



# COLLECTIVE BARGAINING AGREEMENT

*between*

## DAS

THE DEPARTMENT OF  
ADMINISTRATIVE SERVICES

*on behalf of the*

PHYSICIANS AT  
OREGON HEALTH AUTHORITY  
*and*

## AFSCME

LOCAL 3327 / COUNCIL 75,  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2021

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2023

## OHA PHYSICIANS

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## **PREAMBLE**

This Agreement is made and entered into by the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Health Authority and its component units: Pendleton Cottage and Oregon State Hospital (campuses) (Agency), and the American Federation of State, County, and Municipal Employees Local 3327, Council 75, hereinafter referred to as the "Union".

*REV: 2015*

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Union as the exclusive bargaining agent and representative for all Physicians employed by the State of Oregon, Oregon Health Authority, whose primary responsibility is clinical care of patients; excluding all contract Physicians, supervisory and confidential employees as defined by ORS 243.650(6) and (13), and all Resident Physicians.

Any dispute concerning the bargaining unit composition shall be resolved by the Employment Relations Board subject to possible judicial review.

*REV: 2015*

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

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

## **ARTICLE 3 - LEGISLATIVE ACTION**

### **Section 1.**

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

### **Section 2.**

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

## **ARTICLE 4 - UNION SECURITY**

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

Each Institution agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall provide all present and future employees in the bargaining unit with a copy of the Agreement. Up to thirty (30) minutes shall be granted for a representative of the Union to make a presentation at the orientation of new employees on behalf of the Union for purposes of identifying the Union's representation status, benefits, facilities, related information and distributing and collecting membership applications. This time shall not be used for discussion of any labor/management disputes. If the Union representative is an Agency

employee, the employee shall be given time off with pay for the time required to make the presentation if such time is during the employee's regularly scheduled work hours.

### Section 2. Union Representation.

The Union will notify each Institution's Human Resources (HR) Manager in writing of its representative of the Local, District Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO.

Upon proper introduction and notice, the representative shall have reasonable access to the premises of the Institution during all working hours to conduct Union business. These representatives shall observe the security regulations of the Institution. Such visits are not to interfere with the normal flow of work.

### Section 3.

Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by the employees during non-duty time. For the purpose of bargaining a successor agreement, Physicians named to the bargaining team shall be regarded as on paid status for hours spent in direct negotiations.

### Section 4. Union Stewards.

- a. The Union shall notify the Institution HR Manager of the selection of stewards and their alternates.
- b. Stewards may receive but not solicit grievances, and may discuss complaints and grievances of employees on the premises and time of the Institution, but only to such extent that it does not neglect, retard, or interfere with the work and duties of the stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances upon notice to their immediate supervisor. If the permitted activities would interfere with either the steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No more than one (1) steward shall be involved in the same grievance.
- c. At the Union's request and subject to the operating requirements of the Institution, stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time or leave of absence without pay to attend the Union's steward training session.

### Section 5. Bulletin Boards.

Each Institution agrees to furnish and maintain in each medical office a bulletin board in a convenient place to be used exclusively by the Union for the posting of official Union notices only. The Union shall keep the bulletin board neat and orderly. The Union agrees that it will not post material that is profane, obscene, or defamatory of the Agency or Employer or its representative or employees.

AFSCME representatives may use the Agency's e-mail messaging system to communicate about union business provided that all of the following conditions are met:

- a. Use shall not contain false, unlawful, offensive, or derogatory statements against any person, organization or group of persons. Statements shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. The content of the e-mail shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health, or disability.
- b. The parties understand that any and all communications are not confidential. As such, all communications shall be subject to the Department's Acceptable Use of Electronic Information Systems policy. The Agency reserves the right to trace, review, audit, access, intercept, recover, or monitor use of its e-mail system without notice.
- c. Use of the e-mail system will not adversely affect the use of or hinder the performance of an Agency's computer system for Agency business.
- d. E-mail usage shall comply with Agency policies applicable to all users such as protection or confidential information and security information.
- e. The Agency will not incur any additional costs for e-mail usage including printing.
- f. Use of the Agency's e-mail system shall be on employee's non-work time.
- g. Representatives and employees cannot use the "Reply All" function.
- h. The Association shall indemnify and save the employer 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 for the purpose of complying with this provision.

This provision no longer will apply if the Department changes or discontinues a computer system and thereby loses the ability to maintain the e-mail system. The Union shall provide the Department with a listing of designated Association officials authorized to access this system.

#### Section 6. Dues Deductions.

- a. The Employer agrees to deduct the monthly fees from the pay of those employees the Union has certified in writing to the Employer as having authorized in writing such deductions be made from their paychecks. This deduction shall begin on the first (1<sup>st</sup>) payroll period following the Union's written notice to the Employer that such authorization start and shall continue from month to month until notified by the Union, pursuant to the membership card.
- b. The Union agrees that it will indemnify, defend and save the Employer and Department/Agency harmless from all suits, actions, proceedings and claims against the Employer and the Department/Agency or person(s) acting on their behalf of the Employer and the Department/Agency whether the damage, compensation, reinstatement, or combination thereof arising out of the

Department/Agency implementation of this Article. This provision does not limit, waive, or in any way impact the State's liability to AFSCME if the State fails to withhold and remit lawful dues to AFSCME as obligated under the Agreement.

#### Section 7. Lists.

Each Institution shall furnish to the Union, monthly, a list of names, classifications and home addresses of new employees in the bargaining unit and a listing of changes of address of bargaining unit employees who have submitted such notice to the Office of Human Resources. Each Institution shall furnish the Union with a monthly listing of employees who have terminated from the bargaining unit during the previous month.

