



# COLLECTIVE BARGAINING AGREEMENT

*between*

## DAS

THE DEPARTMENT OF  
ADMINISTRATIVE SERVICES

*on behalf of the*

OFFICE OF THE LONG  
TERM-CARE OMBUDSMAN

*and*

## AFSCME

LOCAL 2581-2 / COUNCIL 75,  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2021

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## TABLE OF CONTENTS

ARTICLE	PAGE
<b>PREAMBLE</b>	<b>4</b>
<b>ARTICLE 1 – SCOPE OF AGREEMENT</b>	<b>4</b>
<b>ARTICLE 2 – TERM OF AGREEMENT</b>	<b>4</b>
<b>ARTICLE 3 – COMPLETE AGREEMENT/SEPARABILITY/SAVINGS</b>	<b>4</b>
<b>ARTICLE 4 – NO STRIKE OR LOCKOUT</b>	<b>5</b>
<b>ARTICLE 5 – EQUAL OPPORTUNITY</b>	<b>6</b>
<b>ARTICLE 6 – MANAGEMENT RIGHTS</b>	<b>6</b>
<b>ARTICLE 7 – CONTRACTING OUT</b>	<b>7</b>
<b>ARTICLE 8 – IMPLEMENTATION OF NEW CLASSES – APPEALS PROCESS</b>	<b>9</b>
<b>ARTICLE 9 – TEMPORARY INTERRUPTION OF EMPLOYMENT</b>	<b>10</b>
<b>ARTICLE 10 – OTHER LEAVES</b>	<b>10</b>
<b>ARTICLE 11 – CLASSIFICATION AND CLASSIFICATION CHANGES</b>	<b>13</b>
<b>ARTICLE 12 – MILEAGE, TRAVEL, AND MOVING REIMBURSEMENT</b>	<b>18</b>
<b>ARTICLE 13 – HOLIDAYS</b>	<b>18</b>
<b>ARTICLE 14 – VACATION LEAVE</b>	<b>19</b>
<b>ARTICLE 15 – HARDSHIP LEAVE</b>	<b>22</b>
<b>ARTICLE 16 – PERSONAL LEAVE DAYS</b>	<b>23</b>
<b>ARTICLE 17– SICK LEAVE</b>	<b>23</b>
<b>ARTICLE 18 – UNION SECURITY</b>	<b>25</b>
<b>ARTICLE 19 – COMPLAINT/INVESTIGATION PROCEDURE SAFEGUARDS</b>	<b>29</b>
<b>ARTICLE 20 – PERSONNEL RECORDS</b>	<b>29</b>
<b>ARTICLE 21 – GRIEVANCE PROCEDURES</b>	<b>31</b>
<b>ARTICLE 22 – DISCIPLINE AND DISCHARGE</b>	<b>33</b>
<b>ARTICLE 23 – TRIAL SERVICE</b>	<b>35</b>
<b>ARTICLE 24 – PERFORMANCE APPRAISAL</b>	<b>36</b>
<b>ARTICLE 25 – RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS</b>	<b>36</b>
<b>ARTICLE 26 – PAYDAY AND PAY ADVANCES</b>	<b>37</b>
<b>ARTICLE 27 – SALARIES</b>	<b>38</b>
<b>ARTICLE 28 – OVERTIME</b>	<b>39</b>
<b>ARTICLE 29 – LEADWORK DIFFERENTIAL</b>	<b>40</b>
<b>ARTICLE 30 – HEALTH AND WELFARE INSURANCE</b>	<b>40</b>
<b>ARTICLE 31 – SALARY ADMINISTRATION</b>	<b>41</b>
<b>ARTICLE 32 – INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE</b>	<b>42</b>
<b>ARTICLE 33 – SAFETY AND HEALTH</b>	<b>45</b>
<b>ARTICLE 34 – FILLING OF VACANCIES</b>	<b>47</b>
<b>ARTICLE 35 – EDUCATION, TRAINING AND DEVELOPMENT</b>	<b>47</b>
<b>ARTICLE 36 – HOURS OF WORK</b>	<b>47</b>
<b>ARTICLE 37 – LIMITED DURATION APPOINTMENT</b>	<b>49</b>
<b>ARTICLE 38 – JOB SHARING</b>	<b>50</b>
<b>ARTICLE 39 – LAYOFF</b>	<b>51</b>
<b>ARTICLE 40 – WORKERS’ COMPENSATION</b>	<b>56</b>
<b>ARTICLE 41 – AGENCY PERSONNEL POLICIES</b>	<b>57</b>
<b>ARTICLE 42 – SUCCESSOR NEGOTIATIONS</b>	<b>58</b>
<b>ARTICLE 43 – WORKING REMOTELY</b>	<b>58</b>
<b>ARTICLE 44 - VOLUNTARY MEDICAL SEPARATION</b>	<b>61</b>
<b>ARTICLE 45 – EXIT INTERVIEWS</b>	<b>61</b>

<b>ARTICLE 46 – AIR QUALITY .....</b>	<b>62</b>
<b>LETTER OF AGREEMENT – ARTICLE 7, CONTRACTING OUT - FEASIBILITY STUDY .....</b>	<b>63</b>
<b>LETTER OF AGREEMENT – ARTICLE 11 – CLASSIFICATION AND CLASSIFICATION CHANGES POSITION REVIEW STUDY .....</b>	<b>64</b>
<b>LETTER OF AGREEMENT – ARTICLE 30 PEBB MEMBER ADVISORY COMMITTEE.....</b>	<b>65</b>
<b>LETTER OF AGREEMENT - ARTICLE 30 – PART TIME MEDICAL INSURANCE COMPUTATION AND SUBSIDY .....</b>	<b>66</b>
<b>LETTER OF AGREEMENT – ON-CALL.....</b>	<b>67</b>
<b>Oregon Public Guardian &amp; Conservator.....</b>	<b>67</b>
<b>LETTER OF AGREEMENT – LABOR MANAGEMENT COMMITTEE OLTCO.....</b>	<b>68</b>
<b>LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS .....</b>	<b>69</b>
<b>LETTER OF AGREEMENT – STATE WORKER TRAINING FUND .....</b>	<b>70</b>
<b>LETTER OF AGREEMENT – CONTRACT SPECIALIST .....</b>	<b>72</b>
<b>LETTER OF AGREEMENT – ESSENTIAL WORKER INCLEMENT WEATHER/HAZARDOUS CONDITIONS PAY .....</b>	<b>75</b>
<b>LETTER OF AGREEMENT – NATURAL DISASTER LEAVE.....</b>	<b>76</b>
<b>LETTER OF AGREEMENT – PAYROLL COMPUTATION PROCEDURES .....</b>	<b>77</b>
<b>LETTER OF AGREEMENT – PANDEMIC RECOGNITION PAY.....</b>	<b>78</b>
<b>LETTER OF AGREEMENT – STATE POLICY 50.050.01 WORKING REMOTELY UPDATES .....</b>	<b>79</b>
<b>LETTER OF AGREEMENT – CHILDCARE AND ELDERCARE EXPLORATORY COMMITTEE.....</b>	<b>80</b>
<b>APPENDIX A – CLASS NUMBER, TITLE AND SALARY RANGE .....</b>	<b>81</b>
<b>APPENDIX B – SALARY SCHEDULES.....</b>	<b>82</b>
<b>2021 – 2023 SIGNATURE PAGE – AFSCME –OFFICE OF THE LONG TERM CARE OMBUDSMAN .....</b>	<b>84</b>

## **PREAMBLE**

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services Labor Relations on behalf of the Office of the Long Term Care Ombudsman (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees, Local 3581-2 (hereinafter the "Union"), for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

## **ARTICLE 1 – SCOPE OF AGREEMENT**

### **Section 1.**

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: all classified employees of the State of Oregon, Long Term Care Ombudsman, excluding supervisory, managerial, confidential, and temporary, and part-time employees working less than thirty-two (32) hours per month.

