawful or derogatory statements regarding any person, organization or group of persons. E-mail statements shall not contain profanity, vulgarity, sexual content, character slurs, threats, or threats of violence. E-mail content shall not include any rude or hostile references regarding the race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health, or disability of any person.
6. The use of e-mail for Union business is not private, privileged, or confidential; the news media and others may be able to obtain copies of e-mails either sent or received on Agency computers. The Agency reserves the right to trace, review, audit, access, intercept, recover or monitor Union use of the Agency's e-mail system without notice.
7. Union use of Agency e-mail shall not adversely affect the use of the Agency's computer system for Agency business. The Agency has no obligation to purchase software so that Union officers and stewards have access to e-mail, or that Union members have access to e-mail.

8. The Agency shall not incur any costs for Union e-mail usage, including printing of e-mail messages. The Agency is not obligated to provide access to e-mail where none is currently available.
9. Use of e-mail for internal Union business shall be done on the Union Officer or Steward's own time and not on Agency time. Employees shall read Union business e-mails on their own time and not on Agency time.
10. Nothing in the letter of agreement may be construed to abridge any rights of the Agency to control its e-mail system, its uses, or its information. Use of the e-mail system is subject to compliance with the Agency's policies and DAS policy on Acceptable Use of State Electronic Information Systems.
11. The Union shall hold the Employer harmless against any lawsuits, claims, complaints or other legal or administrative actions taken against the Union or its agents regarding any communications or the effect of any communications as a result of use of e-mail for Union business.
12. This Letter of Agreement shall no longer be in effect if the Agency changes its e-mail system or discontinues use of its e-mail system, and the Agency shall not be obligated to the Union or to employees to provide access to an e-mail system.

This Letter of Agreement shall take effect on July 1, 2007, or ratification of the collective bargaining agreement, whichever occurs later, and shall expire on June 30, 2015.

LETTER OF AGREEMENT - COMMUTING ALTERNATIVES

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Land Conservation and Development (Agency) and AFSCME Council 75, Local 3772 (Union).

The purpose of this Agreement is to establish a work group to identify and evaluate different programs that encourage employees to use alternate methods of commuting to work.

The Parties agree to the following:

1. The group will:
 - a. Review and evaluate current and past State programs encouraging employees to use alternate commuting methods;
 - b. Review and evaluate other public employer programs that incent their employees to use alternate commuting methods;
 - c. Identify advantages and disadvantages of different programs that incent employees to use alternative commuting methods.
2. The Employer and Union shall appoint up to two (2) representatives to serve as members. Union appointed employees shall serve on Agency time, up to sixteen (16) total hours, if the meeting time is during their regularly scheduled work hours. Committee members shall be allowed to attend meetings via video conference whenever possible.
3. Union appointed employees shall not be eligible for overtime, lodging, meals or mileage for serving on the group. The Agency shall not be liable for any penalty or premium payments for adjusting an employee's work schedule so the employee can attend the meeting.
4. Appointed employees shall notify their immediate supervisor at least five (5) work days before any meeting regarding their absence from work to attend the meeting.

This LOA becomes effective upon ratification of this Agreement and sunsets July 31, 2021.

LETTER OF AGREEMENT – CHERRIOTS GROUP PASS PROGRAM

The Agency agrees to provide Cherriots, officially the Salem Area Mass Transit District, passes through the Group Pass Program.

To carry out the program, the Parties agree that:

1. The Cherriots Group Pass is an experimental program.
2. The Agency will provide a pass to all eligible employees that will allow them to ride at no fare cost to the employee. Eligible employees are those employees whose official worksite is within the Cherriots Mass Transit District.
3. The Agency may terminate this Agreement within thirty (30) days notice to the Union. When such notice is provided the program will automatically terminate and there will be no duty for the Agency to bargain the impact.

This Letter of Agreement becomes effective upon ratification of this Agreement, and sunsets June 30, 2023.

LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS

1. Notice

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

2. New Employee Orientation

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

LETTER OF AGREEMENT – STATE WORKER TRAINING FUND

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

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

In order to accomplish these goals, the Parties will:

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

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

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

Timeline:

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

- How trustees are appointed and removed
- Terms of a trustee’s appointment
- Quorum requirements
- Meeting requirements
- Powers/ability to call a special meeting of the board

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

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

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

LETTER OF AGREEMENT – CONTRACT SPECIALIST

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

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

The Parties agree to the following:

Selection and Appointment of Contract Specialists:

- A. The appointment of a full time Contract Specialist shall be authorized only from Agencies that currently have fifty (50) or more bargaining unit FTE positions.
- B. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- C. The Union may have no more than one (1) Contract Specialist for every two thousand (2,000) FTE bargaining unit positions from Agencies that are within the jurisdiction of the AFSMCE Central Table and Department of Corrections.
- D. The duration of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- E. The Parties shall establish an agreement which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment.
- F. Employees selected as Contract Specialist must maintain all necessary certifications, licensures and training requirements of their Agency position with costs and reimbursements if applicable governed under the Agreement.
- G. While the State is the Employer of record, the Union has the sole control, oversight and direction of employees appointed as Contract Specialists. Therefore, the Union shall indemnify and save the Employer harmless from any and all costs, should any arise, associated with actions taken by the Contract Specialist on behalf of the Union.
- H. In the event the Employer/Agency determines a Contract Specialist is potentially violating law or not complying with Employer/Agency policies or the local Agency Collective Bargaining Agreement, the Agency shall immediately notify the Union. The Agency shall investigate the matter and take action as necessary consistent with the local Agency Collective Bargaining Agreement including disciplinary action. Before any Agency action is taken, the Union may remove the employee from the assigned worksites.

Pay and Benefits:

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

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

Travel and Reimbursements:

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

Duties:

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

Dispute Resolution:

Notwithstanding any agreements that include grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Letter of Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there no resolution, the moving party may request arbitration. The Parties shall use the arbitration procedure outlined in the agreement where the employee is employed.

Indemnification:

The Union shall indemnify and the Union and Contract Specialists hold the Employer and Agency harmless against any and all claims, damages, suits or other forms of liability which may arise

out of any action taken or not taken by the Employer/Agency for the purpose of complying with this Letter of Agreement on Contract Specialists.

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

Term of Agreement:

This Agreement becomes effective on the date of the last signature and ends on June 30, 2023 unless renewed by the Parties or the Parties agree to amend its provisions.

LETTER OF AGREEMENT – CONTRACT REVIEW WORKGROUP

This Agreement is between the State of Oregon, Acting through its Department of Administrative Services (Employer) on behalf of the Department of Land Conservation and Development (Agency) and AFSCME Council 75, Local 3772 (Union).

The purpose of this Agreement is to establish a work group to review formatting and minor grammatical errors in the Collective Bargaining Agreement (CBA). Grammar is defined by how words are put together to form proper sentences. Minor grammatical revisions should not change the meaning of the sentence.

The Parties agree to the following:

- A. A Union work group will:
 1. Meet after July 1, 2021.
 2. Make a list of all suggested formatting and minor grammatical errors to be corrected in the CBA. The list should include any rationale, where necessary.
 3. Submit a list of suggested revisions to the Employer by September 30, 2021.
- B. The Employer and Agency shall identify which suggested revisions it agrees with and which it does not and give those lists to the Union within thirty (30) days. The list should include any rationale, where necessary.
- C. Any revisions that the Employer does not agree to make may be put into a proposal by either Party to be discussed during the contract negotiations for the 2023-2025 CBA.
- D. The approved revisions will be incorporated into the final CBA.

LETTER OF AGREEMENT – WORKING REMOTELY

Section 1.

This Letter of Agreement addresses the minimum expectations for remote work at the request of an employee. Nothing in this Letter of Agreement precludes the Agency from requiring or permitting an employee to work remotely more than what is discussed below. The Agency and the Union agree the guiding basis for implementation of this Letter of Agreement is the Mission and Operational needs of the Agency.

Section 2.