#### Section 8. Use of Facilities.

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

#### Section 9.

At the Union's request and subject to the operating requirements of the Institution, Union officers shall be granted personal leave, accrued vacation leave, accrued compensatory time or leave of absence without pay to attend Union conventions, training programs or official Union meetings.

#### Section 10. Regular Straight Time Off for Arbitration/ERB Testimony

- a. Subject to prior notification of the physician's immediate supervisor and if properly subpoenaed, the physician will be placed on regular straight time paid time off to testify at an arbitration or Employment Relations Board proceeding during their regularly scheduled work hours. The physician shall not be eligible for travel expenses or any on call payments as a result of this Section.
- b. A physician who is a grievant in a case at arbitration will be placed on regular straight time paid time off to testify at the arbitration during their regularly scheduled work hours. If a physician serves as a steward of record for the physician's grievance, then that physician will also be placed on regular straight time paid time off to attend the arbitration hearing provided such time is during the physician's regular scheduled work hours. Neither the physician nor the steward of record shall be eligible for travel expense or any on call payments as a result of this Section.

#### Section 11. AFSCME President Leave

- a. Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from their position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than their full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-

related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.

- b. Short Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit and the Agency's Human Resource Manager, up to four (4) Presidents/designees from AFSCME Council 75 Central Table participating Agencies shall be given release time from their position for a period of time up to three (3) months for the performance of Union duties related to the collective bargaining relationship. Only one (1) employee from a bargaining unit and a total of four (4) employees from all Central Table Participating bargaining units may be on such leave at any one (1) period in time. Such requests will be granted unless the affected Agency can demonstrate that the employee's absence would adversely impact the operating needs of the employee's work unit. If granted, such time may also be taken on an intermittent basis. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits.

#### Section 12. Names of Retirees.

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

#### Section 13. 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 14. 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 one hundred (100) or fewer bargaining unit members, no more than one (1) bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than one hundred (100) bargaining unit members, no more than two (2) bargaining unit members may be designated to attend AFSCME conventions under this provision.
- b. Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.
- c. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
- d. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
- e. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
- f. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
- g. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.
- h. The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

REV: 2015,2019

#### **ARTICLE 5 - MAINTENANCE OF STANDARDS**

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

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

The Employer agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform their assigned duties because equipment or facilities are not available

due to a strike, work stoppage, or slow down by any other employees, such inability to provide work shall not be deemed a lockout.

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

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

### **ARTICLE 7 - SAVINGS CLAUSE**

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

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

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

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

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

## **ARTICLE 9 - CONTRACTING OUT**

### **Section 1.**

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

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

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

### **Section 2.**

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

### **Section 3.**

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

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

### **Section 4.**

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

affected employees will notify the Agency of acceptance of the Agency's option or decision to exercise their rights under (c) below:

- a. Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to [Article 24](#), 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 24](#), Section 2, paragraph c, Filling of Vacancies, this Article shall prevail.
- c. An employee may exercise all applicable rights under [Article 24, Layoff](#).

#### Section 5.

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

- a. The Employer agrees that all AFSCME represented state agencies will conduct a feasibility study in instances of contracting out work performed by bargaining unit employees when contracting out will result in displacement of bargaining unit employees.
- b. The Parties agree that AFSCME-represented agencies will send directly to AFSCME's Executive Director and to DAS 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 OSH will provide a copy of the OHSU contract for physician services to the Union within sixty (60) days of initiation, amendment or renewal. The Union may submit suggestions to the OSH on physician service 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 and/or concerns at their labor/management meetings and determine the most effective and efficient way to

accomplish the work in the future. Decisions around reviewing of contracted work are not subject to the grievance procedure.

See LOA: [Feasibility Study](#)

REV: 2017

## **ARTICLE 10 - EQUAL OPPORTUNITY**

### **Section 1.**

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

### **Section 2.**

Any and all complaints alleging any form of unlawful discrimination may be submitted by an employee or the Union on the employee's behalf, directly to the HR Manager for the Office of Human Resources, Oregon Health Authority. If the complaint is not satisfactorily resolved within thirty (30) calendar days of its submission at this level, the employee shall, if they choose to proceed with the complaint, file the complaint with the Bureau of Labor and Industries or the Equal Employment Opportunity Commission (EEOC) for final resolution.

Discrimination complaints will not be subject to the grievance procedure contained in this Agreement.

REV: 2015

## **ARTICLE 11 - CLINICAL POLICY MATTERS**

Clinical staff physicians shall have responsibility and authority for policy in clinical matters in accordance with ORS 441.055. The parties agree issues involving physician caseload and other physician responsibilities as they relate to clinical care are appropriate subjects for the institution medical staff under this Article. Management, in conjunction with that Institution's medical staff, shall establish reasonable caseloads on a program by program basis.

The Parties agree that Physicians will be provided meaningful opportunity to discuss new and revised clinical policies, Medical Department protocols, and other clinical matters, prior to implementation. Clinical matters may include, but are not limited to:

- Medication and other treatment
- Documentation as it pertains to clinical work
- Coordinator with other types of providers
- Transfer, admissions and discharge of patients.

The Parties agree to establish a mechanism to consider ways to reduce paperwork. Additionally, each staff may consider ways to redistribute caseloads which allows for the utilization of existing position authority as a "floater" for relief purposes.

In the event that an individual physician's caseload exceeds the established reasonable caseload, the Chief of Medicine or Chief of Psychiatry shall, at the physician's request, meet with that physician to establish reasonable priorities and/or performance expectations.

Physicians have the responsibility and authority to use professional judgment to determine the safety of treating a combative patient and defer treatment until sufficient staff are available to safely treat the patient.