### **Section 2.**

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

## **ARTICLE 2 – TERM OF AGREEMENT**

### **Section 1.**

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

### **Section 2.**

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

*Rev: 2015, 2017, 2019, 2021*

## **ARTICLE 3 – COMPLETE AGREEMENT/SEPARABILITY/SAVINGS**

### **Section 1. Complete Agreement.**

This Agreement is the full and complete Agreement between the Employer and the Union resulting from negotiations held pursuant to the provisions of ORS 243.650 eq. seq. It is acknowledged that, during negotiations which resulted in this Agreement, each

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

## **Section 2. Legislative Action.**

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

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

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

## **Section 3. Savings.**

In the event any provision of this Agreement is declared invalid by any court or 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 shall remain in effect. The Employer and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

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

## **ARTICLE 4 – NO STRIKE OR LOCKOUT**

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

The Employer agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. The Employer agrees that, during the term of this Agreement, there will be no lockout. In the event employees are unable to perform their assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

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

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

## **ARTICLE 5 – EQUAL OPPORTUNITY**

### **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, national origin, disability, marital status, or political affiliation. The Employer and the Union agree to continue their policies regarding equal opportunity consistent with applicable Federal and State laws and regulations.

### **Section 2.**

All complaints alleging unlawful discrimination in violation of this Agreement shall be submitted to the Agency Head and/or the Human Resources designee. 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 Agency Head or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the Agency to the complainant and the Union. If the complaint is not satisfactorily resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries for resolution. For complaints involving sexual orientation, the Employer shall apply and adhere to applicable federal and state laws.

### **Section 3.**

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

## **ARTICLE 6 – MANAGEMENT RIGHTS**

The Union agrees that the Employer and the Agency retain all inherent rights of management and hereby recognize the sole and exclusive right of the State of Oregon, as the Employer, to operate and manage its affairs in accordance with its responsibilities to maintain efficient governmental operations. The Employer retains all rights to direct the work of its employees, including, but not limited to, the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, standards and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or part of the operation shall continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against

employees; to lay off employees; to recall employees; to require overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

## **ARTICLE 7 – 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 on 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 such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board. Pursuant to [Article 39](#) 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 34 \(Filling of Vacancies\)](#), this Article shall prevail.
- c. An employee may exercise all applicable rights under [Article 39 \(Layoff\)](#).

#### **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 CHRO Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

#### **Section 6. Review of Contracted Work**

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



## **ARTICLE 8 – 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:

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

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

- (1) The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
  - (2) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
  - (3) The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.
- b. If denied, the Union may appeal the Agency's decision in writing to the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two (2) resource persons, one (1) designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

In this process each of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union

and Labor Relations Unit shall be notified. If the parties concur that shall end the allocation appeal. In the event the committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation.

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

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

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

## **ARTICLE 9 – 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 10 – OTHER LEAVES**

### **Section 1. Leaves With Pay.**

- a. **Pre-Retirement Counseling Leave.** Employees shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended date of use.

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

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

- b. **Service With A Jury.** An employee shall be granted leave with pay for service with a jury when such service occurs during the employee's regularly scheduled shift. When an employee works hours other than those coinciding with the jury service, the employee must request a change in work schedule. The Agency shall grant the employee's request upon receipt of a copy of the jury summons. The employee may keep any money paid by the court for serving on a jury. The Agency reserves the right to petition for removal of the employee from jury duty.
- c. **Court Appearances.** When any employee is not the plaintiff or defendant, the employee shall be granted leave with pay for the appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.
- d. **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.

- e. **Military Emergency Services Leave.** An employee who is a member of the Oregon National Guard or other reserve component may use vacation, personal business, comp time, or leave without pay at their discretion to cover the absence to perform this duty. The employee shall return to work on the next normally scheduled work day following deactivation unless otherwise authorized by their supervisor.

- f. **Test and Interview Leave.** With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to transfer or promotional opportunities within the Agency; up to eight (8) hours per year annually with pay shall be allowed for an interview for a position with another State agency. In times of layoff an additional eight (8) hours per year will be available to employees.

Authorization for the use of test and interview leave shall not be withheld unless the Agency determines that the use of such leave shall hinder the efficiency of the employee's work unit.

g. **Bereavement Leave.**

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

## **Section 2. Leaves Without Pay.**

- a. **Military Leave Without Pay.** An employee in the State service shall be entitled to a military leave of absence without pay during a period of service

with the armed forces of the United States. However, such reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks. The employee shall, upon honorable discharge from such service, be returned to a position in the same class as the employee's last held position, if available, 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 the employee is not physically qualified to perform the duties of their former position by reason of such service, the employee shall be reinstated in other work that the employee is able to perform at the nearest appropriate level of pay of the employee's former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43.

- b. **Court Appearance Leave Without Pay.** An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA-exempt employee except for full workweek increments where such leave causes an absence of one (1) of more full workweeks.
- c. **Employee Leave.** In instances where the work of the Agency 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 Agency Approval.
- d. **Parental Leave.** A parent shall be granted a leave of absence without pay for a reasonable period of time, not to exceed six (6) months, dependent upon Agency workload requirements, to care for a new baby. Extensions beyond the six (6) months or alternate work schedules may be arranged by mutual agreement between employee and supervisor.
- e. **Family Medical Leave.** The Employer intends to conform its policies and practices consistent with the federal Family Medical Leave Act and the Oregon Family Leave Act.
- f. **Crime Victim Leave.** See ORS 659A.275.

*Rev: 2015, 2019, 2021*

## **ARTICLE 11 – CLASSIFICATION AND CLASSIFICATION CHANGES**

### **Section 1. Work Out of Classification.**

- a. **Temporary Work Out of Classification (WOC) Assignment.** When an employee is assigned, in writing, by the supervisor for a limited time period to perform the major distinguishing duties of a position at a higher level

classification for ten (10) consecutive calendar days, that employee shall be paid at the first step in the assigned classification or five percent (5%) more than their current rate of pay, whichever is greater.

When such assignments are made to work out of classification for more than ten (10) consecutive 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.

- b. An employee who is underfilling a position shall be informed in writing that the employee is 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 to the position, the employee shall be reclassified.
- c. An employee who accepts duties out of classification for training or developmental purposes shall have an agreement in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. Such assignment shall not exceed six (6) months. A copy of the notice shall be placed in the employee's file.
- d. **WOC Assignment Pending Reclassification.** When a work out of classification assignment to a higher level is pending approval of a reclassification, pay shall be equivalent to one of the steps in the higher (WOC) classification's salary range. Appropriate WOC pay shall be the greater of:
  - (1) The difference between the employee's base rate of pay and the first step of the higher (WOC) classification's salary range; or
  - (2) The difference between the employee's base rate of pay and the next higher rate of pay in the higher (WOC) classification's salary range;
  - (3) If the appropriate WOC pay above [(1) or (2)] is less than a two and one-half percent (2.5%) increase above the employee's base rate of pay, the Agency may use the next higher rate of pay in the higher classification's salary range to calculate WOC pay.

## **Section 2. Revision of Classification Series.**

- a. Prior to implementation of new classifications, or major revisions of existing classifications, the parties will negotiate rates of pay, effective date and method of implementation.
- b. Should the Agency establish a new classification or materially revise an existing classification during the life of this Agreement, the parties shall meet and negotiate the salary range for the new or revised classification.
- c. When an agency determines a position is to be reviewed to determine Overtime (OT) eligibility, the local President or designee shall be notified.

## **Section 3. Reclassification Procedure.**

- a. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Agency Personnel Office.

- b. Agency shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of reclassification request, the Agency shall notify the Union of its findings. If the findings indicate reclassification, the Agency shall decide to seek approval if necessary or remove duties.

#### **Section 4. Upward Reclassification.**

When a position is reclassified upward, a regular incumbent shall be continued in the position. The employee shall be advanced to the higher classification with the same status held in the lower classification if the employee 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 5. Downward Reclassification.**

- a. When a position is reclassified to another classification at the same pay level or to a classification that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new classification.
- b. The Agency shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so at least thirty (30) days prior to the effective date.
- c. When an employee is reclassified downward, the employee's rate of pay shall be the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary review and eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified.
- d. No employee with the same duties within the same classification in the same geographic area shall be reclassified downward while other employees with less service credits remain in the original classification.