After completion of initial trial service with the Agency, employees are presumptively eligible to work remotely subject to all of the following:

- A. Completion of a remote work agreement.
- B. Satisfactory performance.
- C. The employee's supervisor has determined all or a portion of an employee's duties can be successfully performed away from their primary duty station.
- D. Availability of remote work supplies such as laptops and cell phones.
- E. Ability to meet all network security protocols while working remotely.

Employees approved to work remotely must work a minimum of one (1) day per week in their assigned office location. Employees may be required to work more than one (1) day per week in their assigned office location based on the employees remote work agreement. The supervisor/manager may require additional work days in the office due to operational needs.

Based on operational needs, the supervisor may occasionally allow an employee to work remotely more than authorize in the remote work agreement on an ad hoc basis and/or prior to completion of trial service.

Section 3.

An employee may lose their remote work schedule if they are subject to discipline under Article 6 of this Agreement or formal corrective action including a work plan. If there are significant changes to the employee's assigned duties then the supervisor will conduct a review to determine if the duties are suitable for remote work.

Section 4.

When an employee is working remotely, the employee is expected to be as available for calls, emails, and other communication at the remote worksite as the employee would be if scheduled to work in the office. When in-person trainings or meetings are required on a day when the employee is scheduled to work remotely, there is no automatic right to switch remote-work days.

Section 5.

Remote work requests will not be denied arbitrarily or unreasonably. An employee who is denied permission to work remotely may appeal the decision per [Article 38 – Working Remotely](#). This Section does not apply to denials or rescissions resulting from discipline or being on a work plan.

This Agreement becomes effective on the start date for the local agreement and ends June 30, 2023 unless renewed by the Parties or the Parties agree to amend its provisions.

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

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

The Parties agree to the following:

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

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

LETTER OF AGREEMENT – NATURAL DISASTER LEAVE

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

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

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

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

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

LETTER OF AGREEMENT – PAYROLL COMPUTATION PROCEDURES

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

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

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

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

LETTER OF AGREEMENT – PANDEMIC RECOGNITION PAY

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

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

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

- 1) Frontline worker definition: A frontline worker is someone who has a job that puts the individual at higher risk for contracting COVID-19 because of:
 - Regular close contact with others outside of their household (less than six (6) feet); and
 - Routine (more than fifteen (15) minutes per person(s)) close contact with others outside of their household; and
 - They cannot perform their job duties from home or another setting that limits the close or routine contact with others outside of their household.

- 2) Payments will be made as follows:
 - a. Frontline workers who worked between four hundred and eighty (480) non-telecommuting hours to one thousand and thirty-nine (1,039) non-telecommuting hours will receive a one (1)-time payment of one thousand fifty dollars (\$1,050). Regular hours count towards the non-telecommuting hours.
 - b. Frontline workers who worked one thousand forty (1,040) non-telecommuting hours or more will receive a one-time payment of one thousand five hundred fifty dollars (\$1,550). Regular hours count towards the non-telecommuting hours.
 - c. In addition to qualifying for one (1) of the above two (2) payments, recognition will be provided to frontline workers who worked two hundred (200) or more overtime hours during this period with an additional one-time payment of five hundred seventy-five dollars (\$575).

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

LETTER OF AGREEMENT – STATE POLICY 50.050.01 WORKING REMOTELY UPDATES

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

The Parties acknowledge that nothing in this Agreement shall constitute a waiver of any Party's rights, claims or defenses with respect to mandatory subjects of bargaining and the impacts of changes to the state policy 50.050.01 Working Remotely policy.

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

LETTER OF AGREEMENT – CHILDCARE AND ELDERCARE EXPLORATORY COMMITTEE

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

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

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

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

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

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

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

LETTER OF AGREEMENT – PAY EQUITY ADJUSTMENTS

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 for Agency or Employer decisions concerning pay equity reviews.