REV: 2015,2019

## **ARTICLE 12 - SALARIES**

### **Section 1. PERS PICKUP**

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

### **Section 2.**

- a. Any physician who works with psychiatric patients will be eligible to receive ten thousand dollars (\$10,000) per year. Physicians who have not been receiving the differential shall begin to receive this differential on the first of the month following the signing of the master Agreement.
- b. Board certified differential of seven and a half percent (7.5%) applies to the first Board certification held by a physician. For two (2) or more Board certification specialties the differential shall be ten percent (10%) of base salary, when the Hospital is utilizing the expertise of the physician in the second (2<sup>nd</sup>) area of certification.
- c. Board certification differential plus psychiatric differential pay will only be paid to board certified psychiatrists. The State will agree to pay Psychiatric duty differential to non-psychiatrists performing psychiatric duties.
- d. Physicians will receive a differential of two and one half percent (2.5%) for all hours worked when assigned direct clinical oversight of trainees.

### **Section 3. Bilingual Differential.**

A differential of five percent (5%) over the base rate will be paid to employees who are proficient and use bilingual skills in treating patients in a foreign language as well as interpreting and translating to and from English to another foreign language which includes sign language. Such skills must be a condition of employment as established by management; the interpretation and translation skills must be assigned and contained in an individual's position description. The decision to assign bilingual duties to an employee is at the sole discretion of management.

### **Section 4. Step Salary Increases.**

- a.. Employees shall be eligible for step salary increased on their date of hire following:
  - Completion of the initial twelve (12) months of service;
  - Completion of a trial service following promotion; and
  - Annual periods after (a) or (b) above until the employee has reached the top of the salary range.

Step salary increases shall be made upon recommendation by the employee's immediate supervisor and approval of the Appointing Authority or designee. The Agency shall give written notice to an employee of withholding of a step salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld. If a step salary increase is not granted on the eligibility date, the employee's eligibility date is retained no longer than eleven (11) months. If the increase is subsequently granted within eleven (11) months, it shall be effective immediately and shall not be retroactive.

- b. Retroactive annual salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements shall be authorized. The proposed effective date for retroactive salary increases must be the first day of the month no more than twelve (12) months prior to the time of submitting the correcting recommendation.
- c. Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized subject to approval of the Appointing Authority, in emergency cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include but are not limited to the following circumstances:
  - Death in family
  - Major car repair
  - Theft of funds
  - Automobile accident (loss of vehicle use)
  - Accident or sickness
  - Destruction or major damage to home
  - New employee lack of funds (maximum – one (1) draw)
  - Moving due to transfer or promotion
- d. Effect of Break in Service. When an employee separates from state service and subsequently returns to state service, except as a temporary employee, the employee's salary eligibility date shall be determined by the Agency as follows:
  - 1. Return from Recall List. The employee's previous salary eligibility date, adjusted by the amount of break in service, shall be restored;
  - 2. Return from Reemployment. The employee's previous salary eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established as the first of the month in any future month up to twelve (12) months from the date of reemployment.

#### Section 5. 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).

SALARY SCHEDULE 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
49	AP		15520	16294	17110	17966	18860	19801	20788	21824	22913

- 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).

SALARY SCHEDULE 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
49	AP		16001	16799	17640	18523	19445	20415	21432	22501	23623

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

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

Section 6. Salary Selectives

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.

REV: 2015, 2017, 2019, 2021

**ARTICLE 13 - WORK SCHEDULES**

Section 1. Flexible Schedules.

If a physician works beyond the regular schedule to provide necessary client care, the physician may flex their work hours to be off an equivalent time later in the month. The physician shall notify their supervisor of the flexed schedule on the first day following the extended work day.

They shall get the supervisor's approval prior to taking the equivalent hours off. When approval is denied, the parties will mutually agree on an alternative time to be taken within the month.

Section 2. Administrative Time.

Physicians may request to block up to eighteen (18) hours per month for vital, non-clinical work, including but not limited to; required training, committee attendance and related committee work. The request may be for one-time or recurring and must be submitted in writing to the Physician's supervisor. If the request is denied, the supervisor will provide the reason for the denial in writing.



### Section 3. Travel.

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

REV: 2017

## **ARTICLE 14 - PHYSICIAN ON DUTY/ON CALL**

### Section 1. On Call Eligibility

All Physicians who are employed or under contract at the OSH shall be eligible to participate in on call assignments.

### Section 2. On Call Conditions

- a. Except as noted in Section 5 of this Agreement, an on call assignment shall be considered a voluntary assignment by Physicians except where the OSH is unable to fill a particular assignment.
- b. The OSH shall designate the available on call appointments.
- c. No Psychiatrist can work more than eight (8) voluntary on call shifts in a calendar month without prior approval from the Chief of Psychiatry.
- d. An 'on call block" shall be modified and/or established based on agreement between parties.

### Section 3. On Call Scheduling Procedures.

- a. Physicians may volunteer to be on the Voluntary Emergency Availability List when they are willing to be called in case of an emergency, when a scheduled Physician cannot fulfill the on call assignment.
- b. The Mandatory Availability List shall be used to fill any shifts that remain vacant by the final day of the preceding month.
- c. Any dispute between OSH Physicians regarding the distribution of on call dates are not grievable.
- d. Any designated on call shifts for contracted physicians may be modified upon mutual agreement between the OSH Chief of Psychiatry or Chief of Medicine and the Local AFSCME President. These modifications shall be agreed upon before the start of any scheduling cycle.

### Section 4. Voluntary Emergency Availability List.

- a. If the on call Physician is not able to work their volunteer on call assignment, then they shall notify the Chief of Psychiatry, Chief of Medicine or the appropriate

designee. Volunteers shall be sought amongst eligible Physicians to fill the assignment before using the Voluntary Emergency Availability List.

