



COLLECTIVE BARGAINING AGREEMENT

between

DAS

DEPARTMENT OF
ADMINISTRATIVE SERVICES

AND

OREGON PUBLIC SAFETY ASSOCIATION

ON BEHALF OF THE
DEPARTMENT ON PUBLIC SAFETY
STANDARDS AND TRAINING

2021

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2023

OPSA

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PREAMBLE

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of Department of Public Safety, Standards and Training (hereinafter the "Agency"), and the Oregon Public Safety Association (hereinafter the "Association"), for the purpose of determining wages, hours, working conditions and other terms and conditions of employment affecting members of the bargaining unit as certified by the Employment Relations Board.

REV: 2017

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

The Employer and the Agency recognize the Association as the sole and exclusive bargaining agent for: All classified employees of the State of Oregon, Department of Public Safety Standards and Training, excluding managerial, supervisory, confidential, temporary, and part-time employees working less than thirty-two (32) hours per month and employees in the classification of Public Safety Training Specialist 1 (C1347) or successor classifications who provide instruction, working less than three hundred (300) hours per calendar quarter.

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

This contract incorporates the sole and complete agreement between the Employer and the Association resulting from negotiations pursuant to ORS 243.650 et seq and supersedes all prior contracts. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.

REV: 2017, 2019

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - LAWS, REGULATIONS AND SAVINGS

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

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The Employer and the Association agree to meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time and the proposed modification is a mandatory subject of bargaining, then the provision of [Article 24 \(Strikes, Lockouts and Picket Lines\)](#) shall not apply.

ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

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

Section 2.

All complaints alleging any form of discrimination in violation of this Agreement shall be submitted to the Director or their designee within thirty (30) calendar days of the alleged violation. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. If satisfactory solution cannot be reached, the Director or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the Agency to the complainant and the Association. If the complaint is not resolved, the employee or the Association may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division; except that complaints alleging discrimination because of sexual orientation or political affiliation may be submitted to the Department of Administrative Services, Labor Relations Unit if unresolved by the Agency. Department of Administrative Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the employee and the Association. These complaints will not be subject to the grievance procedure.

ARTICLE 5 - ASSOCIATION SECURITY

Section 1. Dues Deductions.

On the first pay period of each month, the Agency shall deduct from the wages of employees in the bargaining unit who are members of the Association and who have requested such deductions, pursuant to ORS 292.055, a sum equal to Association dues. This deduction shall begin on the first payroll period following such authorization and shall continue from month to

month for the life of this Agreement or until revoked by the employee in writing, whichever is sooner.

Section 2. Dues Payments.

The Association shall provide the Agency with a copy of the completed application/authorization forms prior to the payroll cutoff date(s). The Agency shall then process the completed applications.

The State shall remit a payment for all said deductions to the Association by the 20th of the month after the deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from whom deductions were made.

Section 3. Indemnification.

The Association agrees that it will indemnify, defend and save the Employer and the Agency harmless from all suits, actions, proceedings and claims against the Employer and the Agency or person(s) acting on behalf of the Employer and the Agency whether for damage, compensation, reinstatement, or combination thereof arising out of any action taken or not taken by the Employer/Agency for purpose of implementing the provisions of this Article.

Section 4. Association Representatives.

The Association may select, and shall certify in writing to the Agency those employees so designated to act as Association Representatives. Association representatives will be allowed to visit the work areas of the employees during work hours, after advising the Manager or Division Director of the Agency or their designee of their presence for the purpose of meeting with employees regarding matters affecting their rights under the collective bargaining agreement. Such visits are not to interfere with the normal flow of work and are to be limited to non-duty time.

Upon notification, Representatives will be granted reasonable paid time during their regularly scheduled working hours to investigate and process informal and formal grievances and to represent bargaining unit employees in investigatory interviews, if the employee believes it will result in disciplinary action. If the permitted activities would unduly interfere with the work that the Representative or employee is expected to perform, the immediate supervisor shall arrange a mutually satisfactory time for the requested activity within the next workday. Only one (1) Association Representative will be in paid status for any one (1) grievance. The Agency may request that Representatives maintain and submit a monthly activity report of work time spent investigating and processing grievances.

No Representative will be granted per diem, transportation costs, overtime, or travel time to process or investigate grievances, or in the representation of bargaining unit employees during investigatory interviews. The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances outside their regularly scheduled hours of employment.

Section 5. Association Business.

The internal business of the Association shall be conducted by the employees during their non-duty hours. Rest breaks and unpaid lunches are considered non-duty time as long as it does not interfere with the normal flow of work.

Section 6. Meeting Dates.

Upon written request and approval of the Director or designee, the Association may be allowed the use of the facilities of the Agency for meetings when such facilities are available and the meeting would not interfere with the business of the Agency.

Section 7. New Employee Orientation.

Not more than thirty (30) minutes shall be granted for the Association representative to make a presentation at the orientation of new employees or meet with a new employee on behalf of the Association for the purpose of identifying the Association's status, organization benefits, facilities, related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes.

Section 8. Bulletin Board.

The Agency shall continue to provide reasonable bulletin board space for the use of the Association to communicate with represented employees regarding social functions, meetings, elections, Association appointments, and other appropriate labor related information.

Section 9. Names of Retirees.

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

Section 10. Reports.

Upon request and no more than once a quarter the Agency shall provide to the Association; the names of any temporary/Limited duration employees (management /unrepresented/bargaining unit) hired, reason for the hire and expected duration of the appointment, 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 Association on an annual basis the Agency organization charts showing management positions and the positions they supervise.

REV: 2017, 2019

ARTICLE 6 - DISCIPLINE, DISCHARGE AND GRIEVANCE PROCEDURE

Section 1.

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

Grievances shall be filed within thirty (30) calendar days of the date the grievant or the Association knows or by reasonable diligence should have known of the alleged grievance.

Section 2.

It is the intent of the Agency and the Association to resolve employee issues of concern by informal methods if possible. However, such informal methods do not supersede the timeline requirement outlined in this Article except by mutual agreement pursuant to Section 11. If the Association desires a formal resolution of any grievance as defined in Section 1 (except

complaints of unlawful discrimination), such grievance shall be processed as provided under Section 3, Step 1, of this Article.

Section 3. Grievance Steps:

STEP 1. Grievance. Any affected employee may file a grievance within thirty (30) calendar days of the date that the employee knew or should have known of the alleged violation(s). The grievance shall be in writing and the grievant's immediate supervisor shall meet and respond within fifteen (15) days of receipt of the grievance. The grievance shall include: (a) a statement of the grievance and the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought.

Prior to the supervisor's response, the supervisor shall meet with the grievant and shall respond in writing to the grievance within fifteen (15) calendar days to the employee, with a copy to the Association.

STEP 2. Grievance. If the grievance remains unresolved after, the Association may appeal in writing to the Agency Director within fifteen (15) calendar days after the STEP 1 response was due or received. Once the grievance has been filed at STEP 2, it cannot be expanded. The Director or their designee shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

STEP 3. Department of Administrative Services Review. If the grievance remains unresolved after STEP 2, the Association may advance the grievance in writing, with a copy of the written grievance to the Department of Administrative Services, Labor Relations Unit within thirty (30) calendar days following date the response at STEP 2 was due or received. The Department of Administrative Services shall respond within fifteen (15) calendar days following receipt of this STEP 3 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@oregon.gov.

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

STEP 4. Submission to Arbitration. If the grievance is unresolved following Department of Administrative Services review, the Association may submit in writing the grievance to arbitration. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services within thirty (30) calendar days after the STEP 3 response was due or received.

Section 4. Selection of the Arbitrator.

In the event that arbitration becomes necessary the Association will request within fifteen (15) calendar days from the date the STEP 3 response was due or received, a list of the names of five (5) qualified arbitrators from the Employment Relations Board, and contact the Employer to strike names within fifteen (15) working days. The party striking first (1st) shall be

determined by coin toss. Within ten (10) working days, the parties will select an arbitrator by alternately striking names 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 after striking names shall serve as the arbitrator. Either party may request the arbitrator provide available dates to both parties. Within ten (10) working days of receipt of the available dates, the parties shall select a mutually agreeable date and shall inform the arbitrator. If the parties are unable to agree on dates, the arbitrator has the authority to schedule the hearing from any additional available dates.

Section 5. Arbitrator's Authority.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay, or to mitigate the penalty as equity suggests under the facts. The arbitrator shall issue their decision or award within thirty (30) calendar days of the closing of the hearing record.