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. 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 and CHRO 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 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) no later than fifteen (15) calendar days from receipt of the Agency's decision. The employee shall forward all written documents as part of the appeal. The employee shall identify the factors outlined in ORS 652.220(2) 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.
 - (b) 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.
 - (c) 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.
 - (d) 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 or more of the factors listed in ORS 652.220(2).
 - (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, 2022.
 - (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, 2021. 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 2022, 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, 2023.

APPENDIX A – COMPENSATION PLAN

CLASSIFICATION TITLE	SALARY RANGE
Accountant 1	23
Accountant 2	27
Accountant 3	30
Accounting Technician	19
Administrative Specialist 1	17
Administrative Specialist 2	20
Appraiser Analyst 3	28
Appraiser Analyst 4	31
Fiscal Analyst 2	27
Information Systems Specialist 1	17I
Information Systems Specialist 2	21I
Information Systems Specialist 3	24I
Information Systems Specialist 4	25I
Information Systems Specialist 5	28I
Information Systems Specialist 6	29I
Information Systems Specialist 7	31I
Information Systems Specialist 8	33I
Natural Resource Specialist 1	21
Natural Resource Specialist 2	24
Natural Resource Specialist 3	27
Natural Resource Specialist 4	30
Natural Resource Specialist 5	32
Office Assistant 2	10
Office Specialist 1	13C
Office Specialist 2	15C
Operations & Policy Analyst 1	23
Operations & Policy Analyst 2	27
Operations & Policy Analyst 3	30T
Payroll Analyst	21
Planner 1	23
Planner 2	27
Planner 3	30
Planner 4	32
Procurement & Contract Specialist 1	23
Procurement & Contract Specialist 2	27
Program Analyst 1	23
Program Analyst 2	27
Program Analyst 3	29
Program Analyst 4	31
Program Analyst 3	29
Program Analyst 4	31

APPENDIX B - SALARY SCHEDULES

AS OF JULY 1, 2021

Salary Range	Pay/Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
10	AP						2820	2931	3031	3157	3292
13	AP			2820	2931	3031	3157	3292	3432	3580	3749
13C	AP		2820	2931	3031	3157	3292	3432	3580	3749	3932
15C	AP	2876	2979	3093	3224	3363	3507	3664	3840	4026	4222
17	AP	3031	3157	3292	3432	3583	3749	3932	4121	4317	4516
17I	IP	3140	3272	3404	3554	3720	3895	4075	4263	4463	4672
18	AP	3157	3292	3432	3580	3749	3932	4121	4311	4516	4744
19	AP	3292	3432	3580	3749	3932	4121	4311	4516	4744	4971
20	AP	3432	3580	3749	3932	4121	4311	4516	4744	4971	5206
21	AP	3580	3749	3932	4121	4311	4516	4744	4971	5206	5459
21I	IP	3624	3795	3972	4155	4350	4556	4767	4992	5224	5466
23	AP	3932	4121	4311	4516	4744	4971	5206	5459	5721	6004
24	AP	4121	4311	4516	4744	4971	5206	5459	5721	6004	6301
24I	IP	4147	4344	4551	4760	4983	5219	5463	5720	5990	6274
25I	IP	4501	4711	4930	5164	5406	5660	5926	6205	6497	6803
27	AP	4744	4971	5206	5459	5721	6005	6301	6602	6929	7260
28	AP	4971	5206	5459	5721	6004	6301	6602	6929	7260	7620
28I	IP	5022	5262	5506	5768	6038	6321	6620	6932	7258	7600
29	AP	5206	5459	5721	6004	6301	6602	6929	7260	7620	7995
29I	IP	5374	5623	5890	6167	6459	6761	7079	7415	7761	8124
30	AP	5459	5721	6004	6301	6602	6929	7260	7620	7995	8391
30T	AP	5459	5721	6004	6301	6602	6929	7260	7620	7995	8391
31	AP	5721	6004	6301	6602	6929	7260	7620	7994	8391	8807
31I	IP	5949	6229	6523	6829	7151	7489	7840	8208	8591	8992
32	AP	6004	6301	6602	6929	7260	7620	7994	8391	8807	9219
33I	IP	6482	6786	7107	7443	7796	8160	8548	8956	9380	9825

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.

