



COLLECTIVE BARGAINING AGREEMENT

2021
-
2023

OEM

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ARTICLE 1 - RECOGNITION

Section 1.

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services (DAS) on behalf of the Oregon Department of Emergency Management (OEM) (hereinafter the "Agency" or "OEM"), and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the "Union" or AFSCME).

Section 2.

The Employer and OEM/OEM recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the OEM, excluding managerial, supervisory, confidential and temporary employees, employees who work less than thirty-two (32) hours per month, and personnel represented by other labor organizations

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

Disputes concerning bargaining unit composition shall be resolved by the Employment Relations Board. If the Employer excludes a filled position from the bargaining unit under ORS 243.650, the Employer shall notify the Union in writing fifteen (15) calendar days prior to excluding the position from the bargaining unit. The Union must notify the Employer in writing within ten (10) calendar days from receipt of the notification if it disagrees with the decision to exclude the position from the bargaining unit or the matter becomes closed. If the Union's notice of disagreement is received within the ten (10) calendar day period, the Parties shall meet within fourteen (14) days of the above notification to discuss the matter. If an agreement is not reached within thirty (30) calendar days from the first meeting, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted by the Union to the Employment Relations Board within the specified thirty (30) calendar period, the matter shall be considered resolved.

Section 3.

Upon written requests by the Union, OEM shall provide a copy of its written personnel policies to the Union. An up-to-date copy of current personnel policies shall be accessible to employees in every office. When a change of personnel policy occurs, a copy of the change will be mailed to the Union and employees informed of the change.

Section 4.

The Employer will make changes regarding mandatory subjects of bargaining only after compliance with any bargaining obligations under ORS Chapter 243. Alleged violations of this Article shall not be grievable but shall be addressed exclusively by unfair labor practice complaints under ORS 243.672(1)(e). The Union agrees any unfair labor practice complaint will be filed no later than ninety (90) days after the alleged unilateral change.

Section 5.

Nothing in this Article is intended to inhibit the Director from issuing directives and/or statements that interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Union as soon as possible before implementation. Upon request of the Union, OEM agrees to meet and discuss the directive or statement.

Section 6.

This labor Agreement contains the full and complete agreement on all subjects upon which the Parties did bargain or could have bargained pursuant to ORS 243 et. seq. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

Section 7.

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

ARTICLE 2 - ADMINISTRATIVE PROVISIONS

Section 1. Laws, Regulations and Savings.

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

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The Employer and the Union agree to meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over ninety (90) days after notification unless extended by mutual agreement.

Section 2. Legislative Action.

- A. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the date of signing this Agreement or the date otherwise specified in this Agreement.
- B. Monetary provisions of this Agreement are not valid unless approved by the Legislature. Monetary provisions shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both Parties shall jointly recommend passage.

Section 3. Strikes, Lockouts and Picket Lines.

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

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

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

Section 4. Term of the Agreement.

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.

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.

Section 5. Successor Negotiations.

- A. It is recognized by the Employer that employees representing the Union during the process of negotiations are acting on behalf of the Union as members and not in their capacity as employees of the Employer.
- B. The Employer agrees to release up to five (5) employees, provided they are not all from the same work section, for attendance at negotiating sessions during the period of negotiations for a successor Agreement. The matter of paid or unpaid time for negotiations shall be discussed as a part of the ground rules for the successor negotiations.

Section 6. Policy Input and Review

- A. Adoption of new policies (where appropriate) will be conducted by allowing all OEM employees an opportunity to review and make recommendations regardless of the section and or entity originating the policy.
- B. Employees will be given adequate time to review OEM policies. Employees may submit a request for additional review time to their immediate supervisor.

REV: 2015, 2017, 2019, 2021

ARTICLE 3 - MANAGEMENT'S RIGHTS

Section 1.

OEMOEM retains all rights customarily attributed to the management and operation of the department unless otherwise specifically abridged by the provision of this Agreement.

Section 2.

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

ARTICLE 4 - UNION RIGHTS, SECURITY, AND STEWARDS

Section 1. Notice of Representatives.

The Union will provide a written list, which will be kept current, to OEMOEM and the Department of Administrative Services of its representatives from Council 75 who will be "Union Representatives."

Section 2. Union Representative Visits.

Upon proper introduction and notice to the Director or their designee of their intent to be present on the worksite and the reason(s), OEMOEM will allow a Union Representative(s) of Local Council 75 reasonable access to the worksite during working hours. Every good faith effort shall be made to give advance notice of the visit. Such visits will not interfere with the normal flow of work. During periods of emergencies, this provision may be temporarily suspended by OEMOEM as required for the duration of the emergency.

Section 3. Union Business.

Employees shall conduct the internal business of the Union during their non-duty hours (e.g., rest breaks, unpaid lunches and before and after work shifts are considered non-duty time) as long as it does not interfere with the normal flow of work.

Section 4. Union Rights.

Union officers or Union stewards will be allowed to post Union meeting notices through OEMOEM's e-mail system. Announcements will be limited to date, time and place of the meeting and brief agenda. Such use shall be non-interactive.

Section 5. Building Use.

Upon request to the Director or their designee, OEMOEM may allow the Union use of OEM facilities during non-duty hours for meetings when such facilities are available. Such meetings will not interfere with the business of OEM.

Section 6. Bulletin Boards.

OEM shall provide bulletin board space for the use of the Union to communicate meetings and other official Union business.

Section 7. Union Notices to Employees.

OEM shall furnish each new employee with a written notice, provided by the Union, that the Union is the certified collective bargaining representative and of the employee's obligation for declaration of dues or payment in lieu of dues (fair share) deduction.

The Employer agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive recognition, and shall provide all present and future employees in the bargaining unit with a copy of its agreement, provided by the Union. The Employer agrees to allow a duly certified Union Representative or an on-site Officer/Steward thirty (30) minutes to speak with new employees about the Union's exclusive recognition, its benefits, and services available to the membership. If an Officer/Steward is not available on site, the presentation can be done by telephone.

The Officer/Steward will be allowed on duty time for the thirty (30) minute presentation.

Section 8. Payroll Deductions.

A. The Employer agrees to deduct the monthly fees from the pay of those employees the Union has certified in writing to the Employer as having authorized in writing such deductions be made from their paychecks. This deduction shall begin on the first (1st) payroll period following the Union's written notice to the Employer that such authorization start and shall continue from month to month until notified by the Union, pursuant to the membership card.

B. The Union agrees that it will indemnify, defend and save the Employer and Department/Agency harmless from all suits, actions, proceedings and claims against the Employer and the Department/Agency or person(s) acting on their behalf of the Employer and the Department/Agency whether the damage, compensation, reinstatement, or combination thereof arising out of the Department/Agency implementation of this Article. This provision does not limit, waive, or in any way impact the State's liability to AFSCME if the State fails to withhold and remit lawful dues to AFSCME as obligated under the Agreement.

Section 9. Employer Held Harmless.

The Union agrees that it will indemnify, defend and save the Employer and OEMOEM harmless from all suits, actions, proceedings, and claims against the Employer and OEMOEM or person(s) acting on behalf of the Employer and OEMOEM whether for damage, compensation, reinstatement, or combination thereof arising out OEMOEM's implementation of this Article.

Section 10. Shop Steward.

A. The Union shall be entitled at OEM, to three (3) Stewards. Such Stewards shall be selected from and represent employees. The Union shall immediately notify OEM and the Department of Administrative Services Labor Relations Unit of the names of Shop Stewards and their work unit location. The Union shall identify the primary and alternate work sites for which the Steward is responsible.

B. Union Stewards will be granted mutually agreed upon paid time off during their regularly scheduled working hours to investigate and process grievances upon notice to their immediate supervisor. If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate

supervisor shall, within the next workday, arrange a mutually satisfactory time for the requested activity.

Union Stewards will receive their regular rate of pay during investigatory interviews which the employee reasonably believes will result in disciplinary action if such occurs during their regularly scheduled hours of employment. Every good faith effort shall be made to arrange the interview on employee and assigned Steward's work time.

However, only one (1) Union Steward will be in pay status for any one (1) grievance except where a grievance involves employees in more than one (1) section. Employees shall record time spent investigating and processing grievances on their time sheets according to the time reporting policies and procedures of OEM. An allegation by management of abuse of Steward privileges shall cause an expedited meeting to occur between OEM Labor Relations Manager, Council 75 Representative, and Steward. If the allegations are found to be valid, the supervisor of the Steward may request that the Steward maintain and submit a monthly activity report of work time spent investigating and processing grievances. This report shall be provided for six (6) months.

The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward for any Union business.

- C. OEM agrees there shall be no reprisal, coercion, intimidation or discrimination against any Union Steward or member of the Union for the conduct of the functions described in this Article.

Section 11. Union Business Leave.

The Parties agree to the primary principle that Union business will be carried out during off-duty hours.

- A. At the Union's request and subject to the operating requirements of the OEM, Union 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. However, recall from such leave may occur due to emergencies or to meet the operating needs of OEM.
- B. Employees elected to Union office or otherwise selected by the Union to conduct Union business that takes them away from their employment may be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay for up to six (6) months, upon advance notice by the Union. Every good faith effort will be made to provide as much notice as possible. The determination of granting such leave shall be made by the Employer based on operational needs of OEM. Leave will be requested through the normal OEM

procedure. However, recall from such leave may occur due to emergencies or to meet the operating needs of OEM.

Section 12. 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 OEM 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 OEM'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 OEM 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.
- C. Intermittent Business Leave.** When Union officials (officers and stewards) are designated in writing by the Executive Director of Oregon AFSCME to attend AFSCME Council 75 Biennial or AFSCME International Conventions, the following provisions apply:
1. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member

per OEM.OEM may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two bargaining unit members may be designated to attend AFSCME conventions under this provision.