#### **Section 6. Equal Reclassification Rate.**

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

#### **Section 7. Pay for Upward Reclassification.**

Rate of pay upon upward reclassification shall be given no less than the first step of the new salary range. If the old salary range rate of pay is equal to or higher than the first step of the new salary range, the employee shall receive a salary increase to an established rate of pay (step) within the new salary range. If the new salary rate is less than a two and one-half percent (2.5%) increase, then the employee's rate shall be the next step of the new salary range. In no case shall it exceed the new salary range maximum.

### **Section 8. Pay Date of Upward Reclassification.**

- a. Effective date of reclassification payment shall be the first of the month following the month in which the reclassification request was received by the Personnel Office.
- b. The current salary eligibility date (SED) is generally retained. However, if the employee's SED is no longer available because the employee was at the maximum rate in the previous classification, the last SED in the previous classification will be used.

### **Section 9. Pay for Upward Reclassification Denial.**

If the 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 the Agency Personnel Officer to the date the duties were removed.

### **Section 10. Denied Reclassification/Involuntary Reclassification Appeal Process.**

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

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

Employer/Union Classification Appeal Committee: The committee shall be 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, 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 be apportioned as in the arbitrators' judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

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

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

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

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

## **Section 11.**

If the Employer establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the Employer shall notify the Union in writing within seven (7) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the Employer in writing within thirty (30) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the thirty (30)-day period, the parties shall meet within fourteen (14) days of above notification to discuss the matter. If an agreement is not reached within thirty (30) days, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted to the Employment Relations Board within the specified thirty (30)-day period, the matter shall be considered resolved.

*Rev: 2015*

## **ARTICLE 12 – MILEAGE, TRAVEL, AND MOVING REIMBURSEMENT**

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

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

### **Section 2. 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 13 – 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; and
- l. Every day appointed by the Governor of the State of Oregon as a holiday and everyday appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

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

### **Section 2. Special Day.**

In addition to the holidays specified in this Article, all full-time employees shall receive eight (8) hours of paid leave. Part-time and job share employees shall receive prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work. Employees may request the option of using this paid leave on any workday during the calendar year. Approved usage of this leave shall be taken in a single block of time and granted on a basis which shall preclude the closure of state facilities.

### **Section 3. Holiday Eligibility.**

All employees, except those on leave without pay status the day before or the day after the recognized holiday, shall be compensated at the straight time rate for up to eight (8) hours for each recognized holiday listed in Section 1, pursuant to a and b below, provided the employee works thirty-two (32) hours or more during the month or appropriate pay period and meets the pay status test as specified below. Holiday pay shall be based on an eight (8) hour day. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

- a. Full-time employees shall receive eight (8) hours of holiday pay, provided they are in pay status their normal scheduled workday immediately before and immediately following the designated holiday.
- b. If the part-time employee is on paid status on the normally scheduled workday before or after the holiday they shall be compensated at the straight time rate on a pro-rata basis for each holiday during the month in which the employee works thirty-two (32) hours or more.

### **Section 4. Work on a Holiday.**

Employees who are required to work on recognized holidays shall be entitled to the holiday pay as provided for by Section 3 of this Article plus compensatory time off or cash for all such time worked at the rate of time and one-half (1-1/2). The rate at which an employee shall be compensated for working on a holiday shall not exceed the rate of time and one-half (1-1/2) in addition to holiday pay.

An employee will receive compensatory time off for holiday time worked unless the employee requests, in writing, cash, within budgetary constraints. The compensatory time accrual limits established in [Article 28 \(Overtime\)](#) shall apply.

*Rev: 2015, 2021*

## **ARTICLE 14 – VACATION LEAVE**

### **Section 1.**

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

After 6 months through 5th year	12 workdays for each 12 calendar months of service (8 hours per month)
After 5th year through tenth 10th year	15 workdays for each 12 calendar months of service (10 hours per month)
After 10 <sup>th</sup> year through 15th year	18 workdays for each 12 calendar months of service (12 hours per month)
After 15th year through 20th year	21 workdays for each 12 calendar months of service (14 hours per month)
After 20 <sup>th</sup> year through 25 <sup>th</sup> year	24 workdays for each 12 calendar months of service (16 hours per month)
After 25 <sup>th</sup> year	27 workdays for each 12 months of service (18 hours per month)

**Section 2.**

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

**Section 3.**

In the event of an employee's death, all monies due him/her for accumulated vacation or salary shall be paid as provided by law.

**Section 4.**

Vacation credit shall continue to be earned while an employee is using paid leave.

**Section 5.**

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

**Section 6.**

Time spent in actual State service or on military leave, educational leave or job-incurred disability leave without pay shall be considered as time in the State service in determining the length of service for vacation accrual rate.

**Section 7.**

Vacation hours may accumulate to a maximum of three hundred fifty (350) hours; however, in the event of layoff, resignation, retirement or termination, any unused vacation up to three hundred (300) hours only will be paid to the employee. An appointing authority may authorize cash payment of forty (40) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial

of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

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. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

### **Section 8.**

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

### **Section 9.**

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

- a. That employees who have served at least six (6) full months of Agency service shall have their vacation time paid in full when they are laid off, terminated, or take educational leave without pay in excess of thirty (30) days;
- b. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, seniority may be exercised only once in any calendar year.
- c. Employees shall be able to request forecasted accrued vacation leave. Such leave may only be taken if the accrued vacation leave is actually accrued by the date the leave is to be used.

### **Section 10. Vacation Cashout.**

In addition to Article 14, Section 7 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. Payment shall be the employee's straight time rate of pay;
- d. Employees on unprotected leave without pay at the time the payment is requested are not eligible to cash out accrued vacation hours.

*REV: 2017, 2021*

## **ARTICLE 15 – HARDSHIP LEAVE**

### **Section 1. As used in this Article:**

- a. “Accumulated Leave” includes but is not limited to sick, vacation, and compensatory leave.
- 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 will continue for at least thirty (30) days following the specified date upon which the employee is projected to exhaust all accumulated leave.

### **Section 2.**

OLTCO employees may make irrevocable donations of accrued vacation leave or compensatory time, in two (2) hour increments, to another employee of the OLTCO not on initial trial service who has exhausted all accumulated leave while the immediate family member as defined in [Article 17](#), Section 5 or employee is recuperating or recovering from a catastrophic prolonged illness or injury. Donations shall be posted to the donee’s leave balance as needed. Donations not used will not be deducted from the donor’s vacation leave or compensatory time balance.

### **Section 3.**

Donations shall be credited at the donor’s current regular rate of pay.

### **Section 4.**

Applicants for hardship leave shall apply in writing to the Agency Human Resources Manager or designee, accompanied by the treating physician’s written statement certifying that the prolonged catastrophic illness or injury, or major medical treatment (i.e., chemotherapy) will continue for at least fifteen (15) days after the employee is projected to exhaust all accumulated leave and the total leave is at least thirty (30) days.

### **Section 5.**

The Human Resources Manager or designee shall initiate and collect donations on a form(s) the Agency provides. The donated leave received for the illness or injury may be used intermittently, as appropriate, for related medical appointments/treatments.

### **Section 6.**

Employees on Workers’ Compensation, or PERS retirement benefits shall not be eligible for hardship leave either as donors or donees.

### **Section 7.**

The donor and recipient will hold the Employer harmless for any tax liabilities.

**Section 8.**

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 16 – PERSONAL LEAVE DAYS**

**Section 1.**

All employees after completion of six (6) months of service shall be entitled to receive personal leave days in the following manner:

- a. All full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year.
- b. 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 as subsequently formally modified, provided it is anticipated that they will work one thousand forty (1,040) hours during the fiscal year.

**Section 2.**

Should any employee fail to work one thousand forty (1,040) hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

**Section 3.**

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

**Section 4.**

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

**ARTICLE 17– SICK LEAVE**

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

**Section 1.**

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

**Section 2.**

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

### **Section 3.**

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

### **Section 4.**

Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro-rata accrual of sick leave credits each month provided that the employee works thirty-two (32) hours or more in that month. Employees shall be eligible to utilize sick leave immediately upon accrual.