Section 6. Expenses of Arbitration.

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 divided as in the arbitrator's judgment as equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 7. Mediation.

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

Section 8. Discipline and Discharge.

- A.** The principles of progressive discipline (Verbal Warning or Verbal Reprimand, Written Reprimand, Salary Reduction and Discharge) shall be used when appropriate. No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause. Verbal reprimands or warnings are not subject to the grievance or arbitration procedure. A work plan is not discipline but may be used in conjunction with disciplinary action.
- B.** An employee reduced in pay, demoted, suspended or dismissed shall receive written notice of the discipline and of the specific charges supporting the discipline. FLSA-exempt employees demoted or suspended consistent with the salary basis requirements of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion, suspension or dismissal of a regular status employee may be appealed directly to STEP 2 of the Grievance Procedure and must be within fifteen (15) calendar days from the effective date of the action.

- C. Where discharge may be contemplated, a written pre-dismissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, a copy of the investigation and all supporting documentation, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency's Director at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an Association Representative present. At the discretion of the Agency Director, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the pre-dismissal notice.

Section 9.

Employees are entitled to representation by an Association Representative at any Step in this Article.

Section 10.

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 Association Representative.

Section 11.

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

Section 12.

If the Agency has reason to discipline an employee, it shall not be done in front of other employees or the public.

Section 13.

Upon employee approval, notices of pre-dismissal, suspension, reduction, demotion and dismissal shall be forwarded to the Association on the same day as the employee is notified.

Section 14.

Any employee who will be interviewed concerning an act, which, if proven could reasonably result in formal discipline will be informed prior to the interview that they are the subject of the investigation.

When a charge is presented that potentially justifies economic sanction or dismissal, the Agency shall provide written notification to the employee of the nature of the investigation and a general description of circumstances surrounding the allegations at least twenty-four (24) hours prior to the interview. The requirement will not apply where the employee is under investigation for violations of the Controlled Substances Act, violations which are punishable as felonies or misdemeanors under Oregon law, or if such notification would jeopardize either a criminal or administrative investigation.

Except for emergencies, the Agency shall make a good faith effort to conduct the interview during the employee's regularly scheduled shift at Agency worksites or facilities. The employee shall be allowed the right to have an Association representative present during the

interview, but such presence may not unreasonably delay the interview. Telephone interviews may occur upon mutual agreement.

The Agency shall notify the employee in writing within twenty-one (21) calendar days of the completion of the investigation.

REV: 2017, 2021

ARTICLE 7 - PERSONNEL RECORDS

Section 1.

The Chief Human Resources Office (CHRO) human resource information system is the system of record for all employee records and official employee personnel file documents for which there are appropriate document categories in the system.

The Agency 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 Agency also stores paper documents of the official employee personnel file that predate January 1, 2019.

An employee may, upon request, inspect the contents of their official Agency personnel file(s). No grievance shall be kept in the personnel files.

Section 2.

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 their 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 Agency 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 their address of record. A copy will also be mailed to the Association.

Section 3.

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 included as part of the personnel record until the material is removed.

Section 4.

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 creditably on the employee for a minimum of three (3) years.

When the material is purged, it shall be returned to the employee if the employee is still employed with the Agency.

Section 5.

Record of disciplinary actions shall be removed three (3) years after the effective date of the action, unless the discipline establishes, or management determines, that an earlier date is appropriate, provided no incident of a similar nature has been documented in the intervening time. Alternatively, an employee may petition the Agency Director to have a written reprimand removed from their file after twenty-four (24) months, provided the employee has received no further discipline of a similar nature. Any period on leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave. Employees may only file a grievance if the Employer refuses to remove the materials. After three (3) years the material shall be removed from the employee's file and given to the employee.

Section 6.

An employee may, upon written request, obtain a copy of the contents of their personnel file, excluding prohibited material.

REV: 2021

ARTICLE 8 - FILLING OF VACANCIES

Section 1.

The Agency desires to fill vacancies with the best qualified applicants available. The Agency is an Equal Employment Opportunity employer that fosters and promotes diversity and inclusion.

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. Applicants that meet minimum qualifications that are employed by the Agency shall be offered an interview. An employee desiring a lateral transfer shall submit a written request to the Human Resources for the specific bargaining unit vacancy the agency intends to fill. The employee shall be offered an interview along with other applicants.

Section 2.

Employees will be notified of all Agency vacancies to be filled through manual and/or electronic posting within the Agency. The notification of the vacant bargaining unit position must be posted at least ten (10) working days before the close date.

REV: 2017

ARTICLE 9 - TRIAL SERVICE

Section 1.

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

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 trial service period, the employee may use accrued times such as vacation, compensatory time, personal business leave, or sick leave if it is on the books after having transferred from another agency.

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

Section 2.

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

Section 3.

If such employee was previously a regular status employee in another bargaining unit position in the Agency immediately prior to their present appointment, they shall be reinstated to their former classification unless charges are filed and they are discharged as provided in [Article 6 \(Discipline and Discharge\)](#).

A regular status employee who is removed from promotional trial service from an executive branch agency shall have the 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 within 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.

If an employee is reinstated into a position in their former classification within 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 State employee relocation policy.

Section 4.

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

Employees who have laterally transferred to the same classification with the same position title shall not serve a new trial service period.

Section 5.

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

REV: 2017, 2019

ARTICLE 10 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification

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

When assignments are made to work out of classification for more than five (5) 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 they are an underfill, the reasons for the underfill and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.
- C.** The Agency shall post assignments for training and developmental purposes. . Employees may submit a letter of interest for filling those assignments. An employee performing duties out of classification for training or developmental purposes shall have an agreement in writing of the purposes and the anticipated length of the assignment during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.
- D.** Assignments of work out of classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

Section 2. Revision of Classification Series

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.

Section 3. Reclassification Procedure

- A.** Employees may request reclassification by submitting a completed Position Description Form and written explanation for the proposed reclassification to a specific bargaining unit classification to the Human Resources Office. The position description must reflect the current duties performed by the employee. Position Descriptions should be approved by the supervisor prior to submission to the Human Resources Office. Reclassification must be based on a finding that the duties and responsibilities of a position have been significantly enlarged, diminished or altered, but the knowledge, skills and abilities required are still essentially similar to those previously required.
- B.** The Agency shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of the reclassification request, the Agency shall notify the Association/employee, as appropriate, of its findings. If the findings indicate

reclassification, the Agency shall decide whether to seek legislative approval if necessary or remove the duties.

Section 4. Upward Reclassification.

When a position is reclassified upward, a regular incumbent shall continue in the position. They shall advance to the higher class with the same status held in the lower class if they meet minimum experience and training requirements. When a position is reclassified upward and the incumbent does not have regular status, the incumbent will serve a trial service period beginning with the effective date of the reclassification at the higher classification.

Section 5. Pay for Upward Reclassification.

- A. If the reclassification receives legislative approval, the effective date of the reclassification shall be the date the reclassification was finalized in the budget. The employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-class pay if any, and the proposed salary rate, for the time period beginning the date the reclassification request was received by the Agency through the reclassification effective date.
- B. Rate of pay upon upward reclassification shall be given no less than the first step of the new salary range. If the old salary range rate of pay is equal to or higher than the first step of the new salary range, the employee shall receive a salary increase no less than an increase to the next higher step in the new salary range. In no case shall it exceed the new salary range maximum. The salary eligibility date shall remain the same.
- C. When the Agency determines that an upward reclassification is justified, the employee will be compensated at the step within the new salary range where they are expected to be placed as if the move were effective immediately. The incumbent will continue to receive this compensation until the position receives final legislative budgetary approval or until the higher level duties are removed. If a reclassification request does not receive legislative approval or the Agency removes selected duties to be consistent with its current classification, the employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-class pay if any, and the proposed salary rate, for the time period beginning the date the reclassification request was received by the Agency through the date the duties were removed.

Section 6. Downward Reclassification.

- A. When a position is reclassified to another class that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new classification.
- B. The Agency shall notify an employee and the Association 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 and the employee's rate of pay is above the maximum of the new classification, the employee's rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

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

Section 7. Equal Reclassification Rate.

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

Section 8. Denied Reclassification/Involuntary Reclassification Appeal Process

Committee Appeal: If the Agency denies an employee's reclassification request or if the Agency reclassifies an employee's position, the Association may appeal the decision to the DAS Labor Relations Unit for further review within thirty (30) calendar days after receipt by the Association of the Agency's decision. DAS Labor Relations shall notify the Employer/Association Classification Appeal Committee that an appeal has been filed. 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 Association and employee shall have one (1) opportunity to address the committee.