2. Subject to OEM head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.
3. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
4. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
5. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
6. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
7. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected OEM for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.
8. The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

Section 13. Employee Statistics.

The Human Resources Services Division and OEM will, upon request of the Union and with reasonable notice, provide any regularly produced computer runs containing non-confidential statistics of the Union's bargaining unit members. Annually, upon request of the Union, a printout will be provided showing names and addresses of all bargaining unit employees.

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. 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.

REV: 2017,2019

ARTICLE 5 - EMPLOYEE RIGHTS

Section 1.

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

Section 2.

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

- A. The employee shall not be deprived of any of their constitutional or civil rights guaranteed by the federal and state constitutions and law where potential criminal charges are involved. If an employee or the Union claims a violation of the above, such allegation shall not be subject to the grievance procedure, but can be appealed to the appropriate court of law.
- B. The employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the complaint or charges. Such interview shall occur during employee paid time.
- C. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to Union representation during the interview. Attendance of the Union Representative or Steward shall not unduly delay the meeting.
- D. The employee shall not be required to take or be subject to any lie detector device as a condition of continued employment.
- E. Formal complaints or charges made against an employee which are not sustained shall not be placed in the employee's personnel file or used in any subsequent performance evaluation.
- F. This Section shall not apply to criminal investigations.

Section 3.

The Employer may request information regarding the employee's volunteer activities or other sources of income.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, color, religion, sex, sexual orientation, national origin, disability, marital status, or political affiliation. The Union and OEM further agree that they will support the application of federal and state laws, regulations, and guidelines and the Governor's policy and guidelines for affirmative action plans in state agencies.

Section 2.

All complaints alleging any form of discrimination, in violation of this Contract shall be submitted to the Director or designee in writing within thirty (30) days of the date of the occurrence. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. If satisfactory solution cannot be reached, the Director or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of OEM to the complainant and the Union. If the complaint is not resolved, the employee may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division. Discrimination grievances/complaints shall not be subject to the grievance procedure contained in this Agreement.

ARTICLE 7 - 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 8 - FILLING of VACANCIES

Section 1.

OEM desires to fill vacancies with the best suitable applicants available. OEM advocates promotion of its employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

OEM will determine whether a vacancy is to be filled and the method/means to fill that vacancy. An employee desiring to transfer to the position in the same classification will submit a written request to OEM Human Resources (HR) Office pursuant to the announcement. The employee must meet the minimum and special qualifications of the position.

A supervisor who is hiring may consider internal candidates only or may consider both internal candidates and other candidates. In all cases, all internal candidates who apply, including but not limited to transfers and promotions, shall be considered and offered an initial interview, subject to meeting the minimum and special qualifications of the positions.

Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit. It shall be the employee's responsibility to see that they have taken the appropriate tests and are on the appropriate list.

Section 3.

Involuntary geographic transfers shall require a thirty (30)-calendar day advance notice of the Employer's intent to transfer the employee.

REV: 2015, 2017

ARTICLE 9 - POSITION DESCRIPTIONS

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

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

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

ARTICLE 10 - TRIAL SERVICE

Section 1.

Each person appointed to a bargaining unit position shall serve with each appointment a trial service period of six (6) months, except lateral classification transfers and voluntary demotions of regular status bargaining unit employees.

Section 2.

At any time during the trial service period, OEM may remove an employee if, in the judgment of the supervisor, Appointing Authority or designee, the employee is unable or unwilling to perform their duties satisfactorily or if, in the judgment of the supervisor, Appointing Authority or designee, their habits and dependability do not merit their continuance in the position.

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

If the OEM employee was previously a regular status employee in a position in this AFSCME bargaining unit immediately prior to their present appointment, the employee shall be reinstated to their former classification as a regular status employee unless they are discharged as provided in [Article 22](#).

Section 3.

An employee's trial service period may be extended in instances where an employee has any leave of absence of fifteen (15) days or more. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

An employee's trial service may also be extended for the purpose of developing the skills or knowledge necessary for competent job performance. Requests for such extensions are subject to mutual agreement between the employee and supervisor. A copy of the extension shall be forwarded to the Council Representative and OEM HR Office.

Section 4. Outside Agency Promotional Trial Service

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

- C. This subsection becomes effective on the first (1st) of the month following ratification of the local agreement.
- D. This Subsection applies to employees beginning their promotional trial service after the effective date of the local agreement.

REV: 2015, 2017

ARTICLE 11 - QUARTERLY CHECK-INS

Section 1. Quarterly Check-Ins.

Supervisory managers shall conduct check-ins with their employees on a quarterly basis. If a quarterly check-in does not occur, the employee may request a check-in for the missed time period. Supervisory managers shall conduct the requested check-in within thirty (30) calendar days. The employee shall have the opportunity to provide their input during the quarterly check-in. No notes shall be made about an employee outside of those notes accessible by the employee.

Section 2.

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

REV: 2015, 2021

ARTICLE 12 - LIMITED DURATION APPOINTMENTS

Section 1.

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of funding for a specific project. Such appointments shall be for a stated period not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects unless extended by Legislative process.

Section 2.

- A. No person initially hired to State government on a limited duration appointment in this Agency shall be entitled to layoff rights under this Agreement.
- B. An employee appointed from regular status from any State agency to a limited duration appointment in the bargaining unit shall be reinstated to their former classification if it exists within this bargaining unit when the limited duration appointment is terminated. If the former classification does not exist within this bargaining unit, the employee will be laid off if entitled to layoff rights. Such return right shall not apply if charges are filed and they are discharged as provided in [Article 22 \(Discipline and Discharge\)](#).

Every good faith effort will be made to provide a copy of the recruiting announcement or posting to the Union Representative or a Shop Steward.

Section 3.

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

- A. That the appointment is of limited duration.
- B. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2.B of this Article.
- C. That in all other respects, limited duration appointees have all rights and privileges of other classified represented employees including but not limited to wages, benefits and Union representation under this Agreement.

ARTICLE 13 - JOB SHARING

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 14 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

- A. When an employee is assigned, in writing, by OEM for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) calendar days, that employee shall be paid five percent (5%) above the employee's base rate of pay or the first step of the higher salary range, whichever is greater.

When assignments are made to work out of classification (WOC) for ten (10) calendar days, the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of that particular assignment. At the Union's request, the duration of the assignment shall be reviewed by OEM HR Office.

When an employee is assigned to work out-of-classification pending approval of a reclassification upward, the employee will be paid at the next higher rate of pay or first step of the higher salary range, whichever is greater. If the appropriate WOC pay above is less than a 2.5% increase above the employee's base rate of pay, the Department shall use the next higher rate of pay in the higher classification's salary range to calculate WOC pay.

- B. An employee who is underfilling a position shall be informed in writing that they occupy an underfill, the reasons for the underfill and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.
- C. An employee performing duties out of classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file. The employee shall provide a copy of the notice to the Steward.
- D. Assignments of work out of classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

Section 2. Employee Request for Reclassification Procedure.

- A. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Department's Personnel Office. The Department shall review and verify the duties assigned to the position.
- B. Within thirty (30) days after receipt of the reclassification request, the Department shall notify the Union of its findings. If the findings indicate reclassification, the Department shall decide to seek approval if necessary or remove the duties.

Section 3. Upward Reclassification.

When a position is reclassified upward, a regular incumbent shall be continued in the position. The incumbent shall be advanced to the higher class with the same status held in the lower class if the incumbent meets minimum experience and training

requirements. When a position is reclassified upward and the incumbent does not have regular status, the position will be filled competitively at the higher level.

Section 4. Pay for Upward Reclassification.

Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then the next higher step in the new salary range. In no case shall it exceed the new salary range maximum. If the pay for the upward reclassification results in an increase of less than 2.5%, the Agency will increase base pay amounts to equal the next higher step which will exceed 2.5% increase in pay.

When OEM determines that a reclassification is justified, the employee will receive work out of class compensation from the date the request was received by OEM HR Office until the position receives budget reclassification approval or the higher level duties are removed.

Section 5. Pay Date of Upward Reclassification.

- A. Effective date of reclassification payment shall be the first of the month following the month in which the reclassification request was received by OEM HR Office. The actual reclassification will go into effect the first (1st) of the month upon approval of a Position Option Package or July 1 after the legislative session has adjourned if the position reclassification was included in the budget package.
- B. At the discretion of management, the salary eligibility date may remain the same or be established twelve (12) months thereafter.

Section 6. Pay for Upward Reclassification Denial.

If the Emergency Board or Legislature does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclassification request was received by OEM HR Office to the date the duties were removed. Any work out of classification pay received during that period shall be deducted from the proposed salary rate.

Section 7. Downward Reclassification.

- A. When a position is reclassified to another class that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new classification.
- B. OEM shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so within sixty (60) days prior to the effective date.
- C. If an employee is reclassified downward and their rate of pay is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at the same rate in the lower range.

If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase to the next step within the new salary range. This increase shall not exceed the highest step in the new salary range.

- D. Employees who are reclassified downward will be eligible to apply for reemployment to the classification from which they were reclassified downward.

Section 8. Equal Reclassification Rate.

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

Section 9. Denied Reclassification/Involuntary Reclassification Appeal Process

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

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

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

Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar

days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

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

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

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

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

Terms used above shall be defined as follows: a) the purpose of the position shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency; b) the concept of the

proposed classification shall be determined by the general description and distinguishing features of its class specifications, and, c) the overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency.