### **Section 5.**

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster children, brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death, in the immediate family of the employee or the employee's spouse. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care.

Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) consecutive days, or if the Agency has cause to believe that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency believes that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency.

### **Section 6.**

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

### **Section 7.**

Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated changes will be made against accrued sick leave. Should an employee who has exhausted earned sick leave elect to use vacation leave or compensatory time during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers'



Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave.

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

- a. After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness to any otherwise qualified employee upon request for a period up to one (1) year provided such leave doesn't seriously hinder the work of the Agency. Extensions of sick leave without pay for any non-job-incurred injury or illness beyond one (1) year may be considered by the Agency Director on a case by case basis. The Agency Director, or designee, may require that the otherwise qualified employee submit a certificate from the attending physician or practitioner in verification of disability resulting from job-incurred or non-job-incurred injury or illness.

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

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

## **ARTICLE 18 – UNION SECURITY**

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

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

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

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

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

### **Section 3.**

The internal business of the Union shall be conducted by the employees during non-duty time.

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

- a. The Agency shall recognize two (2) Stewards selected from Agency employees to represent Agency employees. Union shall immediately notify the Agency Director or designee of the names of stewards.
- b. Stewards may receive but not solicit, and may discuss said complaints and grievances of employees on the premises and time of the Agency, but only to such extent that it does not neglect, retard, or interfere with the work and duties of the stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances upon notice to their immediate supervisor. If the permitted activities would interfere with either the steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities.
- c. At the Union's request and subject to the operating requirements of the Agency, stewards for the Union shall be granted accrued vacation leave, accrued compensatory time or leave of absence without pay to attend the Union's steward training session.

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

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

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

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

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 7. Use of Facilities.**

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

### **Section 8. AFSCME President Leave.**

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

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

### **Section 9. Names of Retirees.**

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

### **Section 10. Intermittent Union Leave.**

When Union officials (officers and stewards) are designated in writing by the Executive Director of Oregon AFSCME to attend AFSCME Council 75 Biennial or AFSCME International Conventions, the following provisions apply:

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

*REV: 2019*

## **ARTICLE 19 – COMPLAINT/INVESTIGATION PROCEDURE SAFEGUARDS**

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

- a. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the federal and State Constitutions and Laws.
- b. The employee shall be informed of the nature of the complaint or charges prior to the initiation of investigatory interviews with non-management employees and/or stakeholders and before the employee is required to respond to questions concerning the complaint or charges. Such interview shall occur during employee paid time.
- c. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.
- d. The employee will not be notified if doing so would jeopardize a criminal investigation.

## **ARTICLE 20 – 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 21 – GRIEVANCE PROCEDURES**

**Section 1.**

The parties agree to resolve issues at the most informal level possible.

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

**Section 2.**

**Step 1.** Any employee, with notice to the Union, or the Union on the employee's behalf may file a grievance in writing with the LTC Ombudsman, with a copy to the Agency Human Resources Manager within thirty (30) calendar days of the alleged action or the date the employee and the Union knew or should have known of the alleged action; however, appeals of discipline or discharge shall be pursuant to [Article 22 \(Discipline and Discharge\)](#). Grievances shall be submitted on the AFSCME Grievance Form and shall contain the Articles alleged to have been violated, the specific reasons why the employee believes the Articles were violated, and the specific remedy requested. The Ombudsman or their designee shall respond in writing to the grievance within fifteen (15) days after receipt of the grievance to the employee, with a copy to the Union and the Labor Relations Manager.

**Step 2.** Department of Administrative Services Review. If the grievance remains unresolved at Step 1, the Union may advance the grievance in writing, with a copy of the written grievance to the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days following the date the response at Step 1 was due or received. The Department of Administrative Services LRU shall respond within fifteen (15) calendar days following receipt of this Step 2 appeal to the Department of Administrative Services. For purposes of this article, an appeal in writing can be delivered

by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address [LRU@das.oregon.gov](mailto:LRU@das.oregon.gov).

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

**Step 3. Submission to Arbitration.** If the grievance is unresolved following Department of Administrative Services review, the Union may submit in writing the grievance to arbitration. To be valid, a request for arbitration must be made within thirty (30) calendar days after the Step 2 response was due or received.

### **Section 3. Selection of the Arbitrator.**

The Union request for arbitration will be made through the process established by the Employment Relations Board, or successor Agency. The Union will provide [State-Arb-Notice@Oregon.gov](mailto:State-Arb-Notice@Oregon.gov) as the Employer contact email, and will request a list of the names of five (5) Oregon or Washington arbitrators from the Employment Relations Board. The parties will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the Arbitrator.

### **Section 4. 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 issue their decision or award within thirty (30) calendar days of the closing of the hearing record.

### **Section 5.**

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

### **Section 6.**

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

### **Section 7.**

Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.



## **Section 8. 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*

## **ARTICLE 22 – DISCIPLINE AND DISCHARGE**

### **Section 1.**

The principles of progressive discipline shall be used except when the nature of the problem requires an immediate suspension, termination, reduction of pay, or demotion. Discipline shall include, but not be limited to: written reprimands; reductions in

pay; demotions; suspensions without pay; and dismissal. A regular status employee who has completed initial trial service in this unit may be warned, reprimanded, suspended with pay, reduced in pay, demoted or dismissed only for just cause. Verbal reprimands are not subject to the arbitration procedure.

## **Section 2.**

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

## **Section 3.**

The dismissal of a regular status employee may be appealed by the Union within ten (10) working days of the effective date of the dismissal directly to DAS Labor Relations. Failure to file the appeal within the ten (10) working day period shall constitute forfeiture of the claim and the case shall be considered closed by the parties. Within fifteen (15) working days of the receipt of the Union's appeal of a case, the Labor Relations Unit will respond. Once the response is received from the Labor Relations Unit, if the grievance is not resolved the Union may appeal the case to arbitration. The parties shall select an arbitrator and the Labor Relations Unit will notify the arbitrator, qualified per Section 5 of this Article, of his or her selection. The letter shall include a calendar of potential dates. The final decision and order of the Arbitrator shall be made within thirty (30) calendar days following the close of the hearing.

## **Section 4.**

An employee shall receive written notice of the discipline with the specific charges and facts supporting the discipline. A written reprimand, reduction of pay, demotion and/or suspension may be appealed to Step 1 of the Grievance Procedure within ten (10) working days from the effective date of the action. Failure to file the appeal within the ten (10) working day period shall constitute forfeiture of the claim and the case shall be considered closed by the parties. The Ombudsman or their designee shall respond to the grievance within fifteen (15) working days. If the grievance is unresolved, the Union may submit the issue to Step 2 within fifteen (15) working days after receiving the response from Ombudsman or their designee.

## **Section 5.**

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

*Rev: 2015*

## **ARTICLE 23 – TRIAL SERVICE**

### **Section 1.**

All new employees appointed to a position shall serve an initial trial service period of six (6) months with the Agency.

An employee's trial service period may be extended in instances where an employee has leave without pay for fifteen (15) consecutive 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.

During the initial trial service period, the employee may use accrued times such as vacation, compensatory time, personal business leave or sick leave after having transferred from another agency with supervisory approval, if the employee obtained eligibility in the other agency.

Where a performance deficit requires additional training time, the Agency may extend the initial trial service by written notice to the employee. The Union will be notified of the extension by copy of the extension letter.

### **Section 2.**

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

### **Section 3.**

When an employee is promoted to a position inside the unit that employee shall serve a trial service period of six (6) months. If such employee was previously a regular status employee in another position in the classified service immediately prior to their present appointment, they shall be reinstated to their former position or classification level unless charges are filed and they are discharged as provided in [Article 22](#).

### **Section 4.**

An employee who is transferred or demoted to another position in the same class, or different class at the same or lower salary level in the Agency prior to completion of the trial service period, shall complete the trial service period in the latter position by adding the service in the former position.

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

- a. A regular status employee who is removed from promotional trial service from an executive branch state agency shall have right of return to their former Agency. The Agency shall restore the employee to their former position if it is vacant. If it is not vacant the employee shall be restored to a position in their former classification in their former bargaining unit so long as the employee meets any special qualifications for the position unless charges are filed and they are terminated from employment.