- b. The Voluntary Emergency Availability List shall include all eligible Physicians. The OSH shall contact the Physician at the top of the Voluntary Emergency Availability List and work down the list until a volunteer is found.
- c. If a Physician volunteers for an on call assignment, then their name shall be moved to the bottom of the list.

Section 5. Mandatory Availability List.

Management will make a reasonable effort to expand the mandatory availability list to include all psychiatrists eligible for on-call assignment. If a volunteer to work a particular on call assignment is not found, the OSH shall assign a Physician to work the on call assignment using the first name on the Mandatory Availability List. When a Physician is required to work an on call assignment, their name shall be placed at the bottom of the list. Upon request, Physicians may be removed from the Mandatory Availability List for serious health conditions or other circumstances with the agreement of management.

Section 6. On Call Compensation.

Physicians assigned on call hours shall have the option of being compensated for the hours worked at either a percentage rate of base pay or compensatory time unless operational needs dictate otherwise. On call hours are coded on the date that the on call shift began.

On Call Percentage Rates

Salem (on-site)	Salem (on-site, holiday)	Junction City (on-site)	Junction City (on-site, holiday)	Off-Site	Off-Site (holiday)
150%	200%	100%	150%	33%	50%

Compensatory time for on call shall be granted under the following conditions:

- a. Time and a half (1 ½) for Salem on-site, Salem Holiday on-site and Junction City Holiday on-site.
- b. Straight time (1) for Junction City on-site.
- c. One third time (1/3) for all hours worked for off-site.
- d. One half time (1/2) for all hours worked for off-site holiday.
- e. Double time (2) for all hours worked Salem Holiday on-site.

Section 7. Post-Call Safety Break

When a physician's regular work day immediately follows an on call assignment that results in eighteen (18) hours or more of on-site coverage within a twenty-four (24) hour period, the physician shall receive a paid four (4) hour safety break before resuming regular duties.

REV: 2017, 2019, 2021

## ARTICLE 15 - BENEFITS

### 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 (2<sup>nd</sup>) year of a biennium and the difference in the projected increase in the PEBB composite rate for the following calendar year falls below three point four percent (3.4%), then the COLA will be moved up by one (1) full month for each month it is sufficiently funded by the savings.

### Section 5.

All sick leave with pay and vacation leave with pay benefits shall be as provided by Department of Administrative Services rule for Management Service Employees, copies of which will be provided by the Agency to each bargaining unit member.

Modification to the vacation leave accrual rate is as follows:

Months Worked	Accrual Rate Per Month
After 300th month	20 Hours per month

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

Employees may cash out up to forty (40) hours of accrued vacation hours each State fiscal year under the following conditions:

- a. Employee 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.

#### Section 6. Holiday Leave

The following compensable holidays shall be recognized:

- a. New Year's Day on January 1;
- b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- c. President's Day on the third Monday in February;
- d. Memorial Day on the last Monday in May;
- e. Juneteenth on June 19;
- f. Independence Day on July 4;
- g. Labor Day on the first Monday in September;
- h. Veterans Day on November 11;
- i. Thanksgiving Day on the fourth Thursday in November;
- j. The Friday after Thanksgiving;
- k. Christmas Day on December 25;
- l. Every day appointed by the Governor of the State of Oregon as a holiday and every day appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

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

#### Section 7.

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

#### Section 8. Hardship Leave.

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leave and compensatory time for use by eligible recipients as sick leave. The Agency will allow employees to make donations of accumulated compensatory time or vacation leave, not to exceed the hours necessary to cover for the qualifying absence, to a coworker as provided in paragraph C below. The transfer of accumulated Vacation Leave or compensatory time and the utilization of such leave shall be subject to the following and shall be strictly enforced with no exceptions:

- a. Employees on Workers' Compensation may not participate in this program either as donor or donees.
- b. Donations shall be credited at the recipient's current regular hour rate of pay.

- c. The donor(s) and donee must be regular employees within the Oregon Health Authority.
- d. Use of donated leave shall be consistent with the Permissible use of Sick Leave found in the Sick Leave with Pay policy.
- e. Applications for hardship leave shall be in writing and sent to the Personnel Office and accompanied by the treating physician/practitioner's written statement certifying: (1) the illness or injury will continue for at least fifteen (15) days following donee's projected exhausting of their accumulated leave (including, but not limited to, sick, vacation, personal, and compensatory leave accruals); and, (2) the total leave will be at least thirty (30) consecutive calendar days of absence in combination of paid and unpaid leave. Donated leave may be used intermittently for the same event after the employee has satisfied the eligibility requirements to receive donated leave.
- f. 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 recipients' agencies may authorize the transfer of donated leave between agencies, subject to restrictions on the use of dedicated funding sources and/or other legitimate business reasons.

#### Section 9. Bereavement Leave.

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

- aunt or uncle;
- niece or nephew;
- or the equivalent of each of the above for domestic partners, or another member of the immediate household.

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

#### Section 10.

The existing practice of allowing hour-for-hour compensation time where an employee is assigned by the Employer to travel on off duty hours shall continue.

#### Section 11. Liability in Civil Suits.

- The Employer agrees that any employee who has a tort claim or demand brought against him/her for causes resulting from acting in their official capacity, duties, or employment in good faith and without malice, shall be given legal defense for that claim or demand by the State of Oregon in accordance with applicable state statute. The Employer further agrees to provide written procedures which will outline the proper methods for requesting this legal defense.
- The State of Oregon shall indemnify the physicians of Oregon State Hospital for any tort judgment, arising out of an alleged act or omission arising from the performance of duty, except that indemnification will not be provided for judgments for torts resulting from intentional wrongdoing, malfeasance in office, or willful or wanton neglect of duty.