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

REV: 2017

ARTICLE 15 - REVIEW OF CLASSIFICATION SERIES

Section 1.

The Department of Administrative Services, Chief Human Resource Office, Labor Relations Unit shall notify the Union of intended classification studies affecting this bargaining unit.

Section 2.

Whenever a change in class specifications or a new classification is proposed affecting members from this bargaining unit, it is agreed that the Department of Administrative Services, Labor Relations Unit, will submit the classification to the Union to provide opportunity for its review and comments. Within thirty (30) days of its receipt of the classification, the Union may present written comments raised on behalf of the represented employees. Any extension of time specified shall be mutually agreed to in writing.

Section 3.

The Union may recommend classification studies to be conducted by the Department of Administrative Services and Labor Relations Unit indicating the reasons for the need for such studies.

Section 4.

Any reclassification resulting from such studies shall be subject to the appeal process as described in [Article 14.](#)

REV: 2015

ARTICLE 16 - LAYOFF

Section 1. Alternate 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.

A layoff is defined as a separation from the service for involuntary reasons not reflecting discredit on an employee. An employee shall be given written notice of layoff as far in advance as possible but not less than fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

Section 3.

The layoff procedure shall occur in the following manner:

- A.** OEM shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. OEM shall notify, in writing, all affected employees of their service credits and contractual bumping rights. OEM shall notify the Union in writing of the service credits of all employees in all affected positions. OEM shall also post a copy of the service credits of all affected positions on employee bulletin board(s).
- B.** Temporary employees working in the classification and geographic area in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.
- C.** Employees shall be laid off and service credits calculated within a geographic area and within the following separate categories:
 - 1.** Permanent full-time positions
 - 2.** Permanent part-time positions

An initial trial service employee cannot displace any regular status employee.

- D.** An employee notified of a pending layoff shall be placed into an available vacant position or displace the employee in their geographic area with the lowest service credits in the same classification or equivalent salary range in which the employee previously held regular status, including any predecessor classifications for which they are qualified. If a position is not available in the same geographic area, then the employee shall select one (1) of the following options and communicate such choice in writing to OEM HR Office within five (5) business days after receipt of layoff notification of the option selected. Employees will be placed into available vacancies prior to displacing employees with lowest service credits for the option selected, either 1, 2 or 3.
 - 1.** The employee may be placed into an available vacant position or displace an employee with the lowest service credits in the same classification statewide for which they are qualified.
 - 2.** The employee may demote into an available vacant position or demote to the lowest service credits position in any classification for which they are qualified within the geographic area. Employees

who elect to demote shall be placed on any geographic area layoff list of their choice within OEM for the classification from which they demoted.

3. The employee may demote into an available vacant position or demote to the lowest service credits position in any classification for which they are qualified statewide. Employees who elect to demote shall be placed on eligible geographic area layoff list(s), of their choice within OEM for the classification from which they demoted.
 4. The employee may elect to be laid off. An employee who elects to be laid off shall be placed on OEM layoff list for the represented service classification from which laid off.
- E.** To be qualified for the options under Section 2(D) (1), (2) and (3), the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within approximately thirty (30) days. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the approximate thirty (30) day time period is for the purpose of orienting an employee to the position, not training the employee to perform the work.

If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest service credits position, they may displace or demote to the next lowest service credits position in the classification, provided that the incumbent in the next lowest position has lower service credits than the employee displacing or demoting and that the employee is capable of performing the specific requirements of the position.

- F.** When exercising an option under Section 2(D) an employee shall only be eligible to displace another employee with lower service credits.
- G.** Employees filling job share position which total one (1) full-time equivalent shall be considered as one (1) full-time equivalent. Service credits shall be determined by averaging the two (2) individual scores and the two (2) individuals will be treated as one (1). Employees sharing a job share position and who elect not to be treated as one (1) full-time equivalent shall be considered part-time employees.

Service credits for prior non-job-share time shall be determined by giving the employee one (1) point per month credit for any full-time worked and pro rata credit for each month spent on the job in less than full-time capacity.

Section 4.

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

- A.** One (1) point per month for each full month of unbroken service in State service excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of leave without pay of fifteen calendar (15) days or more will be deducted from service credits calculations. When a layoff is announced, service credits scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.
- B. Tie Scores.**
1. If two (2) or more employees have equal service credit within the same geographic area, the order of layoff shall be in inverse of the greatest length of continuous State service.
 2. If the first method does not break the tie, the employee with the least length of continuous service in OEM (including the prior time in the bargaining unit at the State Police) shall be scheduled for layoff.
 3. Should a tie between employees still exist, the order of layoff shall be determined by the Agency in such manner as to conserve for the State the services of the most qualified employees.

Section 5.

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

Section 6.

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

Section 7. Agency Layoff Lists.

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

The employee shall designate in writing the appropriate geographic areas they wish to be considered for recall. The term of eligibility of candidates placed on the list shall be two (2) years from the date of placement on the list.

Section 8. Recall.

Employees who are on an OEM layoff list and have designated in writing the positions and geographic areas shall be recalled in service credit order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position and who is capable of performing the specific requirements of the position as stated on the position description within approximately thirty (30) days. An employee

who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the approximate thirty (30) day time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Agency prior to being recalled to the position.

If an employee on a layoff list is offered a position, they will have one (1) right of refusal. Upon the second refusal, the employee's name will be removed from the agency layoff list for that geographic area.

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

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

Section 9. Secondary Recall Rights.

- A. Application.** These rights apply to all employees in bargaining units represented by AFSCME at Central Table negotiations as well as the Department of Corrections and Board of Parole except employees who are laid off during initial trial service.
- B. Definitions.**
- 1. Geographic Areas**, for the purpose of secondary recall, are each location for which an employee may indicate their willingness to relocate on the State's PD100.
 - 2. Agency Layoff Lists** are intra-agency layoff lists, as defined in each AFSCME Central Table agency and/or Department of Corrections and Board of Parole bargaining unit contract.
 - 3. Secondary Recall List** is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.
- C. Coordination with Filling of Vacancy and Layoff Articles.** The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an agency, as specified within each agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.

D. Procedures.

1. Placement on the Secondary Recall List.

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

2. Use of the Secondary Recall List.

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

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

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

Section 10. Geographic Area.

Area 1: Salem

The Union will be notified when OEM adds or closes work sites in the geographic areas.

Section 11.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons beyond the Employer's control which does not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay for FLSA eligible employees.

Section 12.

Employees who elect to displace, demote and/or recalled from layoff do not receive reimbursement for travel nor moving expenses associated with the appointment.

Section 13.

There shall be no cross bumping between management service, unrepresented service, other bargaining units, and AFSCME OEM.

Section 14.

When the Employer declares that a lack of funds will necessitate a layoff, the Union will meet, if requested by the Employer, to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary leaves of absence without pay; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the Employer. In the absence of such mutual agreement, the Employer may implement layoff procedures consistent with the Collective Bargaining Agreement.

REV: 2015, 2017

ARTICLE 17 - EDUCATION AND TRAINING

Section 1.

The Agency recognizes that employee participation in training, education and career development is beneficial to both the Agency and employees. OEM will, as far as it is reasonably practicable to do so, provide training and education opportunities for employees including support and technical staff. Such opportunities may include, but not be limited to, job-related training, career development, job rotations, and special assignments. OEM will obtain and disseminate current information about available training and opportunities on a timely basis.

Employee development shall be based on a procedure developed by the Labor/Management Committee.

Section 2.

Training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by OEM, the employee shall be notified in writing, and the employee shall be paid for the time as time worked.

Section 3.

OEM may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Attendance at such training may be mandatory without loss of pay to the employee. OEM shall determine the method of travel and employees may be reimbursed for travel expenses as appropriate under the travel policy.

Section 4.

If a regular status employee desires reimbursement for course/training registration for training outside of OEM, the employee must receive prior written approval from OEM before attending.

Section 5.

Where OEM requires an employee to be a notary public, OEM will pay for such certification until such requirement is removed.

REV: 2015

ARTICLE 18 - REIMBURSEMENT OF PERSONAL PROPERTY

OEM will follow, and the employee may only pursue claims pursuant to, Risk Management Rules and Policy.

ARTICLE 19 - 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. 40.01.00.PO, 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 the 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 20 - SAFETY AND HEALTH

Section 1.

- A.** The Parties will mutually strive to maintain a suitable and safe working environment for all employees. The Employer agrees to abide by standards of safety and health in accordance with Oregon Statutes and Administrative Rules, including immunization against or testing for exposure to serious communicable disease while performing their official duties. Issues arising under this Section are not arbitrable. OEM management agrees to notify all employees of the results of workplace environmental testing and inspections within seven (7) workdays of receipt by OEM management and to immediately notify employees of an existing or imminent workplace threat.
- B.** OEM will give serious consideration to safety and health issues and/or recommendations received from the joint labor/management committee or safety subcommittee. The joint Labor Management Committee shall form a safety subcommittee of the Labor Management Committee which will be comprised of balanced representation between management and represented staff and comply with applicable statutes and rules.

Section 2. Respectful Workplace

- A.** The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).

- B.** If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled ‘Maintaining a Professional Workplace’ (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency’s Human Resources Office.
- C.** The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this section.
- D.** The Agency shall investigate the complaint and shall provide a written response to the employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency may take additional time to complete the investigation in blocks of additional thirty (30) calendar days with notice to the Union. The response will include whether the complaint was substantiated and any relevant non-confidential information pertaining to the remedial steps taken, if any. Repeated behavior or conduct shall be reported to the Agency Human Resource Office.
- E.** For purposes of this Section, the grievance procedure in Subsection 6 replaces the grievance procedure outlined in the local agreement.
- F.**

 - 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: 2017,2019

ARTICLE 21 - 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 16](#), an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or
- B.** Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with [Article 8, Filling of Vacancies](#), this Article shall prevail.
- C.** An employee may exercise all applicable rights under [Article 16, Layoff](#).