- b. If an employee is reinstated into a position in their former classification in the bargaining unit and this requires a change in the employee's official work site, the employee will be eligible for moving reimbursement in accordance with the Employer's policy titled, 'Current or Recalled Employee Relocation' (40.055.10).
- c. This Subsection becomes effective on the first (1<sup>st</sup>) of the month following ratification of the local agreement.
- d. This Subsection applies to employees beginning their promotional trial service after the effective date of the local agreement.

*Rev: 2017*

## **ARTICLE 24 – PERFORMANCE APPRAISAL**

### **Section 1.**

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. Each 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 neither grievable nor arbitrable under this Agreement and cannot be used for discipline.

*Rev: 2021*

## **ARTICLE 25 – RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS**

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

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

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

## **Section 2. Underpayments.**

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

## **ARTICLE 26 – 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, employees' 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, but in no instance will an employee be given more than three (3) pay advances in any one calendar year (January 1 through December 31). 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 (15<sup>th</sup>) of the month.

**ARTICLE 27 – 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 not less than eighty-five dollars (\$85.00) per month (prorated for part time employees).
- B. Effective December 1, 2022 or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by three and one tenth percent (3.1%)) but not less than one hundred dollars (\$100.00) per month (prorated for part time employees).

**Section 3. Selective Salary Adjustment**

Class #	Classification Title	From	To
0101	Office Assistant 1	7	8
0102	Office Assistant 2	9	10
4032	Facilities Energy Technician 1	16	18
4033	Facilities Energy Technician 2	20	22
4034	Facilities Energy Technician 3	24	26
4035	Facilities Energy Technician 4	26	29

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

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

REV: 2017, 2019, 2021

## **ARTICLE 28 – OVERTIME**

### **Section 1.**

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

### **Section 2.**

Time worked for purposes of this Agreement is all hours actually paid excluding sick leave.

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

- a. Full and part-time field employees covered under FLSA shall be compensated at the rate of time and one-half in the form of pay or compensatory time off at the discretion of the Agency for authorized overtime worked in excess of forty (40) hours in a workweek. Employees who work a regular work schedule shall be compensated at the rate of time and one-half in the form of pay or compensatory time off for authorized overtime worked in excess of eight (8) or forty (40) hours in a work day or workweek. Employees who work an alternate work schedule should be compensated at the rate of time and one-half for authorized overtime worked in excess of their normal scheduled work day or forty (40) hours in a work week. Employees who work a flexible work schedule should be compensated at the rate of time and one-half for authorized overtime worked in excess of forty (40) hours in a work week.
- b. Accrued compensatory time off must be taken within the fiscal year earned, except as set forth below. Compensatory time off will be scheduled at a time consistent with the Agency's work requirements. Employees will take all necessary steps to request use of compensatory time off during the pay period in which it was earned. If the Agency is unable to schedule such time off within the pay period earned, the Agency may pay off the accrued compensatory time off or carry it forward into the next pay period. However, such carry forward may not increase the total compensatory time off hours that may be accrued in that next year.
- c. The Agency may schedule up to forty (40) hours of accrued but unused compensatory time off carried forward per employee per fiscal year after prior notice of at least five (5) working days to the affected employee. This provision shall not apply to compensatory time off accrued within the last two (2) months of the fiscal year.
- d. With approval of the Agency Director, employees may accrue up to eighty (80) hours of compensatory time off.

### **Section 4.**

When feasible, the Agency shall give notice of any overtime to be worked. No overtime is to be worked without the prior authorization of Management.

*Rev: 2015*

## **ARTICLE 29 – LEADWORK DIFFERENTIAL**

### **Section 1.**

Leadwork duties 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; provide informal assessment of workers’ performance to the supervisor.

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

## **ARTICLE 30 – HEALTH AND WELFARE 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 percent.

### **Section 3. Plan Years 2021 through 2023.**

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



percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

#### **Section 4.**

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

*Rev: 2015, 2017, 2019, 2021*

### **ARTICLE 31 – 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.

#### **Section 2. Salary on Demotion.**

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

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

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

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

#### **Section 3. Salary on Promotion.**

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

#### **Section 4. Salary on Lateral Transfer.**

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

### **Section 5. Effect of Break in Service.**

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

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

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

*Rev: 2015, 2017, 2021*

## **ARTICLE 32 – INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE**

### **Section 1.**

- a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement/environmental weather, weather related or hazardous conditions, including active shooter or threat of violence. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as mass notification systems, pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1<sup>st</sup> of each year. Notifications do not apply to employees who are required to report to work. For purposes of this Article essential staff are those staff who cannot perform their core job duties or essential Agency functions from a remote work location. Essential staff/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s). Essential staff who are required to report to work by the Employer/Agency shall be on approved leave without pay status if absent, unless the employee elects to use accrued leave. If an employee shows up within two (2) hours of their scheduled shift, subject to operating requirements and supervisory approval, they may make up the work time missed during the same workweek, provided work is available.
- b. Where the Employer/Agency has announced a delayed opening pursuant to Section 1a, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may flex their time with manager's approval, or cover the time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.

- c. When the Department of Administrative Services/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. use inclement weather leave for up to forty (40) hours a biennium, or,

### **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 or 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.**

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift, FLSA exempt employees shall be paid for the work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one (1) or more full workweek(s).

### **Section 4.**

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

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

Inclement weather/hazardous conditions leave not used during the biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service.

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

#### **Section 5.**

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

#### **Section 6. Alternate Work Sites.**

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

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

Where the Agency remains open and an employee notifies their 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 sick leave, vacation leave, compensatory time off, personal leave or approved leave without pay. Where the Employer and the employee mutually agree, the employee may be permitted to flex their time.

#### **Section 8. Employees on Pre-scheduled Leave.**

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

#### **Section 9. Make-up Time Provisions.**

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

#### **Section 10.**

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

### **Section 11.**

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

*Rev: 2017, 2021*

## **ARTICLE 33 – SAFETY AND HEALTH**

### **Section 1.**

- a. It is further the intent of this Agreement that 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. Employees are advised of their right to submit any unresolved safety and health issue to Oregon-OSHA.
- b. The Agency will give serious consideration to safety and health issues/recommendations received from the joint safety committee or bargaining unit members if no such committee has been formed.

### **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.

### **HAZARD EXPOSURE:**

#### **Section 3. Immunization and Testing.**

If in the conduct of official duties an employee is exposed to communicable diseases which would require immunization or testing, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee or deduction from accrued sick leave.

#### **Section 4. Medical Monitoring.**

Regular medical monitoring will be provided where needed as required by law or at the recommendation of the Safety Committee. An employee's records pertaining to medical monitoring shall be accessible to that employee and the Union with the employer/employee's permission.

*Rev: 2017*

## **ARTICLE 34 – FILLING OF VACANCIES**

### **Section 1.**

The Agency desires to fill vacancies with the best qualified applicants available.

The Agency advocates promotion of its employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

The Agency will determine whether a vacancy is to be filled and the method/means to fill that vacancy. The Agency will appoint the individual of their choosing. Employees who are in rank order on the list and employed by the Agency shall be offered an interview.

Prior to advertising for filling a vacancy the individuals in that classification shall be allowed to propose to the Director a modification of the assignment belonging to the vacant position.

### **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 has taken the appropriate tests and is active on the appropriate list.

## **ARTICLE 35 – EDUCATION, TRAINING AND DEVELOPMENT**

### **Section 1.**

Employees who are directed in writing to attend educational courses or training sessions shall have all tuition costs paid and books provided by the Agency.

### **Section 2.**

Employees who are directed to attend job-related training and/or education programs, whether during regular working hours or not, shall have necessary travel expenses paid and the time shall be counted as time worked.

### **Section 3.**

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

Participation in approved training opportunities which occur outside regular work hours/days shall be reason for employees to flex their workweek or receive time and one-half compensation in the form of time off with management approval.

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

## **ARTICLE 36 – HOURS OF WORK**

### **Section 1.**

The standard workweek shall begin at 12:01 a.m. Sunday and shall end at 12:00 midnight the following Saturday. Regarding any management-approved alternative

schedule, the Employer shall specify the work-week in writing to the employee when the employee assumes the schedule.