#### Section 12. Job Interview Leave.

Interview leave shall be allowed pursuant to the following:

- Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed agency paid time to interview for positions within their agency when such interview(s) occurs during their work hours. An Appointing Authority or designee shall determine the appropriate amount of time for the interview and whether the time taken for interviews is excessive. Such determination is not subject to the grievance procedure.
- Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to two (2) hours of agency paid time to interview for positions with another state agency when such interviews(s) occurs during their work hours. An Appointing Authority or designee shall determine whether the amount of time requested for the interview is appropriate and whether the time taken for interview is excessive. Such determination is not subject to the grievance procedure.

Interview leave time approved and taken to interview with another state agency that exceeds two (2) hours of agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flex time within the same workweek.

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

#### Section 13. Worker Compensation

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

1. The employee seeks medical care within forty-eight (48) hours of being injured.
2. The employee applies for and is approved for worker's compensation. The claim must be for a period less than fourteen (14) days.
3. The employee's attending physician certifies that the employee cannot work. Should the employee's claim be denied or if the SAIF claim is approved and the employee receives time loss payments for a period of time that lasts fourteen (14) or more days then the Agency shall recoup those monies.

#### Section 14. Military Training Leave.

An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States is entitled to fifteen (15) days or one hundred and twenty (120) hours of paid military leave per federal fiscal year, unless a greater number of days is provided by law. In no event may an employee receive more than the number of days provided by law.

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

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

#### Section 15. Pre-Retirement Counseling Leave.

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

this Article may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance, and other retirement income.

See LOA's: [PMAC](#), [Part-Time Medical Insurance Computation and Subsidy](#)

REV: 2015, 2017, 2019, 2021

## **ARTICLE 16 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT**

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

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

### **Section 2. Moving Expenses.**

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

## **ARTICLE 17 - PERSONAL LEAVE**

At the completion of six (6) full calendar months of service, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year (July 1 through June 30). Part-time and seasonal employees shall be granted such leave at the completion of one thousand forty (1040) hours each fiscal year. Employees shall not accumulate more than twenty-four (24) hours of personal leave nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Institution and the employee.

## **ARTICLE 18 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS**

### **Section 1. Overpayments.**

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



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

#### Section 2. Underpayments.

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

### **ARTICLE 19 - TRAINING AND EDUCATION**

#### Section 1.

The Agency recognizes the need and desirability of professional training for physicians. To that end, and subject to the availability of resources, the Agency agrees to subsidize training and educational opportunities which the physician and the Chief Medical Officer agree are appropriate.

#### Section 2.

The Agency will normally respond to all requests for leaves within ten (10) working days. All requests for in-state leave will normally be responded to within ten (10) working days. Should a response not be available within the ten (10) day period, management will inform the employee of the status of the request. All requests for out-of-state leave shall be submitted to the Chief Medical Officer who will normally respond within ten (10) working days; if no response is available within that time frame, the Chief Medical Officer will inform the employee of the status of the request.

### Section 3.

Physicians will be provided the opportunity to participate in annual training regarding (1) the Agency's Abuse Policy and its related procedures, and (2) the Institution's purpose and operation of the safety committee.

### Section 4.

Physicians shall be allowed ten (10) days educational leave per fiscal year, not to include annual hospital-mandated training. Any unused educational leave will carry over to the next fiscal year not to exceed a maximum of twelve (12) days total in the second year of the biennium. Physicians will arrange for coverage as a part of their request to use educational leave. If the Physician is not able to find staff coverage within five (5) calendar days of the scheduled education leave the physician will inform the Supervising Physician of their effort to find a staff replacement and if so the Agency will solicit for volunteers. If there are no volunteers, the Agency shall select a physician to provide staff coverage. Such requests will be approved or denied based on relevancy, adequate coverage and any other mandates. Such requests may include time to prepare for and to take relevant Board certification and recertification examinations.

### Section 5.

Full-time physicians employed by OSH shall receive an annual allowance of two thousand dollars (\$2,000) per fiscal year for medical education payable on July 1<sup>st</sup> of each year. Part-time and newly hired physicians employed by OSH shall receive a pro-rated allowance.

*REV: 2015, 2017, 2021*

## **ARTICLE 20 - TRIAL SERVICE**

### Section 1.

All new employees appointed to a position, and those employees promoted, or reemployed after one (1) year in the same classification shall serve a trial service period of one (1) year except residents whose trial service shall extend through the duration of appointment in that classification.

### Section 2.

The supervisor shall evaluate the employee's work habits and ability to perform their duties satisfactorily within the trial service period. The Agency may remove an employee if, in the opinion of the Agency, the trial service indicates that such employee is unable or unwilling to perform their duties satisfactorily or that their work habits and dependability do not merit their continuance in the position. Such removals are not subject to appeal or the grievance procedure.

If such employee was previously a regular status employee in another position in the classified service immediately prior to their present appointment, they shall be reinstated to their former position unless charges are filed and they is discharged as provided in [Article 21](#).

### Section 3.

An employee who is transferred to another position in the same class, or different class at the same or lower salary level in the Agency prior to completion of the trial service

period, shall complete the trial service period in the latter position by adding the service in the former position.

#### Section 4.

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

#### Section 5. Outside Agency Promotional Trial Service

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

REV: 2017

### **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

#### Section 1.

The principles of progressive discipline shall be used except when the nature of the problem requires an immediate suspension, termination, reduction of pay, or demotion. A regular status employee may be suspended, reduced in pay, demoted, denied annual step salary increase/performance pay increase, or dismissed only for just cause. Discipline shall be administered in as private a setting as possible.