Section 5.

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

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

Section 6.

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

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

ARTICLE 22 - DISCIPLINE AND DISCHARGE

Section 1.

Progressive discipline shall be used when appropriate. Disciplinary action, including written reprimand, salary reduction, suspension without pay, involuntary demotion and discharge, for regular status employee shall be for just cause.

Section 2.

An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline. Suspensions without pay and demotions of FLSA exempt employees must be consistent with the requirements of the FLSA. The reduction, demotion or suspension of a regular status employee may be appealed directly to STEP 2 of the Grievance Procedure and must be within fifteen (15) calendar days from the effective date of the action. Any further appeal of actions referenced in the subsection shall follow the procedure and timeframes outline in Article 23, Grievance Procedure.

Section 3. Dismissal.

A. Where discharge may be contemplated, a written pre-dismissal 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 immediate excluded supervisor at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have a Union Representative or Shop Steward present. At the discretion of the immediate excluded supervisor, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the pre-dismissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and the right to present mitigating circumstances to the supervisor.

- B. Discharge of a regular status employee may be appealed by the Union to binding arbitration following the conclusion of the Labor Relations Review step of the Grievance Procedure. Step 1 of a Discharge grievance will be with the head of the employee's division within the Department. Step 1 may be waived by mutual agreement of the Union and applicable manager.
- C. Any employee who is absent for five (5) consecutive workdays without authorized leave shall be deemed to have resigned unless prevented from notifying the Department due to circumstances beyond their control.

Section 4.

If the employee does not approve sending the notices of pre-dismissal, suspension, reduction, demotion and dismissal to the Union then the employee shall sign a waiver form. If a waiver is not signed, the notices shall be forwarded to the Union on the same day as the employee is notified.

REV: 2019

ARTICLE 23 - GRIEVANCE PROCEDURE

Section 1.

Grievances are defined as act(s), omission(s), application(s) or interpretation(s) alleged to be violations of the terms and conditions of this Agreement.

Section 2.

It is the intent of OEM and the Union to resolve employee grievances by informal methods if possible. However, such informal methods do not supersede the timeline requirement outlined in this Article except by mutual agreement pursuant to Section 10.

If the Union desires a formal resolution of any grievance as defined in Section 1 (except complaints of unlawful discrimination), such grievance shall be processed as provided under Section 3 STEP 1 of this Article.

Section 3. Grievance Steps.

If an informal process is used and the response does not resolve the grievance, the Union may file an official grievance on its official grievance form in writing at the STEP 1 level.

STEP 1 - Immediate Supervisor. Any affected employee may file a grievance with their immediate supervisor within thirty (30) calendar days of the date that the employee knew or should have known of the alleged violation(s). The grievant shall provide, in writing, (a) a statement of the grievance and the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought.

Prior to the supervisor's response, the supervisor shall meet with the grievant. The supervisor shall provide a written response to the grievant within fifteen (15) calendar days of receipt, with a copy to the Union.

If the grievance is resolved at STEP 1, the grievance settlements shall be reduced to writing and signed by the grievant and first line supervisor, who shall send a copy, when signed, to the assigned AFSCME Council Representative and

the Department of Administrative Services, Labor Relations Unit (LRU). Each grievance settlement shall include the following statement:

“Grievance settlements are nonprecedential and may not be cited by either party or their agents or members in any arbitration or fact-finding proceedings now or in the future.”

Actions taken pursuant to Informal settlement agreements shall not be contrary to Collective Bargaining Agreement or ORS Chapter 243 and shall not give rise to any bargaining or other consequential obligations.

STEP 2 – Division Director or designee - If the grievance remains unresolved at STEP 1, the Union may appeal the grievance in writing to the Division Director or designee, within fifteen (15) calendar days following the date the response at STEP 1 was due or received, whichever is sooner. The Division Director and/or designee shall respond within fifteen (15) calendar days following receipt of the appeal.

STEP 3 – OEM Director or Designee. If the grievance remains unresolved at STEP 2, the Union may appeal the grievance in writing with the Director or designee within fifteen (15) calendar days following date the response at STEP 2 was due or received, whichever is sooner. The Director or designee shall respond within fifteen (15) calendar days following receipt of the appeal.

STEP 4 - LRU Review. If the grievance remains unresolved at STEP 3, the Union may appeal the grievance to LRU within fifteen (15) calendar days following date the response at STEP 3 was due or received, whichever is sooner. The LRU and the Union shall arrange for a mutually-agreeable date and time to hold a Step 4 meeting. LRU shall respond within fifteen (15) calendar days following the Step 4 meeting. For purposes of this Article, an appeal in writing can be delivered by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address LRU@das.oregon.gov.

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

If the grievance is unresolved following LRU review, the Union may submit in writing the grievance to arbitration.

STEP 5 - Submission to Arbitration. To be valid, a request for arbitration must be made within thirty (30) calendar days after the STEP 4 was due or received whichever is sooner.

Section 4.

Employees are entitled to representation by either a Union Representative or Shop Steward at any Step.

Section 5.

Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union Representative or Union Steward unless they waive the presence of a Union Representative or Steward.

Section 6. Selection of 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 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. Arbitrator's Authority.

The Parties agree that the decision or award of the arbitrator shall be final and binding on each of the Parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay, or to mitigate the penalty as equity suggests under the facts.

Section 8. Expenses of Arbitration.

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

Section 9. Mediation.

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

Section 10.

Time limits may be extended by agreement of the Parties. Such extensions must be in writing and shall become part of the grievance record.

Section 11.

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

Section 12.

If the employee does not approve sending the notices of pre-dismissal, suspension, reduction, demotion and dismissal to the Union, the employee shall sign a waiver form.

If a waiver is not signed, the notices shall be forwarded to the Union on the same day as the employee is notified.

Section 13. 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 24 - LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose.

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

Section 2. Committee Composition.

The Committee shall be composed of up to five (5) bargaining unit members appointed by the Union and up to five (5) members of management appointed by the OEM for the first four (4) meetings, including training, and reduced to four (4) members for subsequent meetings. One (1) management member may be designated to serve as an alternate. Individuals may be invited, who may provide information or act as advisors, with the approval of the Labor-Management Committee. OEM employees appointed to the committee shall be in pay status during time spent in committee meetings. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime work.

Section 3. Meetings and Agenda.

The Labor/Management Committee shall meet as necessary.

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

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

Section 4. Authority of Committee.

The Labor/Management Committee shall have no power to contravene any provision of this Agreement; nor to enter into any Letter of Agreement; negotiate, or to resolve disputes concerning the interpretation or application of any provision of this Agreement.

The Committee shall be empowered to make joint recommendations on issues which are brought before it. Such recommendations approved by the Committee shall be presented to the OEM for response and/or action. OEM response shall be in writing and shall be submitted to the Committee.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the time frames of the settlement of disputes procedure ([Article 23](#)).

Section 5. Committee Evaluation.

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

ARTICLE 25 - SALARIES

Section 1. PERS Pickup

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

Section 2. Cost of Living Adjustment

- A. Effective 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 no less than eighty-five dollars (\$85.00) per month (prorated for part time employees).
- B. Effective December 1, 2022 or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by three and one tenth percent (3.1%) but not less than one hundred dollars (\$100.00) per month (prorated for part time employees).

Section 3. Selective Salary Adjustment

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

Effective July 1, 2021 or the first of the month following ratification of the local agreement whichever is later, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date what would be twelve (12) months from the effective date of the selective salary adjustment will be assigned. For an employee whose rate is within the new salary range but not at a corresponding step, the employee's salary shall be adjusted to the next higher rate closest to the employee's current salary rate.

REV: 2015, 2017, 2019, 2021

ARTICLE 26 - HEALTH INSURANCE

Section 1.

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

Section 2.

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

Section 3. Plan Years 2021 through 2023.

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

Section 4.

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

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

REV: 2015, 2017, 2019, 2021

ARTICLE 27 - SHIFT DIFFERENTIAL

Section 1.

An employee, who is not in paid overtime status for time worked, shall be paid an additional differential of seventy-five cents (\$.75) per hour for each hour or major portion (thirty (30) minutes or more) thereof worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion (thirty (30) minutes or more) thereof worked on Saturday and Sunday.

Section 2.

This Article shall not apply when an employee is on any paid leave condition or on-call or standby duty.

ARTICLE 28 - PAYDAY AND PAY ADVANCES

- A. All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or Holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. The release day for December paychecks dated

January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.

- B. Employees will be allowed one (1) pay advance during their first thirty (30) days of employment.
- C. The Parties agree that pay advances will be kept to an absolute minimum and are for emergencies. Within that context, employees may obtain an advance on their salary subject to management's approval. The amount of the request shall not exceed sixty percent (60%) of gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth (15th) of the month. If any employee requests more than one (1) pay advance in any twelve (12)-month period, management has the right to deny it, if a valid emergency does not exist.

Emergencies include, but are not limited to, the following circumstances:

1. Death in family
2. Major car repair
3. Theft of funds
4. Automobile accident (loss of vehicle use)
5. Accident or sickness
6. Destruction or major damage to home
7. New employee lack of funds (maximum - 1 draw)
8. Moving due to transfer or promotion

ARTICLE 29 - SALARY ADMINISTRATION

Section 1. Step Salary Increase.

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

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

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

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

Section 2. Salary on Promotion.