The workweek is defined as the fixed and regularly recurring period of one hundred sixty-eight (168) hours during seven (7) consecutive twenty-four (24)-hour periods and the workday is the twenty-four (24)-hour periods commencing at the start of the employee's assigned shift, except alternative work schedules.

## **Section 2.**

All employees shall be assigned on "Official Work Station". These assigned work stations shall either be at their home address or a OLTCO office.

## **Section 3. Work Schedules.**

- a. A regular work schedule is five (5) consecutive eight (8) hour days.
- b. 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.
- c. 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.

## **Section 4.**

- a. An employee desiring to work an alternate or flexible work schedule must submit a written request to their immediate supervisor. 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.
- b. 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 cannot be accommodated, preference shall be given to the employee with the most seniority in the Agency if possible.
- c. Approved alternate or flexible work schedules will be reviewed as least annually at the time of the employee's performance evaluation.
- d. Overtime for employees working an alternate or flexible work schedule will follow the provisions of the local Agency agreement.
- e. 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.

- f. The supervisor may revoke an employee's alternate or flexible work schedule if the schedule no longer meets criteria cited in subsection a herein with fourteen (14) calendar days' notice or by mutual agreement. The Agency's decision shall not be subject to the grievance procedure.

### **Section 5. Rest Periods**

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

### **Section 6.**

All employees working at least an eight (8)-hour workday shall be granted a non-paid meal period of not less than thirty (30) minutes and not more than one (1) hour. Such meal period shall be scheduled as close as possible to the middle of the workday. Employees working less than an eight (8)-hour workday may be granted a meal period as determined by the Agency.

### **Section 7.**

When the employee is required by the Agency to travel, the actual travel time shall be considered time worked. Where required travel is outside an employee's regular work hours (excluding normal commuting time), the employer may temporarily modify the employee's weekly schedule without daily overtime, if applicable, 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: 2015*

## **ARTICLE 37 – LIMITED DURATION APPOINTMENT**

### **Section 1.**

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award, or legislative funding for a specific project. Such appointment shall be for a stated period not exceeding two (2)

years, unless extended by legislative or Emergency Board action. Such appointments, however, expire upon termination of the special study or projects.

### **Section 2.**

No newly hired person on a limited duration appointment shall be entitled to rights under the layoff procedure.

### **Section 3.**

A person accepting such 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 the appointment may cease at any time.
- c. That persons who accept a limited duration appointment who were formerly classified regular status State employees from this bargaining unit are entitled to rights under the layoff procedure starting from the prior class.

## **ARTICLE 38 – JOB SHARING**

The Parties agree to the following provisions, pursuant to ORS 240.13:

### **Section 1. Job Share Position.**

“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. Creation of Job Share Position(s).**

Job sharing is a voluntary program. The Agency may determine that a position will become a job share position, or any employee who wishes to participate in job sharing may submit a written request to the supervisor to be considered for job share positions. Upon such request, the Agency 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 Agency agrees to provide notification to all job share applicants of available job positions in their bargaining unit in the Agency.

### **Section 3. Leave and Holiday Pay.**

Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a prorate of hours worked or in paid status in a month during which the employee is in paid status for thirty-two (32) hours or more. Holiday pay shall be in accordance with [Article 13 \(Holidays\)](#). Individual salary review dates will be established for job share employees.

### **Section 4. Insurance Benefits.**

Job sharing employees shall be entitled to share the full Employer paid insurance benefits for one (1) full-time position based on the designated share of the position. The total 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. Job Share Vacancy.**

If one (1) job share employee vacates the position, or if a vacancy exists and if the Agency determines that job sharing is not appropriate for the position, or if the Agency is unable to recruit qualified applicants, in the opinion of the Agency, 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 voluntary demote. If the above conditions are not available or not acceptable, the employee agrees to resign.

### **Section 6. Layoffs.**

For purposes of layoff, individuals filling a job share position which totals a full-time equivalent shall be considered as one full-time equivalent. Service credits shall be determined by averaging the scores of the two individuals and the two individuals shall be treated as one. Regular status employees who are filling a job sharing position and who elect not to be treated as one full-time equivalent shall be considered permanent part-time employees.

## **ARTICLE 39 – LAYOFF**

### **Section 1. Alternate to Layoff**

1. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The Parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.
2. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.

### **Section 2. Layoff Procedure.**

A layoff is defined as a separation from the service for involuntary reasons, other than resignations, not reflecting discredit on an employee. An employee and the Union shall be given written notice of layoff at least fifteen (15) calendar days before the effective date stating the reasons for the layoff.

The layoff procedure shall occur in the following manner:

- a. The Agency shall determine the specific positions to be vacated.

- b. Layoff lists will apply to employees in a classification. Any regular status employee shall be permitted to displace an employee in the same classification with less seniority.
- c. A regular status employee notified of a pending layoff may elect to be laid off or has the options listed below:
  - (1) The employee may displace the employee in the same classification who is the least senior trial service employee or who is the least senior regular status employee if there are no trial service employees.
 

To displace either a trial service or regular status employee, the displacing employee must:

    - (a) Have greater seniority than the trial service or regular status employee;
    - (b) Meet any special qualifications for the position as shown in the class specification and the position description; and
    - (c) Be capable of performing the specific requirements of the position within thirty (30) days.

If the displacing employee does not meet these criteria for the position held by the least senior employee in the same classification, the Agency will continue to make this determination for the position held by the next least senior employee until the displacing employee meets the requirements for a position in the same classification.
  - (2) If no option is available in subsection (1) above, the employee may demote and displace the employee in a lower classification who is the least senior trial service employee or who is the least senior regular status employee if there are no trial service employees, and:
    - (a) Have greater seniority than the employee to be displaced;
    - (b) Meet any minimum or special qualifications for the position;
    - (c) Have previously held regular status in the lower classification, including any predecessor classification; and
    - (d) Be capable of performing the specific requirements of the position within thirty (30) days.

If the displacing employee does not satisfy the above requirements or the position held by the least senior employee in the relevant lower classification, the Agency will continue to make this determination for the position held by the next least senior employee until the displacing employee meets the requirements for a position in the lower classification.
- d. No trial service or regular status employee in a particular office or duty station shall be laid off while a temporary employee in the same class is employed at the same particular office or duty station.

### **Section 3.**

The Agency will not pay moving expenses for any moves as a result of an employee exercising any rights under this article.

#### **Section 4.**

If an employee is underfilling a position, the employee will be considered in the position classification for purposes of this Article.

#### **Section 5.**

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

- a. One (1) point per month for each month of continuous service with the Agency. All part-time service shall be credited on a prorated basis. Except for military leave and USERA without pay, periods of authorized leave without pay that exceed ninety (90) days will be deducted from the computation of continuous service. Military leave and USERA without pay will be credited toward continuous service with the Agency. When a layoff is announced, seniority shall be frozen on that date until the layoff and any subsequent bumping activity is completed.
- b. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given to:
  - (1) Length of continuous service in the job classification in the Agency;
  - (2) Length of continuous service with the Agency.

#### **Section 6. Primary Recall Rights**

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

An employee currently on a layoff list prior to the effective date of this Agreement, shall be placed on the layoff list from which they were laid off. The life of a layoff list shall be twenty-four (24) months.

Employees who are on an Agency layoff list shall be recalled in seniority order beginning with the employee with the highest seniority.

If an employee is certified from a layoff list and is offered a position from which they demoted or were laid off, they shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the layoff list.

#### **Section 7.**

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do 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. An employee who is affected by a temporary interruption of employment may use accrued vacation, compensatory time off or personal leave. For FLSA-exempt employees, this Section applies only when the interruption is for one (1) or more full workweek(s).