#### Section 2. Abuse Investigations.

At the point an investigation establishes reasonable cause to believe that an individual employee may have been involved in an alleged abuse, that employee will be notified that they are the subject of an abuse investigation. The accused employee, upon notification that they are the subject of an investigation, shall be told all known detail of the alleged abuse, excluding the names of the alleged victim(s), accuser(s), and witness(es). The Agency will attempt to complete its investigation within the timelines established by its rule, but where it does not meet those timelines will inform the affected employee of the status of its progress toward completion. Where an employee is exonerated of such an allegation, such exoneration will be provided to the employee in writing.

### Section 3.

A written predissmissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority or their designee at a time and date set forth in the notice, unless a different time is requested by the employee and/or his Union representative and agreed to by the Agency. The employee shall be permitted to have an official representative present. The Appointing Authority may suspend the employee with pay or the employee may be allowed to continue work, as specified within the predissmissal notice.

### Section 4.

The dismissal of a regular status employee may be appealed by the Union directly to binding arbitration within thirty (30) calendar days from the effective date of the dismissal. Such appeal shall be heard by the Arbitrator within fifteen (15) calendar days after its receipt, and the final decision and order of the Arbitrator shall be made within fifteen (15) calendar days following the close of the hearing.

### Section 5.

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

### Section 6.

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

### Section 7.

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

*REV: 2021*

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

### **Section 1.**

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

### **Section 2.**

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

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

**Step 3.** If the grievance remains unresolved at Step 2, the Union or the employee may appeal to the Department of Administrative Services Labor Relations Unit within fourteen (14) calendar days following the receipt of the response at Step 3. The Department of Administrative Services shall respond within fourteen (14) calendar days after receipt of the grievance. For purposes of this Article, an appeal in writing can be delivered by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address LRU@das.oregon.gov.

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

### **Section 3.**

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

### **Section 4.**

The Union or the grievant shall not expand upon the original elements and substance of the written grievance. However, the Union or the employee may modify the articles cited as being violated and the remedy requested prior to Step 3 of the Grievance Procedure.

### **Section 5.**

Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following Department of Administrative Services response, may be

submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be made within thirty (30) calendar days of the date the response from the Department of Administrative Services was received, or due, whichever occurs first. In the case of a discharge, as outlined in Article 21, the thirty (30) day period will begin with the date the Employer discharged the employee.

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

#### Section 6. Selection of the Arbitrator.

The Union request for arbitration will be made through the process established by the Employment Relations Board, or successor Agency. The Union will provide [State-Arb-Notice@Oregon.gov](mailto:State-Arb-Notice@Oregon.gov) as the Employer contact email, and will request from the Employment Relations Board 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 one (1) name from the list, with the moving party striking first until only one (1) name remains on the list. The name remaining on the list shall serve as the arbitrator.

#### Section 7.

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

#### Section 8.

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

#### Section 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 if the employee elects to be represented by the Union.

#### Section 10.

If a grievance involves similar issues at more than one (1) Institution, i.e. if the grievance constitutes a Division-wide class grievance, then the grievance may be filed with the Oregon Health Authority Director as the initial step with copies to the Institution HR Manager. The Administrator, or their designated representative, shall respond in writing within fourteen (14) calendar days after receipt of the grievance. If the grievance remains unresolved at this step, the Union may appeal as described in Section 2, Step 4, above.

#### Section 11. Expedited Grievance Arbitration.

(a) Upon mutual agreement, the Employer and Union may agree to use the expedited arbitration process contained in this subsection for grievances that are timely and properly filed and subject to arbitration as provided for in this agreement. The

parties will use language from this section of the article in the selection of the arbitrator, payment and all other conditions that apply to the hiring of an arbitrator as stated below.

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

*REV: 2015, 2019, 2021*

## **ARTICLE 23 - 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 24 - LAYOFF**

#### Section 1. Alternative to Layoff

- a. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the

Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.

- b. 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.

Should the institution find it necessary to reduce the number of physicians through layoff, the physician(s) with the lowest length of service will be affected, unless specialty requirements prevent this. The Union will be notified as soon as the Agency anticipates any reduction of physicians pursuant to this Article.

Seniority for the purpose of layoffs and solely the purposes of layoff, shall be defined as time spent in the bargaining unit. Leave without pay that exceeds ninety (90) days shall be deducted from an employee's seniority unless the leave is protected by federal or state law (e.g., USERRA military leave, FMLA/OFLA leave). Seniority shall be forfeited if a Physician has a break in service from the Agency for three (3) years or more.

Part-time employees earn pro rata seniority credit.

Before the layoff of any bargaining unit physicians, the Agency will eliminate contract physicians unless the contract physician has a specific identified specialty or certification that is not possessed by any qualified bargaining unit physician. Any bargaining unit physician laid off at one (1) facility shall be considered for any vacant bargaining unit position at the other facilities provided the physician is qualified for the position(s). Additionally, the Agency will meet with the affected physicians to discuss other job placement possibilities.

Recall will occur in reverse order of layoff unless special needs of the Agency prevent this. Recall eligibility will continue for three (3) years from date of layoff.

### Section 3. 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 application process.
  - 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 three (3) 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.

#### Section 4. 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.

REV: 2015

### **ARTICLE 25 - POSTING**

Any position which becomes open in the bargaining unit shall be publicized in each Agency.

### **ARTICLE 26 - 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 Office of Human Resources 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 determine most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and Labor Relations Unit shall be notified. If the parties concur that shall end the allocation appeal. In the event the committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation.