An employee shall be given no less than an increase one (1) full step in the new salary range effective on the date of promotion. If an employee is demoted or removed during trial service as a result of a promotion, their salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.

If the employee's salary eligibility date occurs during the promotional trial service period, upon reinstatement to the previous class in the bargaining unit, the salary eligibility date prior to promotion will be recognized.

Section 3. Salary on Demotion.

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

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

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

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

Section 4. Salary on Lateral Transfer.

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

Section 5. Effect of Break in Service.

When an employee separates from State service and subsequently returns to State service with the OEM within a two (2) year period, except as a temporary employee, the employee's previous salary eligibility date shall be adjusted by the amount of break in service.

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

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

REV: 2015

**ARTICLE 30 – RECOUPMENT OF WAGE AND BENEFIT
OVERPAYMENTS AND UNDERPAYMENTS**

Section 1. Overpayments.

A. In the event that an employee receives wages or benefits from OEM to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, OEM 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 other than the normal monthly payroll reconciliations.

For purposes of recovering overpayments by payroll deduction, the following shall apply:

1. OEM 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 OEM 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, OEM 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 OEM service before OEM fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- B.** An employee who disagrees with OEM'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 OEM'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, OEM 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. OEM shall correct any such underpayment made within a maximum period of two (2) years before the notification.
- B.** This Section shall not apply to claims disputing eligibility for payments which result from other provisions of the Agreement. Employees claiming such payments must pursue those claims pursuant to the time lines elsewhere in this Agreement.

Section 3. Payroll Reconciliation.

Section 1, subsections A-2, A-3 and A-4 shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours

projected for payroll purposes from one pay period to another. The employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

ARTICLE 31 - REPORTING PAY

An FLSA-eligible employee who is scheduled for work and reports for their regular work shift, except for situations addressed in the Inclement Conditions Article, and is released from work shall be paid the equivalent of two (2) hours pay at the one and one-half (1-1/2) time rate. When the employee actually begins their scheduled shift, the employee shall be paid for the remainder of the scheduled shift.

Part-time, hourly-paid employees, who actually begin their scheduled shift, shall be paid for the remainder of their scheduled shift.

ARTICLE 32 - ON-CALL

- A.** An employee who is assigned on-call duty for less than six (6) hours shall be paid on a prorated basis. If OEM designates and/or assigns in writing other bargaining unit employees on-call duty status, they shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned on-call duty.
- B.** No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.
- C.** On-call duty time shall not be counted as time worked in the computation of overtime hours worked but on-call pay shall be included in the calculation of the overtime rate of pay.
- D.** An employee shall not be on on-call or standby duty once they actually commence performing assigned duties and receives the appropriate rate of pay for time worked.

ARTICLE 33 - HOURS OF WORK/OVERTIME

Section 1. Work Week.

The work week shall begin at 00:01 on Monday and end at 24:00 midnight the following Sunday.

Work schedule is defined as the time of day and the days of the week the employee is assigned to work. A regular work schedule is five (5) consecutive eight (8) hour days. Alternative work schedules are anything other than five (5) consecutive eight (8) hour days. A denial of an alternative schedule may be submitted by an employee/the union to OEM's state HR office for a final determination. Such determination will be based on operating requirements and is not grievable. Work shifts may be adjusted based on the operational needs of the OEM. For work schedule changes, management will provide as much notice as practicable to the affected employees.

When there is a work schedule adjustment which changes the work schedules of an entire work unit, employee seniority (based on [Article 34](#)) will be used insofar as

practicable to fill the available scheduled slots. It is recognized that disputes arising from this Section of the contract are not grievable, and that decisions will be based upon operating requirements as defined by management.

Management is not precluded from temporarily delaying the placement of employees onto the new schedule, nor subsequently changing the work schedules of one or more employees.

Section 2. Request to Temporarily Modify an Existing Work Schedule.

Subject to operating needs of the Agency, an employee may, with their immediate supervisor's advance approval, temporarily modify their work schedule (regular or alternate) in a workweek not to exceed forty (40) hours. These requests include working OEM public events outside of their regular work schedule. When a change of work schedule is approved, overtime compensation for that workday associated with the changed schedule shall be waived, but not for work over forty (40) hours per week.

Section 3 – Alternate Work Schedules

- A.** Except for work schedules that have a thirty-six/forty-four (36/44) hour work schedule over a two (2) week period of time, and flexible work schedules, an alternate work schedule shall be defined as a work schedule that is other than a five (5) day eight (8) hour work schedule with regularly established starting and stopping times. This section shall not apply to flexible work schedules or work schedules that have thirty-six/forty-four (36/44) hours worked over a period of two (2) calendar weeks. A flexible work schedule is a work schedule which varies the number of hours on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis but not necessarily each day.
- B.** An employee desiring to work an alternate work schedule must submit a written request to their immediate supervisor. This includes requesting an extended unpaid meal period for personal reasons such as exercising during the workday. The employee's written request will address the following areas: 1) how the requested alternate work schedule will not interfere with the employee's ability and availability to perform assigned duties; 2) continue to meet Agency/work unit operational needs; 3) the needs of the public will be met; 4) how the request will not impact other employee's ability to schedule leave to extend their weekends; 5) the forty (40) hour work week will be maintained. The supervisor will review the request and either approve or disapprove the request which includes consideration of the above criteria. If approved, the employee waives any penalty or premium pay as a result of the change into or out of the requested schedule.
- C.** Requests for alternate work schedules shall be considered in order of application. If more than one (1) employee requests for an alternative work schedule on the same day and both requests can not be accommodated, preference shall be given to the employee with the most seniority in the Agency if possible.

- D. Approved alternate work schedules will be reviewed at least annually at the time of the employee's performance evaluation.
- E. Overtime for employees working an alternate work schedule will follow the provisions of this agreement.
- F. The supervisor's decision to grant or deny such a request may be grieved by the Union up to the Department of Administrative Services grievance appeal step. Regardless, at the employee's request, the immediate supervisor will meet with the employee in an effort to fully discuss all concerns.
- G. The supervisor may revoke an employee's alternate work schedule if the schedule no longer meets criteria cited in subsection B herein with fourteen (14) calendar days notice. The Agency's decision shall not be subject to the grievance procedure.

Section 4. Meal and Rest Breaks.

- A. Employees shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour unless mutually agreed otherwise between the employee and the supervisor. Meal periods shall be scheduled at approximately mid-period of the employees' work shift.

Upon request and supervisory approval, employees may combine rest and unpaid meal periods to utilize exercise/wellness facilities within or adjacent to the ARC. Approval will be granted in accordance with operational needs.

- B. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements.

Section 5. Overtime.

- A. This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.
- B. Time worked for the purpose of this Agreement is all paid time, excluding paid time used for sick leave purposes and unscheduled comp time leave.
- C. Eligible employees, as defined by FLSA, shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked over eight (8) or in excess of their daily scheduled hours of work or forty (40) hours in any one (1) workweek. No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2).
- D. The supervisor shall give notice of any overtime to be worked. Overtime worked will be subject to prior supervisory authorization. Prior authorization shall be granted on a case-by-case basis. Overtime will be assigned to the employee

most suited to perform the work. Overtime not requiring assignment to a specific employee will be offered on a voluntary basis to qualified employees from the affected work unit.

- E. Subject to budgetary constraints, an FLSA-eligible employee, except 100% grant funded positions, may choose to accrue up to forty (40) hours of compensatory time off or cash payment for overtime hours worked. At management's discretion, an FLSA-eligible employee may accrue up to an additional forty (40) hours, not to exceed a maximum of eighty (80) hours of compensatory time off.

An FLSA-eligible employee in 100% grant funded positions may choose to accrue up to forty (40) hours of compensatory time off. At management's discretion, an FLSA-eligible employee may accrue up to an additional forty (40) hours not to exceed a maximum of eighty (80) hours of compensatory time off. However, any unused compensatory time off may be cashed out, at the discretion of management, prior to the exhaustion of the grant funds.

Section 6. Compensatory Time Off.

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

Section 7. FLSA Exempt Overtime Compensation.

Employees occupying positions which have been determined by the Agency to be executive, administrative or professional as defined by the Fair Labor Standards Act shall receive time off for authorized time worked in excess of forty (40) hours in a workweek.

The rate of compensation shall be one (1) hour off for one (1) hour of overtime worked. Time off shall be used within the fiscal year earned or shall be lost. The scheduling of time off shall be consistent with provisions for requesting accrued leave time or Agency practice whichever is applicable.

Nothing in this Article modifies, amends or eliminates any specific language in any agreement or Agency practice to modify an employee's work schedule during the same workweek in which authorized overtime is worked.

Section 8. Travel.

When the employee is required by the OEM 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: 2017,2019

ARTICLE 34 - SENIORITY

For current OEM employees, for purposes of compensatory time off and vacation scheduling seniority means all time spent in continuous State service and for employees hired after October 13, 1997 seniority means continuous OEM service. Time spent in temporary service shall not count toward seniority. A break in service is a separation or interruption of employment without pay of more than two (2) years. Periods of leave without pay of fifteen calendar (15) days or more will be deducted from seniority calculations.

Once annually the Union may request OEM to prepare seniority list.

ARTICLE 35 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.

After having served in the State service for six (6) months, full-time classified employees shall be credited with forty-eight (48) hours of vacation leave and thereafter vacation leave shall be accumulated as follows:

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

Part-time employees and full-time employees working less than a month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service and that break does

not exceed two (2) years, the employee shall be given credit for the time worked prior to the break in service for purposes of determining the level of accrual.

Section 2. Determination of Eligibility for Vacation Accrual.

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

Section 3. Determination for Accrual of Vacation Leave.