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

Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that they determines most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Association within sixty (60) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Arbitration: If the Committee does not agree on the appropriate classification, the Association may request arbitration in writing within forty-five (45) calendar days from the date of receipt of the Committee's final written decision. The Association'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.

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 Parties agree to the appointment of an arbitrator to hear all appeals under this Article, pursuant to [Article 6](#), Section 4. The Parties shall request arbitrators with experience resolving classification issues. 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.

An incumbent employee who appealed a reclass decision to final decision through the Committee or through an arbitration since that date shall not be eligible to either submit a new reclassification review request or to be reclassified downward by management, unless a change of assigned duties has occurred since that decision or a revised classification has been adopted.

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. See LOA: [Review of Classification and Compensation Plan](#)

REV: 2017, 2021

ARTICLE 11 - LAYOFF

Section 1. Alternate to Layoff

- A.** When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Association 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 Association, 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 Association. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.
- B.** Agency and Association discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.

Section 2.

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

Section 3.

The layoff procedure shall occur in the following manner:

- A.** The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall notify, in writing, all affected employees of their seniority and contractual bumping rights. For the purposes of this Article seniority and service credits are the same (See Section 4). The Agency shall notify the Association, in writing, of the seniority of all employees in all affected positions. The Agency shall also post a copy of the seniority of all affected positions on employee bulletin board and mail a copy to all employees not having a formal office.
- B.** Temporary employees working in the classification in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.
- C.** Employees shall be laid off and seniority calculated within the following separate categories: Permanent full-time positions; Permanent part-time positions. An initial trial service (new to the Agency) employee cannot displace any regular status employee.
- D.** An employee notified of a pending layoff shall select and prioritize their choice(s) based on the following options and communicate such choice(s) in writing to the Human Resources Director within five (5) calendar days from the date the employee is notified in writing and has a seniority list provided (in hand) to the affected employee. Upon request in writing to the Human Resources Director,

employees may be granted an additional five (5) days to provide a response. The request must state the reasons for the extension.

1. The employee may displace an employee in the Agency with the lowest seniority, proceeding upward on the seniority list if necessary, in the same classification for which they are qualified. Displacement shall occur first by geographic area, then statewide.
2. The employee may, in descending order of salary range, demote to the lowest seniority position, proceeding upward on the seniority list if necessary, in any classification for which they are qualified within the Agency. Employees who elect to demote shall be placed on any layoff list of their choice, within the Agency, for the classification from which they demoted. Displacement shall occur first by geographic area, then statewide.
3. The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any layoff list of their choice, within the Agency, for the classification from which they are laid off.

When exercising an option under Subsections (1) and (2) above, an employee shall only be eligible to displace another employee with less seniority.

E. To be qualified for the options under Sections 3(D)(1) and (2), the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within thirty (30) calendar days. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the thirty (30) calendar day time period is for the purposes of orienting an employee to the position, not training the employee to perform the work. Therefore, it is necessary that the employee can perform the duties and responsibilities of the position as determined by the Agency prior to bumping into the position.

1. An employee who has met the minimum qualifications of the position and is able to exercise their bumping rights, will be invited to participate in a "practical assessment". Unsuccessful employees will be provided written documentation outlining the reasons for failure.
2. The employee may invite a representative of the Association to witness the practical assessment. The only role of the representative is to observe the assessment.
3. If the employee passes the practical assessment, they will receive a thirty (30) day orientation. During the orientation, the Employer will provide the employee with regular, written observations about the employee's performance.

4. The employee may invite a representative of the Association to participate in any meeting with an employee when the Employer has determined that the employee cannot successfully bump.
5. Grievances of the practical assessment shall be filed in accordance with this Article.

If at the end of the thirty (30)-day orientation period the employee is not capable of performing the specific requirements of the position as described in the position description the employee shall be laid off. Such layoff shall not reflect negatively on the employee's work history. Their name will be placed on the recall list in seniority order.

The Agency shall place the employee, according to the employee's stated prioritization in Section 3(D), in the first position that meets the requirements of this Section. If the Agency is unable to place the employee according to their first stated priority, the Agency shall place the employee in their second stated priority according to the requirements of this Section. If the Agency is unable to place the employee in either of their first or second stated priorities, then the Agency shall lay off the employee.

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

F. Job-Share.

1. Individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of seniority shall be considered as one (1) full-time equivalent, or, as two (2) part-time employees. This determination shall be made by the Agency at the time the position is created. For all current job share positions, they shall be considered as part-time positions for purposes of this Article.
2. Seniority for prior non-job-share time shall be determined by giving the employee one (1) point per month for any full-time worked and prorate credit for each month spent on the job in less than full-time capacity.
3. Seniority for a current full-time equivalent job-share position shall be determined by giving the employee one (1) point per month for each continuous month spent on the job-share if the two (2) employees are to be treated as a full-time equivalent for purposes of layoff. Seniority for prior noncontinuous job-share time shall be calculated on the same basis as part-time service. Total seniority for employees in the job-share position will be determined by averaging the two (2) individuals' scores.

4. If employees in a job-share position are to be treated as part-time employees, seniority for the position shall be determined on a prorated basis as per part-time seniority computation.
- G. If an employee is overfilling or underfilling a position, the employee will be considered in the position classification for the purposes of this Article. If an overfill employee is displaced, demoted in lieu of layoff, or is laid off, the employee shall retain their overfill status upon return to their classification.
- H. Any employee displaced by another employee exercising options under Sections 3(D)(1) and (2) may also exercise any option under Section 3(D).
- I. Grievances for this Article shall be filed with the Agency Director within fifteen (15) calendar days of the date the official written notification was received by the employee.

Section 4.

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

- A. One (1) point per month for each full month of unbroken State service excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of leave without pay will be deducted from service credits calculations. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed. Service credit lists for permanent full-time employees shall be updated and posted annually.
- B. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given to:
 1. Length of continuous service with the Agency;
 2. Length of continuous service in the job classification.
- C. Whenever the Leave Without Pay (LWOP) provisions create a tie, the person not taking LWOP is considered senior.
- D. If ties still exist, the order of layoff shall be determined by the Agency in such manner as to conserve for the State the services of the most qualified employees.

Section 5.

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

Section 6.

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

Section 7. Agency Layoff Lists.

Names of regular status employees of 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 classification from which the employee was laid off or demoted in lieu of layoff.

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

Section 8. Geographic Area.

- A. Willamette Valley (Washington, Multnomah, Clackamas, Marion, Polk, Benton, Lane, Linn, Yamhill)

- B. All other counties

Section 9. Recall.

Employees who are on an Agency layoff list and have designated in writing the positions and locations shall be recalled in seniority order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position and who is capable of performing the specific requirements of the position as stated on the position description within thirty (30) calendar days. An employee who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the thirty (30) calendar day time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Agency prior to being recalled to the position.

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

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

If a temporary appointment is necessary and is expected to last longer than ninety (90) days and there is a layoff list for that classification, employees on the layoff list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job does not constitute a right of refusal under this Section. This shall only apply to employees separated from State service. Such employees shall be appointed as a temporary employee, remain on the layoff list, and will not be eligible for any benefits covered under this Agreement.

Section 10.

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

Section 11.

It is understood and agreed that employees who elect to displace, demote and/or return from layoff do not receive reimbursement for travel nor moving expenses.

Section 12.

There shall be no cross bumping between management service and the bargaining unit.

Section 13.

A permanent status employee may bump a Limited Duration employee, pursuant to Section 2, and retain their eligibility to be on the Agency Layoff list for recall.

See LOA's: [Layoff – Pilot Program Voluntary Medical Separation](#)

REV: 2017

ARTICLE 12 - HOURS OF WORK

Section 1.

The workweek shall begin at 12:01 a.m. Sunday and shall end at 12:00 midnight the following Saturday. The workweek for Fire Training shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

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.