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

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

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

## **ARTICLE 27 – INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE**

### **Section 1.**

- a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather/environmental, weather related or hazardous conditions, including active shooter or threat of violence. The Employer/Agency will announce such closure or curtailment to employees. The Employer/ Agency will strive to make its decision to close and/or postpone day shift no later than 5 am; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as mass notification systems, pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1 of each year. Notifications do not apply to employees who are required to report to work. For purposes of this Article essential staff are those staff who cannot perform their core job duties or essential Agency functions from a remote work locations. Essential staff/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s). Essential staff who are required to report to work by the Employer/Agency shall be on approved leave without pay status if absent, unless the employee elects to use accrued leave. If an employee shows up within two (2) hours of their scheduled shift, subject to operating requirements and supervisory approval, they may make up the work time missed during the same workweek, provided work is available.
- 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 (2) 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 choose to close an office or facility before the start of an employee's work day the employee may, with their manager's approval:
  - A. Work from home, or
  - B. 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.**

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

- a. Use accrued vacation hours, compensatory time off, personal leave time, leave without pay; or,
- b. Use inclement weather/hazardous conditions leave (not to exceed forty (40) hours a biennium); or,

- c. The employee may, with the 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,
- d. Complete supervisory approved remote training courses.

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 in the judgment of the Employer/Agency, inclement weather or weather-related hazardous conditions require the closing of the work place following the beginning of an employee's work shift, the employee shall be paid for the remainder of their work shift. 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. 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 the internet providers service due to inclement conditions will pursue alternative methods for completing their assigned duties. However, employees unable to work through an alternative method will be eligible for inclement conditions leave not to exceed the forty (40) hours a biennium.



Section 6. Late or Unable to Report.

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

Section 7. Employees on Pre-scheduled Leave.

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

Section 8. Make-up Time Provisions.

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

Section 9.

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

Section 10.

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: 2021*

**ARTICLE 28 - TERM OF AGREEMENT**

Section 1.

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

Section 2.

Either party may open negotiations for a successor agreement by giving written notice to the other party between the dates of December 1, 2022 and December 31, 2022. Negotiations for a successor agreement will start between February 15, 2023 and March 15, 2023.

*REV: 2015, 2017, 2019, 2021*

## **ARTICLE 29 – QUARTERLY CHECK-INS**

- a. 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 Physician 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.
- b. Quarterly check-ins are not grievable and cannot be used for discipline.

REV: 2021

## **ARTICLE 30 – HEALTH AND SAFETY**

### **Section 1.**

The Parties agree to maintain a safe work environment in accordance with the Oregon Safe Employment Act (ORS 654.001 through 654.295 and 654.991). Employees shall follow applicable Agency and Employer health and safety policies.

### **Section 2.**

Proper safety devices and equipment shall be provided by the Agency for all employees engaged in work where such devices and equipment are necessary. Such devices or equipment, where provided, must be used. Safety devices shall remain Agency property and shall be returned to the Agency upon termination of employment.

### **Section 3. Respectful Workplace**

- a. The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).
- b. If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled 'Maintaining a Professional Workplace' (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency's Human Resources Office.
- c. The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this Section.
- d. The Agency shall investigate the complaint and shall provide a written response to the employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency may take additional time to complete the investigation in blocks of additional thirty (30) calendar days with notice to the Union. The response will include whether the complaint was substantiated and any relevant non confidential information pertaining to the remedial steps taken, if any. Repeated behavior or conduct shall be reported to the Agency Human Resource Office.

- e. For purposes of this Section, the grievance procedure in Subsection 6 replaces the grievance procedure outlined in the local agreement.
  
- f.
  - 1. 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.
  - 2. 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.
  - 3. 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.
  - 4. The arbitrator shall not have authority to impose any employment actions, including but not limited to discipline on any employee, supervisor or manager, transfer of any employee, supervisor or manager, reassign an employee, supervisor or manager to another work location or duties or otherwise affect staffing. In addition, the arbitrator shall not have authority to impose or establish any monetary penalties or costs, award front or back pay, issue any monetary damages for pain and suffering or stress related claims.
  
- g. No employee shall be subject to retaliation for reporting or filing a complaint, providing a statement or otherwise participating in the administration of the statewide policy or grievance process outlined in this Section. Reports of retaliation shall be reported to the Agency Human Resources Office.

REV: 2017

## **ARTICLE 31 – 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 32 – 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 33 – CRITICAL NEED DIFFERENTIAL AND PROCEDURES**

In the event that a critical Physician vacancy extends beyond thirty (30) days and all reasonable efforts to fill the vacancy have failed, Oregon State Hospital will compensate the Physician covering additional clinical duties as a percentage of 1.0 FTE as described below.

For purposes of this Article, a critical Physician vacancy is a vacancy in a psychiatric or medical clinic services staffing plan that has been established and approved by the Oregon State Hospital Chief of Psychiatry or Chief of Medicine and approved by the Superintendent. Management reserves the right to manage the overall number of positions based on such parameters as budget and patient population. The psychiatric and medical clinic services staffing plans are working documents, subject to change, created to ensure appropriate levels of care are provided considering patient population and acuity levels.

In the event that a Physician is covering leave for other Physician staff for a period which extends beyond thirty (30) days, and coverage is necessary, Oregon State Hospital will compensate the Physician covering additional clinical duties as a percentage of 1.0 FTE as described below.

The Physician will receive a differential based on the additional FTE equivalent that the Physician is covering, as follows:

<b>FTE Equivalent</b>	<b>Differential</b>
1.0 FTE	25%
0.75 FTE	22%
0.5 FTE	18%
0.33 FTE	14%
0.25 FTE	12%

If the Physician is covering the equivalent of 1.0 FTE of additional clinical duties, the Physician will receive a twenty-five percent (25%) differential.