#### **Section 8. 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 Analysts (PTA) shall serve a trial service period consistent with the Department of Corrections agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee

may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

- (d) Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

Rev: 2015

## **ARTICLE 40 – WORKERS' COMPENSATION**

### **Section 1.**

All on-the-job accidents or exposure to serious communicable diseases are to be reported to the OLTCO using an occupational injury report form. All incidents and injuries must be reported as soon as possible, but always before leaving the premises, unless prevented from doing so due to the need for emergency medical treatment, or unawareness of the injury but in all cases, upon lost time or medical attention. If emergency medical treatment is required, the employee must, at a minimum, notify the OLTCO within twenty-four (24) hours after receiving the emergency medical treatment and report in person to complete forms as soon as physically able.

### **Section 2. Temporary Modified Assignment.**

If an employee is released by the attending physician for return to a temporary modified assignment, and the employee is not medically stationary but is expected to be able to resume full duties of their previous position within ninety (90) days, the Agency shall offer such work as the employee is capable of performing and which as determined by the Agency is available during the ninety (90)-day period. If the employee refuses such assignment, the Agency will notify SAIF of the refusal.

### **Section 3. Return to Regular Duty.**

- a. Demand to Return. Upon initial request to return from an on-the-job injury to a permanent position, certification by the attending physician that the physician releases the employee to return to their regular employment shall be prima facie evidence that the employee should be able to perform such duties. This does not, however, preclude the OLTCO from obtaining further information relative to the Employee's condition.
- b. Demand to Return to Former Position or Classification. Upon demand to return, an employee who has sustained a compensable injury and is medically stationary shall be reinstated to their former position, or a position of the employee's choice within the OLTCO which the OLTCO determined is available and suitable, provided that the employee is not disabled from performing the duties of such position. The employee shall have the automatic right to reinstatement to their former position in accordance with State laws and regulations.
- c. Demand to Return to Other Position(s) That Is Available and Suitable. Employees requiring a change in work assignment on return from on-the-job



injury which is deemed by the attending physician to limit an employee's work capabilities on a permanent basis for more than ninety (90) days shall be assigned if possible by the OLTCO in the same classification or a classification in the same salary range which they are capable of performing or a higher classification at a higher salary range if the OLTCO deems appropriate and the employee is capable of performing the job and is qualified for the job. If not possible, other assignments shall be offered in accordance with State laws and regulations. Employees changing their work assignment under the provisions of this Section are not subject to [Article 34, Filling of Vacancies](#). The Union shall be notified of such transfers.

#### **Section 4.**

When an employee chooses any of the Options #1-4 below, salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave, and/or vacation leave, and/or compensation time:

- Option #1 - An employee may choose to use accrued sick leave during the period in which Workers' Compensation is being received.
- Option #2 - An employee may choose to use accumulated compensatory time during the period in which Workers' Compensation is being received.
- Option #3 - An employee may choose to use accumulated vacation and/or personal leave time during the period in which Workers' Compensation is being received.
- Option #4 - An employee may choose to use any combination of Option #1, #2, and/or #3 during the period in which Workers' Compensation is being received.
- Option #5 - An employee may choose not to use any accumulated leave time during the period in which the Workers' Compensation is being received. If an employee chooses this option they will be placed on approved sick leave without pay status.

An employee shall choose which option(s) they want to use as soon as possible within the pay period in which their compensable time loss from work began. Where the injury or illness occurs within the last two (2) days of the pay period, the employee shall make their election by the time the next mid-month time sheet is submitted. Once they have chosen their option(s), a change in option may not be made during the entire period of time the employee is on compensable injury leave status unless approved by the Agency.

When an employee chooses any of the Options #1-4 above, and when that accumulated time is exhausted, they will be placed on approved sick leave without pay status during the period in which Workers' Compensation is being received.

An employee on FMLA due to a Workers' Compensation claim shall be able to exercise the above options.

### **ARTICLE 41 – AGENCY PERSONNEL POLICIES**

Upon request, the Agency shall provide the Union a copy of its personnel policies.

## **ARTICLE 42 – SUCCESSOR NEGOTIATIONS**

The Agency will allow up to two (2) employees to attend collective bargaining sessions as members of the Union’s negotiation team. The Employer agrees to grant leave with pay for the affected employees. The Union agrees, as a prior condition to the release of the affected employees from work, to notify the Employer in writing of its members designated as representatives for negotiations. The Employer is not responsible for travel, overtime, per diem, other benefits or compensation beyond that which the employees would have received had the affected employees not attended bargaining sessions.

## **ARTICLE 43 – WORKING REMOTELY**

### **Section 1.**

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

### **Section 2.**

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

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

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

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

If an employee’s request to work remotely is denied or rescinded, the supervisor must provide a timely written response to the employee documenting the reason(s) for the denial or rescission. Rescissions of remote work by the employer may be made

with seven (7) days advance notice. The Agency or the employee may terminate individual agreements, in whole or in part, upon seven (7) days notice. Employees who have either rescinded their remote work or had their remote work rescinded by the employer shall be eligible to be considered for remote work in the future.

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

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

**Section 6.**

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

**Section 7. Equipment.**

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

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

**Section 8. Remote Work Supplies.**

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

**Section 9. Remote Worksite.**

Office furniture shall normally be provided by the employee working remotely. Subject to management approval, employees working remotely may access the State

surplus warehouse for office furniture for their remote work location. An ergonomic study may be requested by the employee or the supervisor.

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

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

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

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

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

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

### **Section 12. Training.**

Appropriate training will be provided for participating managers and employees.

### **Section 13. Other Provisions.**

These provisions are applicable to all Sections listed above.

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

- E. The Agency or the Union may initiate discussions with the other party to develop working groups to consider options relating to remote work.

*NEW: 2019, 2021*

## **ARTICLE 44 - 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 45 – 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 46 – AIR QUALITY**

### **Section 1.**

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

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

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

### **Section 3.**

When elevated AQI levels require a building closure or delayed opening, the Inclement Conditions/Hazardous Condition Leave will apply. All other provision of [Article 32—Inclement Weather/Hazardous Conditions](#) apply for elevated AQI which falls under a Hazardous Condition.

*NEW: 2021*

**LETTER OF AGREEMENT – ARTICLE 7, 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 7](#), 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 11 – CLASSIFICATION AND  
CLASSIFICATION CHANGES POSITION REVIEW STUDY**

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), on behalf of the Office of the Long Term Care Ombudsman (OLTCO/Agency) and the American Federation of State, County and Municipal Employees Local 3581-2 Council 75 (Union).

The Parties agree to the following:

1. The Agency will initiate and complete, in consultation with DAS Classification and Compensation Unit, a Position Review Study on the following positions:
  - (a) LTCO Deputy
  - (b) RFO Deputy
  - (c) Deputy Public Guardian
2. The study will include various desk audits on each of the position types listed above to give employees an opportunity to provide relevant information about their duties and responsibilities during this review. If a position is vacant at the time of the study, employees that share similar duties will have an opportunity to provide feedback on the duties of the vacant positions.
3. The Position Review Study will start no later than December 1, 2021 and shall be completed no later than December 1, 2022.
4. DAS and/or the Agency will meet with the Union to review the results of the Position Review Study with thirty (30) calendar days from the date the study has been completed. If the study results in upward wages for any position/employee, then such results would be retroactive to July 1, 2021.

This Letter of Agreement shall expire on June 30, 2023, unless extended by mutual agreement of both parties.



## **LETTER OF AGREEMENT – ARTICLE 30 PEBB MEMBER ADVISORY COMMITTEE**

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

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

Therefore, the Parties agree to the following:

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

This Agreement will sunset on June 30, 2023.

**LETTER OF AGREEMENT - ARTICLE 30 – 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).

The purpose is to clarify the Employer's obligation for medical premium payments for employees working less than full time.

This Agreement replaces all other Letters of Agreement in effect on the same subject.

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 30](#), 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 time subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

**LETTER OF AGREEMENT – ON-CALL**  
**Oregon Public Guardian & Conservator**

This Letter of Agreement is entered into between the State of Oregon Department of Administrative Services, on behalf of the Long Term Care Ombudsman (Agency) and the American Federation of State, County and Municipal Employees Local 3581-2 Council 75 (Union).