- A. A work schedule is defined as the time of day and the days of the week the employee is assigned to work.
- B. A regular work schedule is five (5) consecutive eight (8) hour days.
- C. An alternative work schedule is a work schedule that is other than a five (5) day, eight (8)-hour work schedule with regularly scheduled start and stop times.
- D. A flexible work schedule is a work schedule that may vary the number of hours worked, or the scheduled start and stop times, on a daily basis.
- E. Alternative work schedules and flexible work schedules may be initiated by the employee or Agency. Such changes may be made upon five (5) calendar days notice, except for emergencies as defined by Agency, and decisions regarding such changes will be based on the operational needs of the Agency. The Supervisor has the authority to waive the five (5) day notice requirements to allow employees and management the flexibility to manage work schedules on a daily basis.
- F. When it becomes necessary to alter an employee's (at salary ranges 23 and below) starting and stopping time on a permanent basis, management shall offer the change in hours to all qualified employees within the same classification or classification series in the work unit. If no one volunteers to switch hours the employee with the least amount of state service in the unit will be assigned those hours.

Section 3.

- A. Employees on a Regular Work Schedule.** A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements. Each employee working an eight (8)-hour day shall be allowed two (2) rest periods 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.
- D.** All employees working at least an eight (8)-hour workday shall be granted a nonduty meal period of not less than thirty (30) minutes and not more than 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 nonduty meal period as determined by the Agency.

Section 4.

An employee desiring a change in work schedule may request such change to their supervisor. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to reporting pay, overtime compensation, and shift differential associated with the request.

Section 5

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

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

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

Section 2.

All employees will receive up to eight (8) hours of holiday pay for recognized holidays in Section 1 above. Holiday pay shall be based on an eight (8) hour day. Full time employees will receive eight (8) hours of holiday pay for each paid holiday. A full time employee who uses leave without pay in the month the holiday occurs will receive holiday pay on a prorated basis for each paid holiday. Part time employees will receive a prorated share of the eight (8) hours of holiday pay based on the number of hours actually worked as compared to the total number of possible work hours in the month or pay period. The holiday shall not count as part of the total possible work hours in the month or pay period or the total hours worked.

Section 3.

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

Section 4.

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

REV: 2017, 2021

ARTICLE 14 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.

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

After six (6) months through fifth (5th) year	Twelve (12) workdays for each twelve (12) months of service (eight (8) hours per month)
After fifth (5th) year through tenth (10th) year	Fifteen (15) workdays for each twelve (12) months of service (ten (10) hours per month)

After tenth (10 th) year through fifteenth (15 th) year	Eighteen (18) workdays for each twelve (12) months of service (twelve (12) hours per month)
After fifteenth (15 th) year through twentieth (20 th) year	Twenty-one (21) workdays for each twelve (12) months of service (fourteen (14) hours per month)
After twentieth (20 th) year through 25 th year	Twenty-four (24) workdays for each twelve (12) months of service (sixteen (16) hours per month)
After 25 th year	Twenty-seven (27) workdays for each twelve (12) months of service (eighteen (18) hours per month)

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

Section 2. Eligibility for Vacation Accrual.

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

Section 3. Determination for Vacation Leave Accrual Level.

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

Section 4. Termination Vacation Pay.

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

Section 5. Scheduling of Vacations.

Vacations shall be scheduled at a time mutually acceptable to the Agency and the employee and consistent with the work requirements of the Agency. All vacation leaves require advanced written authorization by the employee's immediate supervisor. If the employee's immediate supervisor fails to respond to a written or electronic vacation request within fourteen (14) days, the request shall be deemed approved.

Section 6. Vacation Accrual.

An employee shall be allowed to accumulate a maximum of three hundred fifty (350) hours of vacation leave; however, in the event of layoff, resignation, retirement or termination any unused vacation up to three hundred (300) hours will be paid to the employee. An employee

transferring in from another State agency may transfer up to eighty (80) hours of accrued vacation leave.

Where vacation leave is requested and denied and cannot be scheduled off within thirty (30) days prior to the date the vacation leave would reach three hundred fifty (350) hours and such denial will result in loss of leave, the employee shall be authorized to cash out forty (40) hours of vacation leave accrued.

When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than three hundred (300) hours of accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the three hundred (300) hours.

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

- In each calendar year, an employee may make a one (1)-time request to cash out and receive payment for up to forty (40) hours of vacation. In order to be eligible to cash out vacation hours, the employee must be a regular status employee and have a remaining vacation balance of sixty (60) hours or more. Vacation leave that has been pre-approved will be considered when the request is made in order to determine if they will maintain the minimum vacation balance requirement.
- The employee must then request a payout of up to forty (40) hours.
Or
- The Agency Director or other appointing authority may authorize exceptions to these conditions on a case by case basis for an employee based on extenuating circumstances.

REV: 2017, 2019, 2021

ARTICLE 15 - SICK LEAVE

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

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

Section 2. Eligibility for Sick Leave With Pay.

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

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

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

Section 4. Use of Sick Leave With Pay.

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

Section 5. Sick Leave With Pay on Termination.

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

Section 6. Restoration of Sick Leave Credits.

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

Section 7. Sick Leave Without Pay.

The Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician and/or practitioner that the employee is physically and/or mentally able to perform the duties of that position.

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

After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and an extended nature to any employee upon request for a period up to one (1) year.

The Agency may require that the employee submit a certificate from the attending physician or practitioner in verification of disability. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be cancelled. Employees may be disciplined pursuant to just cause.

Section 8.

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

Section 9. Family Medical Leave and Oregon Family Medical Leave Acts.

Paid leave is to be used in conjunction with FMLA/OFLA consistent with the leave provisions of this Agreement, unless an employee is receiving payments from a disability provider at the same time that they are on FMLA/OFLA. In this circumstance, the employee may choose not to use paid leave, unless it is required by the disability provider. The disability provider may require the employee to use some or all leave prior to receiving a full disability payment. The employee must inform the Employer when disability payments commence, when they end and whether the disability provider requires the use of paid leave in conjunction with the disability benefit. Employees who are not receiving disability insurance payments shall use accrued paid leave until such paid leave is exhausted.

Employees may retain a total of sixty (60) hours of vacation, sick, personal business or compensatory time for use upon returning to work. Whenever possible, this designation shall be made prior to the beginning of the qualifying leave. Employees may be granted approval to maintain a vacation leave balance of up to eighty (80) hours to cover a pre-approved vacation.

Employees may not reserve accrued paid leave when on intermittent leave or when they are working a reduced schedule.

REV: 2019

ARTICLE 16 - OTHER LEAVES

Section 1. Leaves With Pay.

- A. Personal Leave.** After completion of initial trial service, all regular, permanent, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. Part-time, job share, and seasonal employees shall be granted twelve (12) hours of personal leave if it is anticipated they will work 1,040 hours for the fiscal year. Should a part-time, job share, or seasonal employee fail to work 1,040 hours for the first fiscal year, the value of personal leave time used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is any unused leave

compensable in any other manner. Such leave may be taken at times mutually agreeable to the Agency and the employee.

- B. Pre-Retirement Counseling Leave.** Employees shall be granted up to thirty (30) hours leave with pay to pursue bona fide pre-retirement programs. Employees shall request the use of leave provided in this Section at least five (5) calendar days prior to the intended day of use.

Authorization for the use of pre-retirement leave shall not be withheld unless the Agency determines that the use of such leave shall hamper the efficiency of the employee's work unit. The leave does not have to be used consecutively.

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

- C. Service With A Jury.** An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Agency reserves the right to petition for removal of the employee from jury duty if, in the Agency's judgment, the operating requirements of the Agency would be hampered.
- D. Court Appearances.** When any employee is subpoenaed into court as a witness, all relevant facts relating to the case will be routed, in writing, through the chain-of-command to the Deputy Director or their designee for review. If the Agency determines the subject is a public safety issue which falls within the purview of DPSST, the employee will be considered an agent of DPSST. The Agency shall assign the employee to court duty on paid status for the duration of the trial or court proceeding. Travel expenses will be paid by the agency as provided in [Article 21 \(Travel, Mileage and Moving Expense Reimbursement\)](#), of this Agreement. All additional monies paid to the employee in connection with the appearance will be signed over to DPSST.

If the Agency determines the case is not a public safety issue which falls under the purview of DPSST and the employee is not a plaintiff or defendant, they will be granted leave with pay for appearance before a court, legislative committee, or judicial or quasi-judicial body as a witness in response to a valid subpoena for matters related to the employee's officially assigned duties.

- E. Military Training Leave.** An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to one hundred-twenty (120) hours, (fifteen (15) days) of military leave unless a greater number is allowed by law. In no event will 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, the employees shall be allowed to utilize military leave for travel to and from their place of duty and for the time spent on militarily obligated status or military duty regardless of the length of their military status or duty.