AS OF DECEMBER 1, 2021

Salary Range	Pay/Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
10	AP						2905	3016	3116	3242	3377
13	AP			2905	3016	3116	3242	3377	3518	3670	3843
13C	AP		2905	3016	3116	3242	3377	3518	3670	3843	4030
15C	AP	2961	3064	3178	3309	3448	3595	3756	3936	4127	4328
17	AP	3116	3242	3377	3518	3673	3843	4030	4224	4425	4629
17I	IP	3225	3357	3489	3643	3813	3992	4177	4370	4575	4789
18	AP	3242	3377	3518	3670	3843	4030	4224	4419	4629	4863
19	AP	3377	3518	3670	3843	4030	4224	4419	4629	4863	5095
20	AP	3518	3670	3843	4030	4224	4419	4629	4863	5095	5336
21	AP	3670	3843	4030	4224	4419	4629	4863	5095	5336	5595
21I	IP	3715	3890	4071	4259	4459	4670	4886	5117	5355	5603
23	AP	4030	4224	4419	4629	4863	5095	5336	5595	5864	6154
24	AP	4224	4419	4629	4863	5095	5336	5595	5864	6154	6459
24I	IP	4251	4453	4665	4879	5108	5349	5600	5863	6140	6431
25I	IP	4614	4829	5053	5293	5541	5802	6074	6360	6659	6973
27	AP	4863	5095	5336	5595	5864	6155	6459	6767	7102	7442
28	AP	5095	5336	5595	5864	6154	6459	6767	7102	7442	7811
28I	IP	5148	5394	5644	5912	6189	6479	6786	7105	7439	7790
29	AP	5336	5595	5864	6154	6459	6767	7102	7442	7811	8195
29I	IP	5508	5764	6037	6321	6620	6930	7256	7600	7955	8327
30	AP	5595	5864	6154	6459	6767	7102	7442	7811	8195	8601
30T	AP	5595	5864	6154	6459	6767	7102	7442	7811	8195	8601
31	AP	5864	6154	6459	6767	7102	7442	7811	8194	8601	9027
31I	IP	6098	6385	6686	7000	7330	7676	8036	8413	8806	9217
32	AP	6154	6459	6767	7102	7442	7811	8194	8601	9027	9449
33I	IP	6644	6956	7285	7629	7991	8364	8762	9180	9615	10071

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.

AS OF DECEMBER 1, 2022

Salary Range	Pay/Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
10	AP						3005	3116	3216	3343	3482
13	AP			3005	3116	3216	3343	3482	3627	3784	3962
13C	AP		3005	3116	3216	3343	3482	3627	3784	3962	4155
15C	AP	3061	3164	3278	3412	3555	3706	3872	4058	4255	4462
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
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
25I	IP	4757	4979	5210	5457	5713	5982	6262	6557	6865	7189
27	AP	5014	5253	5501	5768	6046	6346	6659	6977	7322	7673
28	AP	5253	5501	5768	6046	6345	6659	6977	7322	7673	8053
28I	IP	5308	5561	5819	6095	6381	6680	6996	7325	7670	8031
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
30T	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
32	AP	6345	6659	6977	7322	7673	8053	8448	8868	9307	9742
33I	IP	6850	7172	7511	7865	8239	8623	9034	9465	9913	10383

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.

SIGNATURE PAGE

Signed this 24th day of August, 2021 at Salem, Oregon.



**FOR THE
STATE OF
OREGON**

Katy Coba

Katy Coba, Director
Department of Administrative Services (DAS)

Madilyn Zike

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

Erin Haney

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

Kirstin Greene

Kirstin Greene, Deputy Director
Department of Land Conservation & Development

Taylor Sorgenfrie

Taylor Sorgenfrie, HR Manager
Department of Land Conservation & Development



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

Jade McCready

Jade McCready, Council Representative
AFSCME Council 75

Evan Marvel

Evan Marvel, Bargaining Team Member

Cody Meyer

Cody Meyer, Bargaining Team Member

Marian Lahav

Marian Lahav, 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>