The Oregon Public Guardian & Conservator (OPGC) program is court ordered to provide guardianship services to vulnerable individuals recognized by the court to be mentally incapacitated. Guardianship services must be provided when needed, which could occur at any time twenty-four (24) hours a day, seven (7) days a week. In order to ensure consistent and uninterrupted coverage of the 24/7 phone line, the Parties agree to the following:

1. An OPGC employee shall be on call when authorized by their supervisor and required to be available for work outside their normal working hours and not subject to restrictions which would prevent the employee from using the time while on call effectively for the employee's own purposes. An employee on call is required to leave word with the Agency where they can be contacted during a specified period of time or may be required to carry a cell phone. The employee is required and must be prepared to commence full-time work as soon as possible consistent with non-restricted status if the need arises.
2. On-call time is not time worked for purposes of this Agreement.
3. An employee shall not be on call once they actually commence performing assigned duties and receive the appropriate rate of pay for time worked.
4. Employees shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than six (6) hours shall be paid on a pro-rated basis.
5. The Program Manager in consultation with OPGC employees, will develop a fair and equitable system for assigning on-call status. However, in the event of an immediate or urgent need that falls outside of the agreed upon on-call assignment method, the Program Manager retains the right to assign the on-call status as needed.

## **LETTER OF AGREEMENT – LABOR MANAGEMENT COMMITTEE OLTCO**

This Letter of Agreement is entered into between the State of Oregon Department of Administrative Services, on behalf of the Office of the Long Term Care Ombudsman (Agency) and the American Federation of State, County and Municipal Employees Local 3581-2 Council 75 (Union).

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

The Committee shall meet at least once each calendar quarter or otherwise by mutual agreement.

The Committee shall be composed of three (3) employee members appointed by the Union and three (3) members of management, unless mutually agreed otherwise. The Union and Management will make every reasonable effort to include an employee and a manager from each of the three (3) OLTCO programs for this Committee. Representatives of the DAS Chief Human Resources Office, Labor Relations, the Union, or other individuals may be invited.

Workload will be a standing agenda item for all LMC meetings.

Between August 2021 and July 2022, the Parties agree to include as an agenda item the potential for an education partnership with Portland State University, or other accredited institution. The Union shall be responsible for gathering information and bringing it to the LMC for review and consideration. If the LMC agrees that a partnership is feasible, the Union will prepare a proposal, with the support of LMC management, for the Director. If approved by the Director, the Union and Agency will work together to develop the program. The Committee shall establish protocols and/or ground rules on how the LMC will work.

The Committee shall be empowered to make joint recommendations on issues which are brought before it. The Committee may submit recommendations where appropriate.

The Committee shall be established and have their first joint meeting no later than September 1, 2019.

This Letter of Agreement starts on the effective date of the Local Agency Agreement and will expire June 30, 2023 unless the Parties specifically agree to extend its provisions.

## **LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS**

### **1. Notice**

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

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

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

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

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

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

In order to accomplish these goals, the Parties will:

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

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

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

Timeline:

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

- How trustees are appointed and removed

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

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

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

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

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

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

The Parties agree to the following:

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

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

### **Pay and Benefits:**

- A. The Agency shall continue to pay salary and benefits which includes pension contribution, insurance and paid leave time consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist the specifics which will be noted in the employee's Contract Specialist agreement.



- B. Contract Specialists shall submit monthly timesheets recording a maximum of forty (40) hours of work each week. The timesheet shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.
- C. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the applicable local Agency Collective Bargaining Agreement.
- D. Where the Union has designated Contract Specialist, the Agency shall pay up to eighty-five thousand (\$85,000) a year for the Contract Specialist which includes pay and benefits. Any costs above eighty-five thousand (\$85,000) per year shall be paid by the Union by reimbursing the Agency using Agency established policies and procedures for reimbursement.
- E. The Agency shall not be liable for any overtime costs while the Contract Specialist is on assignment with the Union.

Travel and Reimbursements:

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

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

Dispute Resolution:

Notwithstanding any agreements that include grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Letter of Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there no resolution, the moving

party may request arbitration. The Parties shall use the arbitration procedure outlined in the agreement where the employee is employed.

Indemnification:

The Union shall indemnify and the Union and Contract Specialists hold the Employer and Agency harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer/Agency for the purpose of complying with this Letter of Agreement on Contract Specialists.

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

Term of Agreement:

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

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

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

The Parties agree to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**APPENDIX A – CLASS NUMBER, TITLE AND SALARY RANGE**

<b>CLASSIFICATION TITLE</b>	<b>SALARY RANGE</b>
Administrative Specialist 1	17
Administrative Specialist 2	20
Office Coordinator	15
Office Specialist 1	13C
Office Specialist 2	15C
Program Analyst 1	23
Program Analyst 2	27
Research Analyst 1	19
Research Analyst 2	23

**APPENDIX B – SALARY SCHEDULES**

<b>SALARY SCHEDULE AS OF JULY 1, 2021</b>											
<b>Salary Range</b>	<b>Pay/Range Option</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
13C	AP		2820	2931	3031	3157	3292	3432	3580	3749	3932
15	AP	2820	2931	3031	3157	3292	3432	3580	3749	3932	4121
15C	AP	2876	2979	3093	3224	3363	3507	3664	3840	4026	4222
17	AP	3031	3157	3292	3432	3583	3749	3932	4121	4317	4516
19	AP	3292	3432	3580	3749	3932	4121	4311	4516	4744	4971
20	AP	3432	3580	3749	3932	4121	4311	4516	4744	4971	5206
23	AP	3932	4121	4311	4516	4744	4971	5206	5459	5721	6004
27	AP	4744	4971	5206	5459	5721	6005	6301	6602	6929	7260

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per

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

<b>SALARY SCHEDULE AS OF DECEMBER 1, 2021</b>											
<b>Salary Range</b>	<b>Pay/Range Option</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
13C	AP		2905	3016	3116	3242	3377	3518	3670	3843	4030
15	AP	2905	3016	3116	3242	3377	3518	3670	3843	4030	4224
15C	AP	2961	3064	3178	3309	3448	3595	3756	3936	4127	4328
17	AP	3116	3242	3377	3518	3673	3843	4030	4224	4425	4629
19	AP	3377	3518	3670	3843	4030	4224	4419	4629	4863	5095
20	AP	3518	3670	3843	4030	4224	4419	4629	4863	5095	5336
23	AP	4030	4224	4419	4629	4863	5095	5336	5595	5864	6154
27	AP	4863	5095	5336	5595	5864	6155	6459	6767	7102	7442

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per

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>
13C	AP		3005	3116	3216	3343	3482	3627	3784	3962	4155
15	AP	3005	3116	3216	3343	3482	3627	3784	3962	4155	4355
15C	AP	3061	3164	3278	3412	3555	3706	3872	4058	4255	4462
17	AP	3216	3343	3482	3627	3787	3962	4155	4355	4562	4772
19	AP	3482	3627	3784	3962	4155	4355	4556	4772	5014	5253
20	AP	3627	3784	3962	4155	4355	4556	4772	5014	5253	5501
23	AP	4155	4355	4556	4772	5014	5253	5501	5768	6046	6345
27	AP	5014	5253	5501	5768	6046	6346	6659	6977	7322	7673

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per

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

**2021 – 2023 SIGNATURE PAGE – AFSCME –  
OFFICE OF THE LONG TERM CARE OMBUDSMAN**

Signed this 9th day of September 2021 at Salem, Oregon.



**FOR THE  
STATE OF  
OREGON**

**Katy Coba, Director  
Department of Administrative Services (DAS)**

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

**Erin West, State Labor Relations Manager  
DAS CHRO Labor Relations Unit**

**Fred Steele, Director  
Office of the Long-Term Care Ombudsman  
Bargaining Team Member**

**Andrea Paola, HR Business Partner  
DAS CHRO  
Bargaining Team Member**



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

**Kim Harman, AFSCME Council 75  
Representative**

**Marissa Payne, Bargaining Team Member**

**Lonnie Douglas, Bargaining Team Member**

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

The official version of this Agreement is held by the Department of Administrative Services Labor Relations Unit on its electronic files at the website below. The Department of Administrative Services does not recognize any other copies or publications of this Agreement.

**Electronic version of the Agreement located at:**  
<http://www.oregon.gov/das/HR/Pages/LRU.aspx>