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

- F. Test and Interview Leave.** With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Agency; up to sixteen (16) hours annually with pay shall be allowed for an interview for a position with another State agency or a position within the Agency.

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

- G. Bereavement Leave.** Employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave per occurrence, prorated for part-time employees. The Agency may request documentation. For employees that qualify for OFLA bereavement leave, paid bereavement leave under this Section of the Article shall run concurrently with OFLA when applicable. The Agency shall notify the employee when OFLA is running concurrently with bereavement leave. After OFLA eligible leave for bereavement is exhausted, if additional leave is needed, an employee may, with prior authorization, use any accrued leave, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. 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 have exhausted all available accumulated leave and qualify to receive hardship leave.

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's spouse, child, siblings, grandparents, grandchild, aunt, uncle, niece or nephew, or the equivalent of each for domestic partners, current in-laws or another member of the immediate household.

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. The employee shall, upon honorable discharge from such service, be returned to a position in the same class as their last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that they are not physically qualified to perform the duties of their former position by reason of such service, they shall be reinstated in other work that they are able to perform at the nearest appropriate level of pay of their former class. An employee voluntarily or involuntarily seeking military leave

without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43. However, such reduction in salary will not be made for an FLSA-exempt employee to testify in a court or at a deposition except for full workweek increments where such testimony causes an absence of one (1) or more full workweeks.

- B. Court Appearance Leave Without Pay.** An employee may request and shall be granted leave without pay or use accrued vacation/compensatory time/personal business leave for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA-exempt employee to testify in a court or at a deposition except for full workweek increments where such testimony causes an absence of one (1) or more full workweeks.
- C. Employee Leave.** In instances where the work of the Agency will not be hampered by the temporary absence of an employee, the employee may be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Agency approval.
- D. Parental Leave.** A parent shall be granted a leave of absence for a reasonable period of time, not to exceed twelve (12) weeks to care for a new baby. Dependent upon Agency workload requirements, extensions beyond twelve (12) weeks or alternate work schedules may be arranged by mutual agreement between employee and supervisor. Employees shall be able to use all or part of their accumulated leaves which includes: vacation, compensatory time or, consistent with BOLI regulations, sick leave for parental leave.

REV: 2017, 2019, 2021

ARTICLE 17 - PERFORMANCE APPRAISAL

Section 1. Performance Appraisal.

The employee's performance will be rated by their immediate excluded supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide their comments within thirty (30) calendar days to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

Section 2.

If there are any changes made in the performance appraisal after discussion with and signature by the employee, the revised appraisal will be rediscussed with the employee. The employee shall have the opportunity to comment on and shall sign the revised appraisal. That signature shall only indicate that the employee has read the revised performance appraisal. A copy shall be provided to the employee at this time. All written comments provided by the employee within thirty (30) days of the evaluation shall be attached to the performance evaluation.

Performance appraisals are not grievable nor arbitrable under this Agreement nor shall they be used for the purpose of disciplinary action.

Section 3.

Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter.

ARTICLE 18 - SALARY ADMINISTRATION

Section 1. Step Increase.

Employees shall be eligible for step 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 no less than an increase to the next higher rate in the new salary range effective on the date of promotion. If an employee is demoted or removed during trial service as a result of a promotion, their salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.

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

Section 4. Salary on Lateral Transfer.

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

Section 5. Effect of Break in Service.

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

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

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

Section 7. 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 banking Holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. The release day for December's 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 purposes.
- B. Subject to management approval, employees will be allowed one (1) pay advance during their first thirty (30) days of employment.
- C. The parties agree that pay advances will be kept to an absolute minimum and are for emergencies within that context, employees may obtain an advance on their salary subject to management's approval. The amount of the request shall not exceed sixty percent (60%) of gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth of the month. If any employee requests more than one (1) pay advance in any twelve (12)-month period, management has the right to deny it, if a valid emergency does not exist.

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

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

REV: 2021

ARTICLE 19 - OVERTIME

Section 1.

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

Section 2.

Time worked for the purpose of this Agreement is all hours worked at the regular and straight time rate of pay. Hours worked by an employee on a Holiday are considered hours worked for purposes of computing the FLSA overtime threshold of forty (40) hours in a workweek, regardless of the rate of the compensation. Holiday pay per [Article 13](#), Section 2, vacation leave, compensatory hours used, personal leave, and up to eight (8) hours of sick leave will be considered hours worked in the computation of the FLSA overtime threshold of forty (40) hours in a workweek.

Section 3.

Eligible employees, as defined by FLSA, in the classifications of Public Safety Training Specialist 1 (1347) and Public Safety Training Specialist 2 (1348) or their successor classifications, shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of forty (40) hours in any one (1) workweek. All other eligible employees, as defined by FLSA, shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for all authorized hours worked in excess of the daily scheduled shift (minimum of eight (8)-hour work day). An employee will receive cash in lieu of accruing compensatory time at the employee's request.

Section 4.

No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2) or to effect "pyramiding" of overtime and penalty payments. "Pyramiding," for the purpose of this Article, shall mean using or "counting" overtime hours paid at time and one-half (1-1/2) toward the FLSA overtime threshold of forty (40) hours in a workweek.

Section 5.

The Agency shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization. Prior authorization shall be granted on a case-by-case basis.

Section 6.

An eligible employee may accrue up to eighty (80) hours of compensatory time off. At the discretion of the Agency, accrual above eighty (80) hours may be paid to the employee or, subject to operating requirements of the Agency, scheduled off with mutual agreement of the supervisor and the employee, within thirty (30) days of the excess accrual or permitted to remain on the Agency's official payroll records for a longer period of time and subject to immediate payoff. Subject to management approval, the eighty (80) hour limit may be exceeded, but in no event shall exceed two hundred forty (240) hours.

Section 7.

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

Section 8.

Employees in positions which are exempt under FLSA standards shall receive time off for authorized time worked in excess of forty (40) hours per week at the rate of one (1) hour for each hour worked. The maximum amount of compensatory time off that can be accrued is eighty (80) hours. Employees in these positions will have alternative work schedules and will be required to submit a weekly work schedule by the previous Wednesday to their supervisor or designee outside the bargaining unit for approval. Schedules will be automatically approved if not denied by the end of the working day the Friday prior to the employee working that schedule. All hours worked in excess of the forty (40) hours shall be subject to prior authorization on a case-by-case basis. Special circumstances may preclude prior authorization. If such occurs, the employee shall inform their supervisor the next work day and provide the reason(s) for exceeding the forty (40) hour work week.

Management retains the right to adjust alternative work week schedules within the same workweek for the purpose of leveling the workweek not to exceed forty (40) hours and avoid overtime liability for the affected employees. If it is necessary to adjust an employee's schedule, the supervisor will discuss the change with the employee.

The compensatory time off shall be utilized within the calendar year earned or shall be lost, except when scheduling has been extended by the Agency. Sections 6 and 7 applies when scheduling time off. Employees may request to carry over some or all of the accrued compensatory time, provided the employee submits a plan to use the time prior to March 31 of the next calendar year.

Sections 1-5 of this Article do not apply to employees exempt from FLSA.

REV: 2017

ARTICLE 20 - 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 full percent.

Section 3. Plan Years 2021 through 2023.

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

Section 4.

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

See LOAs: [Part-Time Medical Insurance and Subsidy, Insurance Education](#)

REV: 2017, 2019, 2021

ARTICLE 21 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT

Section 1. Travel and Mileage Allowance.

Reimbursements, requests to use personally owned vehicles for travel 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. Duty Station Reassignment.

Pursuant to this Article, an employee may request reassignment to a duty station within the employee's assigned region that is closer in proximity to the employee's permanent residence.

Such requests must be submitted to the employee's supervisor in writing and, at a minimum, must detail: 1) the projected monetary savings associated with the proposed change; 2) the projected reduction in travel time and overnight lodging associated with the proposed change; 3) and how the projected change will better serve the operational needs of the Agency. The supervisor shall respond to the request in writing within thirty (30) calendar days, and no request shall be unreasonably denied. All denials shall set forth the reasons underlying the decision and may be appealed to the Agency Director within fifteen (15) calendar days of such a response.

Section 3. Moving Expenses.

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

ARTICLE 22 - SALARIES

Section 1. Public Employees Retirement System ("PERS") Members.

For purposes of this Article, a PERS participating member is an employee who has established membership in PERS (Tier 1, Tier 2, or OPSRP) and who is presently employed in a qualifying position.

Section 2. PERS Participating Member Retirement Contributions.