If the Physician is covering the equivalent of 0.75 FTE of additional clinical duties, the Physician will receive a twenty-two percent (22%) differential.

If the Physician is covering the equivalent of 0.5 FTE of additional clinical duties, the Physician will receive an eighteen percent (18%) differential.

If the Physician is covering the equivalent of 0.33 FTE of additional clinical duties, the Physician will receive a fourteen percent (14%) differential.

If the Physician is covering the equivalent of 0.25 FTE of additional clinical duties, the Physician will receive a twelve percent (12%) differential.

If the Physician receives more than six (6) consecutive months of Temporary Critical Need Differential, the OSH Chief of Psychiatry or Chief of Medicine will review the staffing plan and resource allocation to determine whether adjustments are needed.

A Physician whose work schedule is less than 1.0 FTE will only be eligible for the critical need differential if their work schedule, with the additional clinical duties included, extend beyond 1.0 FTE.

*REV: 2019, 2021*

## **ARTICLE 34 – AIR QUALITY**

### **Section 1.**

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

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

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

### **Section 3.**

When elevated AQI levels require a building closure or delayed opening, the Incremental Conditions/Hazardous Condition Leave will apply. All other provision of [Article 27—Incremental Weather/Hazardous Conditions](#) apply for elevated AQI which falls under a Hazardous Condition.

*NEW: 2021*

## **ARTICLE 35 - WORKING REMOTELY**

### **Section 1.**

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

### **Section 2.**

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

### Section 3. Remote Work Requests.

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

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

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

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

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

### Section 6.

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

### Section 7. Equipment.

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

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

#### Section 8. Remote Work Supplies.

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

#### Section 9. Remote Worksite.

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

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

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

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

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

#### Section 11. Expectations and Goals.

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

#### Section 12. Training.

Appropriate training will be provided for participating managers and employees.

#### Section 13. Other Provisions.

These provisions are applicable to all Sections listed above.

- A. Call back and overtime will be handled as outlined in the applicable provisions of this collective bargaining agreement.
- B. Since supervisors must continue to be in a position to evaluate employee performance, certify the accuracy of time sheets and attendance records, and perform a variety of other supervisory



responsibilities, employees should anticipate that, in addition to being supervised pursuant to normal office procedures, there will also be the possibility that they will receive telephone calls at the phone number employees have designated in their remote work arrangement.

- C. In the event of a work stoppage, remote work arrangements utilized by represented employees shall be suspended.
- ~~D.~~ Members have the right to Union representation as enumerated in this collective bargaining agreement or as guaranteed by the law.
- E. The Agency or the Union may initiate discussions with the other party to develop working groups to consider options relating to remote work.

*NEW: 2021*

## **LETTER OF AGREEMENT - ARTICLE 9, CONTRACTING OUT FEASIBILITY STUDY**

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

When the provisions of [Article 9](#), Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 2023.

**LETTER OF AGREEMENT - ARTICLE 15 – 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 15, Section 2 \(Benefits\)](#) 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 – ARTICLE 15 - PEBB MEMBER ADVISORY  
COMMITTEE**

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

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

Therefore, the Parties agree to the following:

1. PEBB is directed to create and staff a PEBB Member Advisory Committee (PMAC).
2. The PMAC will be comprised of PEBB members, including both management and labor, with up to four (4) members appointed by AFSCME. Appointment to the PMAC will be for a two (2) year period. Management will select the one (1) management co-chair and Labor will select their co-chair.
3. The PMAC will meet at least once per calendar quarter.
4. The PMAC will provide advice on:
  - a. Member engagement
  - b. Health and Welfare strategies including the Health Engagement Model and wellness 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 – NEW EMPLOYEE NOTICE/UNION ACCESS**

### **1. Notice**

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

### **2. New Employee Orientation**

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

## **LETTER OF AGREEMENT – STATE WORKER TRAINING FUND**

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

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

In order to accomplish these goals, the Parties will:

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

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

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

Timeline:

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

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

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

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

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

## **LETTER OF AGREEMENT – CONTRACT SPECIALIST**

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

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

The Parties agree to the following:

### **Selection and Appointment of Contract Specialists:**

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

### **Pay and Benefits:**

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



Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.

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

Travel and Reimbursements:

- A. 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 – 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.

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

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services (DAS), Labor Relations Unit (LRU), on behalf of the Oregon Health Authority (OHA), Oregon State Hospital (OSH), 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 local of access to affordable child care and elder care has on working parents and families.

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

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

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

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

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



**APPENDIX A – COMPENSATION PLAN**

<b><u>CLASSIFICATION TITLE</u></b>	<b><u>SALARY RANGE</u></b>
<b><u>Physician Specialist</u></b>	<b><u>49</u></b>

SIGNATURE PAGE – AFSCME – OHA PHYSICIANS

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



FOR THE  
STATE OF  
OREGON

Katy Coba, Director  
Department of Administrative Services (DAS)

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

Kristina Koos, Labor Relations Manager  
DAS CHRO Labor Relations Unit

Sara Walker, M.D.  
Oregon State Hospital

Kristi Hennan, M.D.  
Oregon State Hospital

Andrew Nanto, M.D.  
Oregon State Hospital

Heather Parker  
Oregon State Hospital

Unoda Moyo  
Oregon State Hospital



FOR THE AMERICAN  
FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES

Jade McCredy AFSCME Council 75  
Representative

Thomas Flynn, M.D.  
AFSCME Local 3227

Vanessa McDonald, M.D. D.O.  
AFSCME Local 3227

**DAS** DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES  
**Department of Administrative Services**  
**Chief Human Resources Office**  
**Labor Relations Unit**  
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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>