If an employee has a break in service and that break does not exceed two (2) years, they shall be given credit for the time worked prior to the break in service except for periods of LWOP of fifteen (15) days or more.

Section 4. Termination Vacation Pay.

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

Section 5. Scheduling of Vacations.

A. The supervisor shall provide a sign-up period for vacation between December 1 and December 31. An annual calendar, supplied by the work unit, shall be provided wherein, by seniority as defined in the seniority article, the employee shall select one (1) block of time for the calendar year. A block of time shall be one (1) workweek or consecutive workweeks. After the vacation scheduling period has ended, future vacation requests will be on a first-come, first-served basis, including changes to previously scheduled vacation requests.

Seniority selection of the same block of time shall not be permitted for the next period unless that block remains available after the conclusion of the sign up period.

B. If an employee is transferred, their choice of vacation made during their previous assignment shall be granted unless the choice conflicts with a previously scheduled vacation in the new work unit .

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

C. All vacation requests are subject to the operating needs of OEM.

Section 6. Vacation Accrual.

A. An employee shall be allowed to accumulate a maximum of three hundred fifty (350) hours of vacation leave; however, in the event of layoff, resignation, retirement or termination, any unused vacation up to three hundred (300) hours will be paid to the employee. When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than three hundred (300) hours of

accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the three hundred (300) hours.

- B. An employee transferring in from another State Agency may transfer up to eighty (80) hours of accrued vacation leave.
- C. To avoid losing vacation time an employee who is using sick leave on a compensable work-related injury, may convert to vacation leave until such time they have sufficiently lowered their vacation leave balance. In addition, they may request payment for previously approved vacation leave in excess of two-hundred fifty (250) hours that the employee would not be able to use pursuant to the conversion in this Section.
 - 1. To avoid losing vacation the employee must request vacation leave. When such leave is impossible, a cash payment of not more than forty (40) hours shall be made. In lieu of cash payment, the Employer shall, only after making a good faith effort to reach mutual agreement with the employee, schedule time off in excess of two hundred and fifty (250) hours within sixty (60) days prior to the date the vacation leave would reach three hundred (300) hours.
- D. To avoid losing vacation time, when an employee who has requested time off but the Agency does not approve the time off: an appointing authority may authorize cash payment of forty (40) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial of the vacation leave request. For purposes of this subsection, cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

Section 7.

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

Section 8.

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

Section 9. Vacation Cashout.

In addition to Article 35, Section 6 of the Agreement, employees may cash out up to forty (40) hours of accrued vacation hours each State fiscal year under the following conditions:

- a. Employees must have regular status at the time of the request;
- b. Employees shall receive payment within thirty (30) days from the date of their cash out request made through the human resources information system.
- c. After cash out, employees must have in their leave balance at least sixty (60) hours of accrued vacation leave hours;
- d. Payment shall be at 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 for cash out accrued vacation hours.

REV: 2017, 2019, 2021

ARTICLE 36 - SICK LEAVE

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

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

Section 2. Eligibility for Sick Leave With Pay.

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

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

Regular scheduled time worked and all leave with pay of thirty-two (32) hours or more in each month shall be included in determining the pro rata accrual of sick leave credits.

Section 4. Use of Sick Leave With Pay.

An employee who has earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster child, grandchild, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee has the duty to make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the supervisor to support the employee's claim for sick leave if the employee is absent in excess of three (3) work days or if the supervisor believes that the employee is abusing sick leave privileges. The supervisor may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the supervisor has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.

In addition, an employee shall be eligible to use earned sick leave credits for pre-scheduled routine medical and dental appointments and in cases of emergency medical and dental appointments with authorization from their supervisor.

The employee shall notify their supervisor as soon as possible when utilizing sick leave.

Section 5. Sick Leave With Pay on Termination.

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

Section 6. Restoration of Sick Leave Credits.

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

Section 7. Sick Leave Without Pay.

After earned sick leave has been exhausted, the employee shall be required to use other paid leave prior to requesting sick leave without pay. The supervisor may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and an extended nature to any employee upon request for a period up to one (1) year.

OEM may require that the employee submit a certificate from the attending physician or practitioner in verification of disability. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties as set forth in the employee's position description, such sick leave may be canceled by registered letter to the last known address. Failure to return to work as directed and/or supply a certificate within five (5) days of delivery or attempted delivery of the registered letter shall be deemed a resignation.

Section 8.

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

ARTICLE 37 - HARDSHIP LEAVE

Section 1.

As used in this Article:

- A.** Accumulated leave includes, but is not limited to, sick leave, vacation leave, personal business leave, and compensatory leave accruals.
- B.** "Costs" include all direct and indirect costs, such as wages, insurance premiums, flex benefits, retirement contributions and payroll taxes.
- C.** "Prolonged Illness or Injury" means inability to work because of a catastrophic illness or injury or major medical treatment that the treating physician certifies in writing.

Section 2.

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leaves and compensatory time for use by eligible recipients as sick leave. The Department will allow employees to make donations of accumulated vacation leave and compensatory time, not to exceed the hours necessary to cover for the qualifying absence as provided in paragraph d below, to a co-worker in that Department. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions:

- A.** The recipient and donor must be regular status employees (not in initial trial service) of the Department.

- B. The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.
- C. Use of donated leave shall be consistent with those provisions found in [Article 36](#), Section 2, and while the immediate family members as defined in [Article 36](#), Section 4, or the employee is recuperating or recovering from a catastrophic prolonged illness or injury.
- D. Applications for hardship leave shall be in writing and sent to the Department's Personnel Section and accompanied by the treating physician's written statement certifying that the illness or injury will continue for thirty (30) days or a period of time agreed to by the Appointing Authority following donee's projected exhausting of the accumulated leave. Donated leave may be used intermittently.
- E. Access to hardship leave shall cease if the recipient fails to provide an updated physician's certificate verifying the continuation of the illness or injury within ten (10)-working days of a request for an updated certificate.
- F. Donations shall be credited at the donor's current regular hourly rate of pay.
- G. Employees otherwise eligible for or receiving Workers' Compensation will not be considered eligible to receive donations under this Agreement.
- H. To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to their appointing authority/designee. The appointing authority or designee from both the donor's and recipient's agencies may authorize the transfer of donated leave between agencies, subject to restrictions on the use of dedicated funding sources and/or other legitimate business reasons.

REV: 2015

ARTICLE 38 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

- A. New Year's Day on January 1;
- B. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- C. President's Day on the third Monday in February;
- D. Memorial Day on the last Monday in May;
- E. Juneteenth on June 19;
- F. Independence Day on July 4;
- G. Labor Day on the first Monday in September;
- H. Veterans Day on November 11;
- I. Thanksgiving Day on the fourth Thursday in November;
- J. The Friday after Thanksgiving;
- K. Christmas Day on December 25;

- L. Every day appointed by the Governor of the State of Oregon as a holiday and everyday appointed by the President of the United States as a day of mourning, rejoicing or other special observance only when the Governor also appoints that day as a holiday.

Holidays will normally be considered days off.

Section 2. Observance.

For personnel who work Monday - Friday and normally take all holidays off, each time a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday and each time the holiday specified in Section 1 of this Article falls on a Sunday, the following Monday shall be recognized as the holiday. For personnel who work on Saturday or Sunday and normally take all holidays off, the holiday specified in Section 1 of this Article will be on the day it falls. For other personnel who do not normally take all holidays off, the holiday specified in Section 1 of this Article will be on the day it falls.

A holiday shall be defined as starting at 00:01 on the holiday and ending at twelve midnight (24:00) on the holiday as specified in Section 1 of this Article.

Section 3.

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

Section 4.

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

Section 5.

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

REV: 2015, 2017, 2021

ARTICLE 39 - OTHER LEAVES

Section 1. Leaves With Pay.

- A. Personal Leave.** All employees after completion of initial trial service shall be entitled to receive personal leave days in the following manner:
1. All full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year;
 2. Part-time, seasonal and job share employees shall be granted such leave in a prorated amount of twenty-four (24) hours based on the same percentage or fraction of month they are hired to work, or is subsequently formally modified, provided it is anticipated that they will work 1040 hours during the fiscal year.
 3. Should any employee fail to work 1040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

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

Such leave may be used by an employee for any purpose they desire and may be taken at times mutually agreeable to the OEM and the employee.

- B. Service with a Jury.** An employee shall be granted leave with pay for jury duty. OEM reserves the right to petition for removal of the employee from jury duty if, in OEM's judgment, the operating requirements of OEM would be hampered.
- C. Military Training Leave.** An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States is entitled to fifteen (15) days or one hundred and twenty (120) hours of paid military leave per federal fiscal year, unless a greater number of days 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.

- D. Pre-Retirement Counseling Leave.** Each employee within five (5) years of chosen retirement age or date shall be granted, on a one-time basis, up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement programs. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended day of use.

Authorization for the use of pre-retirement leave shall not be withheld unless OEM 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, OEM shall offer a choice from three (3) other sets of dates. The leave discussed under this Section may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance, and other retirement income.

- E. Court Appearances.** When an employee is not the plaintiff or defendant, they shall be on paid status for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters in connection with the employee's officially assigned duties. When the employee is in paid status, the employee shall turn into OEM any money paid in connection with the appearance.
- F. Test and Interviews.** With written notice to the supervisor, an employee shall be allowed actual time up to two (2) hours with pay to take written pencil and paper tests at the test site(s) related to promotional opportunities within the Department.

Up to eight (8) hours each fiscal year with pay allowed for an interview for a position within State government. During periods of layoff within OEM, employees may use up to eight (8) additional hours for interviews within State government each fiscal year. In no event shall the interview leave exceed sixteen (16) hours per fiscal year.