Effective February 1, 2019, compensation plan salary rates for PERS participating members were increased by six and nine five one hundredths percent (6.95%) and the State ceased “picking up” the six percent (6%) employee contribution. The State will deduct from an employee’s salary and make the six percent (6%) employee contribution to their PERS account or Individual Account Program (“IAP”) account as applicable. Employees’ contributions shall be treated as ‘pre tax’ contributions pursuant to Internal Revenue Code Section 414(h)(2).

Section 3. Cost of Living Adjustment.

Effective December 1, 2021 compensation plan salary rates shall 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).

Effective December 1, 2022, compensation plan salary rates shall 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 4. Selective Salary Adjustments.

The following classifications will be adjusted effective July 1, 2021:

- Facility Energy Technician 3 – from Range 24 to Range 26
- Office Assistant 2 – from Range 9 to Range 10
- Training and Development Specialist 1 – Class Study
- Training and Development Specialist 2 – Class Study

Effective July 1, 2021, all employees in these classifications will retain their current salary rate in the new range except that employees whose current rate is below the first (1st) step of the new range shall be moved to the first (1st) step in the new range and a new salary eligibility date will be established twelve (12) months later. For an employee whose rate is within the new salary range, but not at a corresponding salary step, their current salary rate shall be adjusted to the next higher rate closest to their current salary upon the effective date.

See LOA: [Training and Development Specialist Class Study](#)

REV: 2017, 2019, 2021

ARTICLE 23 - STRIKES, LOCKOUTS AND PICKET LINES

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

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

Upon notification confirmed in writing by the Agency to the Association that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Association shall advise such striking employees in writing, with a copy to the Agency and Department of Administrative Services, to return to work immediately. Such notification by the Association 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 Employment Relations Board, the grievance arbitration procedure or may be pursued in the Courts at the discretion of the moving party as appropriate.

ARTICLE 24 - LEGISLATIVE ACTION

Section 1.

Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted promptly by the Department of Administrative Services to the Legislative Assembly and both parties shall jointly recommend passage of the funding and statutory changes.

Section 2.

Should the legislature not be in session at the time agreement is reached, the funding provisions of this Agreement shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both parties shall jointly recommend passage.

Section 3.

Should the legislature not be in session at the time agreement is reached, all other legislation necessary for the implementation of this Agreement shall be submitted to the next session (whether regular or special) of the Legislative Assembly.

ARTICLE 25 - SUCCESSOR NEGOTIATIONS

Section 1.

If one of the parties desires to modify the Agreement, either shall notify the other party in writing no later than February 15 of the last year of the Agreement.

Section 2.

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

Section 3.

The Agency will allow up to five (5) employees to attend collective bargaining sessions as members of the Association's negotiating team. If the Agency grows to 159 FTE employees from the date of the signing of this Agreement, the Association shall be allowed a sixth paid member for the bargaining team.

The Employer agrees to grant leave with pay for the affected employees. The Association 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. Upon mutual agreement of the Parties, subject matter experts may be paid to attend negotiations to inform particular discussions.

ARTICLE 26 - TERM OF AGREEMENT

Unless otherwise noted in the Agreement, this Agreement becomes effective on the date of ratification and expires on June 30, 2023. The Association shall send a letter informing the Department of Administrative Services Labor Relations Unit and the affected Agency of the specific ratification date of the Tentative Agreement.

REV: 2017, 2019, 2021

ARTICLE 27 - LEADWORK

Section 1.

Leadwork duties shall be formally assigned in writing by the supervisor to employees who are directed to assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; provide informational assessment of workers' performance to supervisor; and orient new employees.

Section 2.

When such leadwork assignments exceed ten (10) consecutive calendar days, the employee shall be compensated for all hours actually worked beginning from the first day of the assignment and for the full period of that particular assignment.

Section 3.

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

Section 4.

Employees shall receive a five percent (5%) differential for work performing assigned leadwork duties over two (2) or more employees for ten (10) consecutive calendar days or more provided the leadwork duties are not included in the classification specification for the employee's position.

ARTICLE 28 - LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose.

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

Section 2. Committee Composition.

The Committee shall be composed of four (4) members appointed by the Association and four (4) members appointed by the Director of the Agency. The Director may serve as an alternate member. Representatives from Department of Administrative Services, the Association, or other individuals may be invited, who may provide information or act as advisors.

Section 3. Meetings and Agenda.

The Labor/Management Committee shall meet as necessary. Labor/Management Committee meeting agendas shall be prepared in advance. Items for inclusion on an agenda shall be

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

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

Section 4. Authority of Committee.

The Labor/Management Committee shall have no power to contravene any provision of this Agreement; nor to enter into any Letter of Agreement; negotiate, or to resolve disputes concerning the interpretation or application of any provision of this Agreement. The Committee shall be empowered to make joint recommendations on issues which are brought before it. Such recommendations approved by the Committee shall be presented to the Director for response and/or action. The Director's response shall be in writing and shall be submitted to the Committee and all concerned parties.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the timeframes of the settlement of disputes procedure [Article 6 \(Discipline, Discharge and Grievance Procedure\)](#).

Section 5. Committee Evaluation and Training.

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

Labor/Management training offered by the Employer shall be provided to no more than three (3) DPSST Association representatives at no cost.

ARTICLE 29 - CONTRACTING OUT

Section 1.

The Association 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 Association 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 Association 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 Association shall have the opportunity to submit an alternate proposal. The notification by the Employer to the Association 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 Association's alternate proposal provided under Section 1. If the Employer's evaluation of the Association'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 Association proposal.

Section 3.

Should any full-time bargaining unit member become displaced as a result of contracting out, the Employer and the Association shall meet to discuss the effect on bargaining unit members.

The Employer's obligation to discuss the effect of such contracting does not obligate it to secure the agreement of the Association 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 Association, a list of service credits for employees in all potentially affected classifications within the Agency. Within five (5) business days of the notice, the affected employees will notify the Agency of acceptance of the Agency's option or decision to exercise their rights under (c) below:

- A.** Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to [Article 11, Layoff](#), an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or
- B.** Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with [Article 8, Filling of Vacancies](#), this Article shall prevail.

- C. An employee may exercise all applicable rights under [Article 11, Layoff](#).

Section 5.

Upon request, the Association may view state contracts deemed public records. The Association will contact the agency manager responsible for procurement and contracts to arrange a time to review the contracts. The agency will let the Association review any contracts that the agency itself stores, and are available through public records request. The Association will contact the state archivist for older contracts under the public records law. The Association 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 Association 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.

REV: 2017

ARTICLE 31 - HEALTH AND SAFETY

Section 1.

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. Issues arising under this Section are not arbitrable.

The Department of Public Safety Standards and Training will give serious consideration to safety and health issues/recommendations received from the joint Labor/Management Committee or safety committee.

Section 2.

The Agency shall provide and maintain necessary equipment, as determined by the Agency, and shall make such equipment available to employees required to use such equipment. Protective clothing and safety devices shall remain the property of the Agency and shall be returned to the Agency upon termination of employment.

ARTICLE 32 - 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.

When job-related education and training is requested by an employee and approved in writing by management, the Agency may provide books, pay part or all of the tuition costs, leave

and/or necessary travel and mileage expense except as limited by [Article 21 \(Travel, Mileage and Moving Expense Reimbursement\)](#).

Section 4.

When in the judgment of management it is in the best interest of the State and is consistent with the operating requirements and budgetary constraints of the Agency, the Agency will provide:

1. Developmental assignments and job rotation assignments for employees.
2. Training for employees for the purpose of upward mobility and job enrichment.

Section 5.

Upon employee request, cross-training within same bargaining unit classification may be allowed based on operational workload. Specific terms of the reassignment will depend on individual requests and must be mutually agreed upon by both the employee and supervisor. Agreed upon arrangements may be interrupted and rescheduled, if necessary. Cross-training is developmental and is without additional compensation.

ARTICLE 33 - INCLEMENT CONDITIONS

Section 1.

When, in the judgment of the Agency Head or designee, inclement weather/hazardous conditions require the closure or curtailing of operations within the employees' regularly scheduled work day and the employees are ordered home, those employees who are ordered to leave work will be paid for the remainder of their regularly scheduled shift.

The Employer/Agency will announce closures, delayed openings and/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 Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these notification methods and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work (essential staff). For purposes of this Article, essential staff are those staff who cannot perform their core job duties from a remote work location. The Agency shall designate essential staff and notify incumbents of their status by November 1 of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).

Where the Agency has announced a delayed opening, 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 to work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may temporarily modify their schedule with manager's approval, or cover their time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.

Essential staff who are required to report to work by the Employer/Agency shall be on leave without pay status if absent, unless otherwise on authorized 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.

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 2.

When the Agency Head, or designee chooses to close an office or facility before the start of an employee's work day, one (1) of the following options will be implemented for FLSA non-exempt employees who are deemed nonessential:

- A.** The employee will work from home or an alternate work location for at least one half (1/2) of their regular work day. The balance of the employee's work day will be paid inclement weather/hazardous conditions leave for up to forty (40) hours per biennium, or
- B.** If no work is available or the employee is unable to work from home or an alternate work location, the employee will choose to use accrued vacation hours, compensatory time off, personal business leave, leave without pay or inclement weather/hazardous conditions leave not to exceed forty (40) hours per biennium, or
- C.** 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.
- D.** In the event the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more closures during the biennium, the employee will choose to use accrued vacation hours, personal business leave, compensatory time off, leave without pay, or with prior Agency approval, temporarily adjust their work hours during the same work week. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.
- E.** Employees will not be eligible for inclement weather/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or when the employee is on pre-scheduled leave.
- F.** Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.
- G.** Inclement weather/hazardous conditions leave not used during the biennium will be forfeited and will not carry over into the next biennium, nor is such leave compensable if the employee separates from state service.
- H.** Part time employees will receive a prorated amount of inclement weather/hazardous conditions leave when applicable.

Section 3. Evacuated from Home.

Employees who have been evacuated from their homes shall be eligible to use inclement weather/hazardous conditions leave not to exceed a combined total of forty (40) hours per biennium.

Section 4. Inclement Weather/Hazardous Conditions and Existing Remote Work Agreements.

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. If an employee declines an alternate worksite, the employee shall use accrued vacation leave, compensatory time off, personal leave, or leave without pay.

Section 5.

If notice of closure is not provided by telephone, television, radio or internet, and the employee reports to their regularly scheduled shift of work, they shall either be assigned work and paid for the full shift of work, or may utilize one (1) of the options in Section 2 of this Article.

Section 6.

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

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 or weather-related hazardous conditions, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal leave or approved leave without pay.

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 hazardous conditions may be allowed to work from home with prior approval of their supervisor.

REV: 2017, 2021

ARTICLE 34 - POSITION DESCRIPTIONS

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

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

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

ARTICLE 35 - HARDSHIP LEAVE

Section 1.

As used in this Article:

- A. "Accumulated Leave" includes but is not limited to sick, vacation, or 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 an extended illness or injury or while attending a family member suffering from an extended illness or injury requiring an absence from work for more than ten (10) days. The Agency may request medical documentation.

Section 2.

A regular-status employee may make irrevocable donations of accrued vacation leave or compensatory time, in two (2) hour increments, to another employee of the Agency who has exhausted all accumulated leave while recuperating from a prolonged illness or injury, or attending to a family member recuperating from a prolonged illness or injury. Family members are limited to an employee's spouse, children or stepchildren, parents, grandparents or other legal dependent.

Section 3.

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

Section 4.

Applicants for hardship leave shall apply in writing to Human Resources Division. The statement must include the nature, severity, expected duration of the absence, and the expected frequency of the treatment or absences.

Section 5.

Upon determination that an employee's request satisfies "prolonged illness or injury" requirements, for eligible employee illness/injury the Agency shall approve one (1) leave totaling not more than sixty (60) work days during the contract term. Such leave may be used

intermittently. Approval shall be subject to availability of donations from Agency employees to cover all hardship leave costs. Upon approval by the Agency, the Association will be notified.

Section 6.

Employees on Workers' Compensation shall not be eligible for hardship leave.

Section 7.

The terms of this Article shall be strictly enforced.

Section 8.

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

Section 9.

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: 2019

ARTICLE 36 - UNIFORMS

If uniforms are required, the Employer agrees to the following:

1. Provide the required uniforms for employees in the bargaining unit;
2. Repair or replace damaged, worn, and unserviceable uniforms;
3. Provide each employee who is required by management in writing to wear the uniform on a regular basis, forty-five dollars (\$45.00) per quarter (every three (3) months) for cleaning.
4. The Agency will provide for the dry cleaning of the Training Coordinator's Class A uniforms on a schedule to be determined by Management.

REV: 2017

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.

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

- B. A person appointed from classified regular status to a limited duration appointment shall be entitled to rights under the layoff procedure in the new agency.

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 condition. Such notification shall include the following:

- 1. That the appointment is of limited duration.

- 2. That the appointment may cease at any time.

- 3. That persons who accept a limited duration appointment who were formerly classified regular status State employees are entitled to rights under the layoff procedure starting from the prior class.

ARTICLE 38 - DIFFERENTIALS

Section 1. Shift Differential.

All employees who work a regular schedule (including all day Saturday and Sunday), excluding overtime, shall be paid a differential for each hour or major portion thereof (thirty (30) minutes or more) worked between 6:00 p.m. and 6:00 a.m. The differential shall be one dollar (\$1.00) per hour.

In addition, all employees who work on a Saturday or Sunday shall be paid a differential for each hour or major portion thereof, (thirty (30) minutes or more) of seventy-five cents (\$0.75) per hour.

Section 2. Bilingual Differential.

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

Section 3. High Work Differential.

When an employee is required to perform work more than twenty (20) feet directly above the ground or water and use of safety ropes, scaffolds, boatswain chairs, or other similar safety devices are required for support, the employee shall receive a high work differential. The differential shall be one dollar and fifty cents (\$1.50) per hour for all hours or any portion of an hour that high work is performed.

REV: 2017

ARTICLE 39 - 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 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.

Section 3. Payroll Reconciliation

Section 1, Subsections A (2), A (3) and A (4) shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one (1) pay period to another. The employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

ARTICLE 40 – CALL BACK COMPENSATION

Section 1.

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

Section 2.

An employee who is called back to work outside their regular shift, will receive the appropriate rate of compensation in accordance with this Agreement for hours actually worked; time starts when the employee leaves home and returns home; but in no event will the employee be paid less than two and sixty-seven one-hundredths (2.67) hours at the overtime rate of pay.

Section 3.

This provision will not apply when call back results from employee oversight (e.g., taking home necessary keys, equipment). This provision does not prevent the Agency from calling employees for information not requiring call back.

REV: 2017, 2021

ARTICLE 41 – REPORTING TIME

Section 1.

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

Section 2.

An employee who is scheduled for work and reports for work shall be paid a minimum of two (2) hours.

Section 3.

When a change in reporting time is requested by an employee and approved by the Agency, reporting time pay and shift differential associated with the changed schedule shall be waived.

REV: 2017

ARTICLE 42 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

Section 1.

- A.** An appeal may be filed by an individual employee or a Representative 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 Association 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 Association 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 Association 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 Association 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 Association 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 43 – COMMERCIAL DRIVERS LICENSES – DRUG TESTING

The Parties agree to the following:

Section 1. Application.

This Agreement covers all OPSA represented employees who are required to possess a commercial drivers license and perform safety-sensitive functions. This Agreement is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for Commercial Drivers Licenses (CDLs) and applicable law.

Section 2. Implementation.

For purposes of implementing the requirement of a Commercial Drivers License, the Agency will pay costs of the initial physical examinations which are not covered by the employee's insurance, drug and/or alcohol tests, DMV knowledge tests and the license fee for employees initially identified as required to possess a CDL and employed as of the signing of this Agreement. The Agency will not pay these costs for persons requiring the CDL who are hired after the signing of this Agreement. The Agency agrees to pay the renewal fee for required CDLs, and the costs of future physicals required every two (2) years for medical certification purposes under Section 391.45 of the federal regulations.

Section 3. Payment for Testing.

The Agency will pay for random, reasonable suspicion, post-accident and return-to-duty testing. If an employee wants additional tests conducted, the employee must pay for those

additional tests. As used herein, a drug test may include both the initial test and confirmation of a single specimen. Testing will be for substances listed in Part 40.21(a).

Section 4. Pre-Employment Testing.

A pre-employment alcohol and drug test will be conducted under the following conditions, except where conditions listed in Part 382.301(b)(c) are met.

- A. New hire to the Agency, unless the employee meets the requirements outlined in the regulations.
- B. Return from layoff.
- C. Promotions, demotions and transfers where the employee moves into a position that requires a CDL.
- D. Where an employee possesses a CDL and receives a new assignment requiring the possession of a CDL yet does not change positions.