When OEM requires that an employee applicant must complete additional prescreening/assessments provided by OEM prior to interviewing, the employee may also utilize available leave.

- G.** Leaves with pay shall be used in accordance with FMLA and OFLA.

H. 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 2. Leaves Without Pay.

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

personal leave. However, such reduction in salary will not be made for an FLSA-exempt employee to testify in a court or at a deposition except for full workweek increments where such testimony causes an absence of one (1) or more full workweeks.

- C. Educational Leave.** In instances where the work of OEM will not be hindered by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to OEM approval.
- D. Unauthorized Absence.** Unauthorized leave from duty shall be deemed to be without pay and may be grounds for disciplinary action by OEM. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if extenuating circumstances existed. Any employee who is absent for five (5) consecutive workdays without authorized leave shall be deemed to have resigned unless prevented from notifying the Employer due to circumstances beyond their control.
- E.** Leave without pay shall be granted after exhaustion of other leaves in accordance with FMLA and OFLA, except that an employee is not required to exhaust compensatory time during FMLA-qualifying events. For FMLA-qualifying events, an employee may retain up to a combined total of twenty-four (24) hours of vacation leave, personal business leave or compensatory time. Use of the leaves will be in accordance with this Agreement. Whenever possible, this designation shall be made prior to the beginning of the qualifying leave.
- F.** An employee who has attained regular status may request a leave of absence without pay for up to one (1) year. OEM may grant such leave subject to the operating requirement of the employee's work unit. Requests for such leave must be made in writing at least thirty (30) calendar days in advance. Periods of leaves of absence of fifteen (15) calendar days or more shall not be considered as service in determining the employee's seniority pursuant to [Article 34](#) nor eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability or military leave consistent with Veterans' Reemployment Rights Leave, Title 38, USC Chapter 43.

Section 3. Parental Leave.

Parental leave shall be granted in accordance with federal/state Law as appropriate.

Section 4. Crime Victim Leave.

See ORS 659A.270 to 659A.285.

REV: 2015,2019, 2021

ARTICLE 40 - INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE

Section 1.

- A.** The Employer/OEM designated official(s) may close or curtail offices, facilities, or operations because of inclement/environmental weather, or weather related or

hazardous conditions, including active shooter or threat of violence. The Employer/OEM will announce such closure or curtailment to employees. The Employer/ OEM will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the Parties recognize that changing conditions may require further adjustment. The Employer/OEM may provide this information through methods such as mass notification systems, pre-designated internet web sites, phone trees, radio stations and/or television media. OEM shall notify employees of these designations and post the notices on OEM bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work. For purposes of this Article essential staff are those staff who cannot perform their core job duties or essential Agency functions from a remote work location. Essential staff/positions shall be designated by OEM by November 1 of each year. Such designations may be modified with two weeks (2) 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/OEM has announced a delayed opening pursuant to Section 1(A), employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. 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/Agency chooses to close an office or facility before the start of an employee's work day the employee may, with their manager's approval:
 - 1. work from home, or
 - 2. Work from an alternate work location that is no more than fifty (50) miles from their regular work location which has been identified by mutual agreement between the employee and the supervisor.

Section 2. FLSA Non Exempt Employees Only.

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

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

3. The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change. The employee may be approved to flex their time to engage in training through the electronic employee training platform or other Agency approved resources remotely. Such approval will not be unreasonably denied. Employees engaging in these options will waive their shift differential for such time; or,
4. Complete supervisory approved remote training 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 the Employer/OEM notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift. FLSA exempt employees shall be paid for the work shift. An FLSA-exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one (1) or more full workweek(s)

Section 4.

Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave.

Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation. Inclement weather/hazardous conditions leave not used during the biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service. Part time employees will receive a prorated amount of inclement weather leave when applicable.

Section 5.

When in the judgment of the Employer/OEM, inclement/environmental, weather or weather related hazardous conditions, including active shooter or threat of violence require the closing of the work place following the beginning of an employee's work shift, the employee shall be paid for the remainder of their work shift.

Section 6. Alternate Work Sites.

Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked.

Employees who have been pre-approved to work remotely and unable to complete their assigned duties due to a loss of electricity or loss of the internet providers service due to

inclement conditions will pursue alternative methods for completing their assigned duties. However, employees unable to work through an alternative method will be eligible for inclement conditions leave not to exceed the forty (40) hours a biennium.

Section 7. Late or Unable to Report.

Where OEM remains open and an employee notifies their supervisors that they are unable to report to work, or will be late, due to inclement weather, weather related, or hazardous conditions including active shooter or threat of violence, the employee shall be allowed to use accrued vacation leave, compensatory time 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 OEM 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 OEM. The Employer/OEM 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: 2017, 2021

ARTICLE 41 - INCLEMENT CONDITIONS – FLSA-EXEMPT EMPLOYEES

Section 1.

When in the judgment of the Employer/OEM, weather conditions require the closing of the work place after an FLSA-exempt employee reports to work, the FLSA- exempt employee shall be paid for the remainder of their work shift.

Section 2.

OEM may notify exempt employees not to report to work prior to the beginning of the work shift because of inclement weather or hazardous conditions. In such cases, OEM will use radio or television announcements to attempt to notify employees of the closure prior to their leaving home. OEM shall notify all employees of its radio or television selection by posting that notice on OEM bulletin boards.

If notice of closure occurs prior to the beginning of the work shift and the exempt employee is not otherwise approved to be on pre-scheduled leave or authorized to report to work at another location, the employee shall be paid for the work shift. However, an exempt employee may be required to use paid leave where the closure applies to that employee for a full workweek.

Section 3.

Where local conditions dictate, exempt employees shall notify their supervisors that they are unable to report or will be late in reporting for work. In the event that the employee elects not to report to work the employee shall use accrued vacation leave or compensatory time or leave without pay.

ARTICLE 42 - WORKER'S COMPENSATION

Injured workers return to work shall be in accordance with appropriate OEM Policy and State law. Violations shall be pursued through the appropriate Worker's Compensation Board, BOLI, or insurance carrier.

Provisions contained in OEM policy may not be less than outlined in the law.

ARTICLE 43 - CALL BACK TIME

Section 1.

An employee who is called back to work outside their regular shift, will receive the appropriate rate of compensation in accordance with this Agreement for hours actually worked, but in no event will the employee be paid less than two (2) hours at the straight time rate of pay.

Section 2.

This provision will not apply when call back results from employee oversight (e.g., taking home necessary keys, equipment). This provision does not prevent OEM from calling employees for information not requiring call back. The employee will not be required to remain at home or available unless on standby or on-call as appropriate.

Section 3.

An employee who receives a call from management outside normal working hours and is not required to go to the worksite shall receive appropriate compensation for the work activity that shall be dependent on whether:

- A. The employee is eligible for overtime;
- B. The phone call is of at least fifteen (15) minutes duration; and
- C. A record of the call is maintained on a standard log format and is certified correct by the employee.

If all of the above conditions are met, the time shall be counted as time worked and paid pursuant to [Article 33](#) for eligible employees.

ARTICLE 44 - LEADWORK

Section 1.

Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor in writing "leadwork" duties for ten (10) consecutive calendar days or longer provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where, on a recurring daily basis, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards; and provide informal assessment of workers' performance to the supervisor.

Section 2.

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

Section 3.

Leadwork differential shall not be computed at the rate of time and one-half (1 ½) for the time worked in an overtime or holiday work situation, or to effect a "pyramiding" of work out-of-classification payments. However, leadwork differential shall be included in calculation of the overtime rate of pay.

Section 4.

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

ARTICLE 45 - 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 OEM HR Office within fifteen (15) calendar days of written notification by OEM of placement into the new class. Employees sharing the same or substantially similar position descriptions or employees OEM 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.

OEM 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 OEM;
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 OEM. 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 OEM'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 OEM'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 OEM 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 OEM indicates that no change in duties is anticipated prior to refilling the position.
- F. This process terminates upon completion of the allocation process.

ARTICLE 46 - BILINGUAL DIFFERENTIAL

A differential of five percent (5%) over base rate will be paid to employees required to be proficient and use bilingual skills (i.e., interpretation and translation to and from English to another foreign 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 employee's individual position's position description. The decision to assign bilingual duties to an employee is at the sole discretion of management.

ARTICLE 47 - TEMPORARY INTERRUPTION OF EMPLOYMENT

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

ARTICLE 48 – 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.

REV: 2017, 2021

ARTICLE 49 – 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 50 – 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 51 – AIR QUALITY

Section 1.

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

Section 2. Outdoor Work and Air Quality.

Employees who are required to work outside when outdoor air concentration for PM2.5 reach at or above 55.5 ug/m³ (equivalent to an AQI at or above 151) will be provided with the appropriate OSHA recommended safety equipment.

Section 3.

When elevated AQI levels require a building closure or delayed opening, the Inclement Conditions/Hazardous Condition Leave will apply. All other provision of [Article 41— Inclement Weather/Hazardous Conditions](#) apply for elevated AQI which falls under a Hazardous Condition.

NEW: 2021

LETTER OF AGREEMENT - ARTICLE 21, 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 21](#), 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 26 – PART TIME MEDICAL INSURANCE
COMPUTATION AND SUBSIDY

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

1. For Plan Years 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 26](#), Section 2 (Insurance) as follows:

Part Time Employees Insurance:

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

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

The employee will pay the premium balance.

LETTER OF AGREEMENT – ARTICLE 26 -- PEBB MEMBER ADVISORY COMMITTEE

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

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

Therefore, the Parties agree to the following:

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

This Agreement will sunset on June 30, 2023.

LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS

1. Notice

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

2. New Employee Orientation

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

LETTER OF AGREEMENT – STATE WORKER TRAINING FUND

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

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

In order to accomplish these goals, the Parties will:

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

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

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

Timeline:

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

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

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

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

LETTER OF AGREEMENT – CONTRACT SPECIALIST

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

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

The Parties agree to the following:

Selection and Appointment of Contract Specialists:

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

Pay and Benefits:

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

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

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

Travel and Reimbursements:

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

Duties:

- A. The Contract Specialist, DAS Labor Relations Unit and Agency Human Resources staff shall work cooperatively when performing the following duties:
 - 1. Interpret and administer the local Agency Collective Bargaining Agreement.
 - 2. Education on the local Agency Collective Bargaining Agreement.
 - 3. Provide guidance in grievance and problem resolution.
 - 4. Improve steward capacity.
 - 5. Work toward consistent application of the local Agency Collective Bargaining Agreement.
 - 6. Provide guidance on developing and improving labor/management committees.
 - 7. 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 – 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 – PAYROLL COMPUTATION PROCEDURES

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

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

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

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

LETTER OF AGREEMENT – PANDEMIC RECOGNITION PAY

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

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

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

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

- 2) Payments will be made as follows:
 - a. Frontline workers who worked between four hundred and eighty (480) non-telecommuting hours to one thousand and thirty-nine (1,039) non-telecommuting hours will receive a one-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 – NATURAL DISASTER LEAVE

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

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

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

1. An employee who, due to a natural disaster, has:
 - a. lost their home (primary residence);
 - b. lost use of their primary residence (deemed uninhabitable); or
 - c. lost access to their primary residence,shall be eligible for a maximum of eighty (80) hours of paid administrative leave, prorated for part-time employees. This leave will be available for intermittent use.

2. Employees who have used the eighty (80) hours of paid administrative leave identified in #1 may request donated leave. Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their accrued vacation or compensatory leave.

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

**LETTER OF AGREEMENT – 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 – 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

CLASSIFICATION TITLE	SALARY RANGE
Accountant 1	23
Accountant 2	27
Administrative Specialist 1	17
Administrative Specialist 2	20
Facilities Engineer 3	29
Fiscal Analyst 2	27
Information Systems Specialist 3	24I
Information Systems Specialist 4	25I
Information Systems Specialist 5	28I
Information Systems Specialist 6	29I
Information Systems Specialist 7	31I
Office Specialist 2	15C
Planner 1	23
Planner 2	27
Planner 3	30
Planner 4	32
Program Analyst 1	23
Program Analyst 2	27
Program Analyst 3	29
Program Analyst 4	31

APPENDIX B - SALARY SCHEDULES

SALARY SCHEDULE AS OF JULY 1, 2021											
<u>Salary Range</u>	<u>Pay/Range Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
15C	AP	2876	2979	3093	3224	3363	3507	3664	3840	4026	4222
17	AP	3031	3157	3292	3432	3583	3749	3932	4121	4317	4516
20	AP	3432	3580	3749	3932	4121	4311	4516	4744	4971	5206
21	AP	3580	3749	3932	4121	4311	4516	4744	4971	5206	5459
23	AP	3932	4121	4311	4516	4744	4971	5206	5459	5721	6004
23	AP	3932	4121	4311	4516	4744	4971	5206	5459	5721	6004
23	AP	3932	4121	4311	4516	4744	4971	5206	5459	5721	6004
24I	IP	4147	4344	4551	4760	4983	5219	5463	5720	5990	6274
25I	IP	4501	4711	4930	5164	5406	5660	5926	6205	6497	6803
27	AP	4744	4971	5206	5459	5721	6005	6301	6602	6929	7260
27	AP	4744	4971	5206	5459	5721	6005	6301	6602	6929	7260
27	AP	4744	4971	5206	5459	5721	6005	6301	6602	6929	7260
27	AP	4744	4971	5206	5459	5721	6005	6301	6602	6929	7260
28I	IP	5022	5262	5506	5768	6038	6321	6620	6932	7258	7600
29	AP	5206	5459	5721	6004	6301	6602	6929	7260	7620	7995
29	AP	5206	5459	5721	6004	6301	6602	6929	7260	7620	7995
29I	IP	5374	5623	5890	6167	6459	6761	7079	7415	7761	8124
30	AP	5459	5721	6004	6301	6602	6929	7260	7620	7995	8391
31	AP	5721	6004	6301	6602	6929	7260	7620	7994	8391	8807
31I	IP	5949	6229	6523	6829	7151	7489	7840	8208	8591	8992
32	AP	6004	6301	6602	6929	7260	7620	7994	8391	8807	9219

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

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

SALARY SCHEDULE AS OF DECEMBER 1, 2021											
<u>Salary Range</u>	<u>Pay/Range Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
15C	AP	2961	3064	3178	3309	3448	3595	3756	3936	4127	4328
17	AP	3116	3242	3377	3518	3673	3843	4030	4224	4425	4629
20	AP	3518	3670	3843	4030	4224	4419	4629	4863	5095	5336
21	AP	3670	3843	4030	4224	4419	4629	4863	5095	5336	5595
23	AP	4030	4224	4419	4629	4863	5095	5336	5595	5864	6154
23	AP	4030	4224	4419	4629	4863	5095	5336	5595	5864	6154
23	AP	4030	4224	4419	4629	4863	5095	5336	5595	5864	6154
24I	IP	4251	4453	4665	4879	5108	5349	5600	5863	6140	6431
25I	IP	4614	4829	5053	5293	5541	5802	6074	6360	6659	6973
27	AP	4863	5095	5336	5595	5864	6155	6459	6767	7102	7442
27	AP	4863	5095	5336	5595	5864	6155	6459	6767	7102	7442
27	AP	4863	5095	5336	5595	5864	6155	6459	6767	7102	7442
27	AP	4863	5095	5336	5595	5864	6155	6459	6767	7102	7442
28I	IP	5148	5394	5644	5912	6189	6479	6786	7105	7439	7790
29	AP	5336	5595	5864	6154	6459	6767	7102	7442	7811	8195
29	AP	5336	5595	5864	6154	6459	6767	7102	7442	7811	8195
29I	IP	5508	5764	6037	6321	6620	6930	7256	7600	7955	8327
30	AP	5595	5864	6154	6459	6767	7102	7442	7811	8195	8601
31	AP	5864	6154	6459	6767	7102	7442	7811	8194	8601	9027
31I	IP	6098	6385	6686	7000	7330	7676	8036	8413	8806	9217
32	AP	6154	6459	6767	7102	7442	7811	8194	8601	9027	9449

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

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

SALARY SCHEDULE AS OF DECEMBER 1, 2022

<u>Salary Range</u>	<u>Pay/Range Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
15C	AP	3061	3164	3278	3412	3555	3706	3872	4058	4255	4462
17	AP	3216	3343	3482	3627	3787	3962	4155	4355	4562	4772
20	AP	3627	3784	3962	4155	4355	4556	4772	5014	5253	5501
21	AP	3784	3962	4155	4355	4556	4772	5014	5253	5501	5768
23	AP	4155	4355	4556	4772	5014	5253	5501	5768	6046	6345
23	AP	4155	4355	4556	4772	5014	5253	5501	5768	6046	6345
23	AP	4155	4355	4556	4772	5014	5253	5501	5768	6046	6345
24I	IP	4383	4591	4810	5030	5266	5515	5774	6045	6330	6630
25I	IP	4757	4979	5210	5457	5713	5982	6262	6557	6865	7189
27	AP	5014	5253	5501	5768	6046	6346	6659	6977	7322	7673
27	AP	5014	5253	5501	5768	6046	6346	6659	6977	7322	7673
27	AP	5014	5253	5501	5768	6046	6346	6659	6977	7322	7673
27	AP	5014	5253	5501	5768	6046	6346	6659	6977	7322	7673
28I	IP	5308	5561	5819	6095	6381	6680	6996	7325	7670	8031
29	AP	5501	5768	6046	6345	6659	6977	7322	7673	8053	8449
29	AP	5501	5768	6046	6345	6659	6977	7322	7673	8053	8449
29I	IP	5679	5943	6224	6517	6825	7145	7481	7836	8202	8585
30	AP	5768	6046	6345	6659	6977	7322	7673	8053	8449	8868
31	AP	6046	6345	6659	6977	7322	7673	8053	8448	8868	9307
31I	IP	6287	6583	6893	7217	7557	7914	8285	8674	9079	9503
32	AP	6345	6659	6977	7322	7673	8053	8448	8868	9307	9742

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

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

SIGNATURE PAGE – AFSCME – OREGON EMERGENCY MANAGEMENT

The Collective Bargaining Agreement was signed on July 27th, 2021.

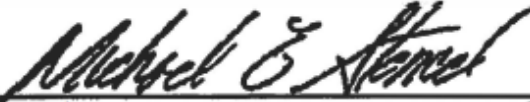
FOR THE EMPLOYER



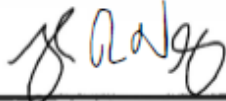
Katy Coba, Director DAS



Madilyn Zike, Chief Human Resources Officer, DAS



Maj. Gen. Michael E. Stencel, The Adjutant General, Oregon Military Department

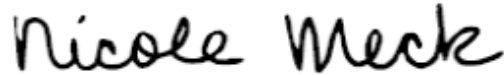


John R. Nees, Chief Negotiator, DAS LRU



Tracy Garcia, Bargaining Team Member

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES



Nicole Meck, AFSCME Council 75 Representative



, Bargaining Team Member