Section 5. Random Test “Pool.”

For purposes of random testing required by Part 382.305, all affected OPSPA-represented employees shall be placed in the same “pool.”

Section 6. Consequences of Positive Tests.

After a Medical Review Officer review, when the Agency receives notice of an employee’s positive test, the Agency will take one (1) or more of the following actions in addition to removing the employee from safety-sensitive functions.

A. Random, Reasonable Suspicion and Pre-Employment Tests.

- 1. Temporarily assign the employee to non-safety sensitive functions.
- 2. Allow an employee to take accrued leave or leave without pay pursuant to the requirements of the Collective Bargaining Agreement (CBA) if the Agency does not assign non-safety-sensitive functions.
- 3. Refer the employee to rehabilitation and last chance agreement, if appropriate.
- 4. Take disciplinary action pursuant to the requirements of the CBA.

In the case of pre-employment testing for promotions, demotions or transfers where the employee is moving from a position that does not require a CDL to a position that does require a CDL, an additional option is to rescind the appointment.

- B. Post Accident, Follow-Up and Return-to-Duty Testing.** The parties acknowledge that an Agency, at its own discretion, may decide to offer a last chance agreement to an employee as an alternative to termination. However, nothing in this Letter of Agreement shall preclude an Agency from issuing a lesser form of discipline in conjunction with offering a last chance agreement. Last chance agreements will not include blood testing or additional follow-up testing not required by the certified substance abuse.

Section 7. Use of Leaves.

- A. An employee will be granted Agency time for actual testing, traveling to and from the test site if such travel is required and for meeting with the medical review officer if such meeting is necessary.
- B. An employee who tests positive in a random, reasonable suspicion or post-accident test can use appropriate accrued leave or leave without pay pursuant to the terms of the Collective Bargaining Agreement when removed from their position when the Agency does not assign the employee non-safety-sensitive functions to perform.
- C. An employee can use accrued leave or leave without pay pursuant to the terms of the Collective Bargaining Agreement to enroll in and participate in a rehabilitation program and for meeting with the certified substance abuse professional, if such meeting is required.
- D. If test results are later found to be negative, and the employee used accrued leave when removed from a safety-sensitive function, the employee's leave accrual balance will be restored.

Section 8. Refusal to Test.

An employee will be terminated pursuant to the requirements of the CBA.

Section 9. Definition of "Accident" for Purposes of Post-Accident Testing.

The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal Regulations. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the Federal Regulations.

Section 10. Status of Person on Return from Layoff.

The consequences for a person on a return from a layoff list as a result of a positive test will be the following:

A. Return from Layoff.

- 1. Alcohol test results of 0.04 or greater or a positive drug test. Upon notice from the employee, the Agency will consider that they exercise their right of denial or refusal under the CBA and will be removed from the layoff list.
- 2. Alcohol test results of less than 0.04. The Agency will require that the employee take a subsequent test prior to hire, not sooner than twenty-four (24) hours from the time of the original test. If the subsequent alcohol test is negative, the person will be hired. If the subsequent alcohol test is positive, the employee will notify the Agency that they are exercising their one right of refusal under the CBA and will be removed from the layoff list.

Section 11. Employees Authorized to Require Reasonable Suspicion Testing.

In addition to supervisors, an OPSA represented employee may be assigned to determine reasonable suspicion testing of an employee only when:

- 1. The employee has been formally assigned in writing to perform the responsibilities of a management service position, and,

2. The employee has been trained to determine “reasonable suspicion” in accordance with Federal Regulations covering alcohol and drug testing for commercial drivers, or has received equivalent training from DPSST.

Whenever practicable, the concurrence of two (2) supervisors is necessary to require a reasonable suspicion testing of an employee. If the test results are negative, the Agency may review to determine if the supervisors acted in good faith.

ARTICLE 44 – JOB SHARING

The Parties agree to the following provisions, pursuant to ORS 240.013:

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 (1) 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 voluntarily demote. If the above conditions are not available or not acceptable, the employee agrees to resign.

ARTICLE 45 – 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 Association 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 46 – RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR CLASSIFIED SERVICE

Section 1.

Voluntary demotion of a Management Service employee to a position in a bargaining unit will not occur until the provisions of [Article 8, Section 1 \(Filling of Vacancies\)](#) have been completed. After compliance with [Article 8, Section 1](#) the Management Service employee may voluntarily demote into the bargaining unit.

Section 2.

While out of the bargaining unit, the employee shall not accrue service credits for purposes of seniority based layoff procedures.

LETTER OF AGREEMENT – ARTICLE 11 – PILOT PROGRAM 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 to the Agency 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 to a position when there is a vacant position the Agency intends to fill;
- e. The employee's name shall remain on the Agency Layoff List for two (2) years from the date of voluntary resignation, and,
- f. If the employee rejects a recall offer for their former work location, the employee's name will be removed from the list.

Section 4.

This Letter of Agreement is renewed for the 2021-2023 Collective Bargaining Agreement.

LETTER OF AGREEMENT – ARTICLE 20 - PART-TIME MEDICAL INSURANCE AND SUBSIDY

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), and the Oregon Public Safety Association (Association).

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

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 medical 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 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 as calculated under [Article 20 – Health and Welfare Insurance](#) as follows:

a) Part-Time Employee 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 enrollment tier, for plan Years 2021, 2022 and 2023. The part time subsidy shall be determined by PEBB for each plan year.

b) Part-time, Seasonal and Intermittent Employees Electing Full Time Insurance

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

The employee will pay the premium balance.

LETTER OF AGREEMENT - ARTICLE 22 - PAY LINE EXCEPTION

This Letter of Agreement is entered into between the State of Oregon Department of Administrative Services (Employer) on behalf of the Department of Public Safety Standards and Training (Agency) and the Oregon Public Safety Association (Association).

The purpose of this Agreement is to establish a pay-line exception for Position No. 9956133 only in the Agency classification Public Safety Training Specialist, classification number 1340 or successor classification, effective April 1, 2002.

The parties agree as follows:

1. To establish a special pay arrangement for the Position No. 9956133 only, in the Public Safety Training Specialist 1.
2. Implementation of the special pay arrangement will be by paying a specific dollar amount equivalent to a Salary Range 37.
3. The amount is listed as an hourly rate of pay in the DAS Personnel Position Data Base (PPDB) system.
4. All pay changes for this position will require DAS approval and manual processing by the Agency.

This Letter of Agreement may be renewed in successor bargaining, subject to agreement of the parties. Renewed and affirmed for the 2021-2023 term of agreement.

LETTER OF AGREEMENT - ARTICLE 38 – INSTRUCTOR INCENTIVES

This Agreement is executed by OPSA on behalf of the Oregon Public Safety Association (Association) and the State of Oregon, acting through the Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Public Safety Standards and Training (Agency).

The Parties agree to implement the following:

1. Training Certification Incentive.

Any employee who is authorized and teaches at least sixteen (16) hours in one (1) or more venues in addition to the employee's primary assignment will receive a incentive of two percent (2.0%), and any employee who is authorized and teaches at least thirty-two (32) hours in two (2) or more venues in addition to the employee's primary assignment will receive an incentive of four percent (4%) of their base rate of pay. For purposes of this incentive the following venues definitions are; D Building, Firing Range, Tactical Village, Basic Academies (classroom), Emergency Vehicle Operator Course, Center for Policing Excellence (CPE), Private Security/Private Investigations (PSPI) and Regional Law Enforcement Training Program.

2. Fire Instructor Certification Incentive.

Any employee who is authorized and who teaches at least sixteen (16) hours in two (2) of the fire series, will receive an incentive of two percent (2%) and any employee who is authorized and who teaches at least thirty-two (32) hours in three (3) or more of the fire series will receive an incentive of four percent (4%) of their base rate of pay. For purposes of this incentive the following series definitions are; Fire Officer Series (1021), Pumper Operator Series (1002), Fire Ground Leader Series (NFA), Vehicle Farm Machinery (1006), National Wildland Fire Operations, Emergency Medical Dispatch at Academy, and Fire Instructor Series (1041).

3. Implementation and Maintenance.

- A.** No later than January 1 of each year, employees will submit a request form for incentive pay to their manager. Employees who meet the criteria based upon the prior twelve (12) months will be granted the incentive for the remaining calendar year.
- B.** Employees may submit a request form for incentive pay to their manager at any time who meet the criteria for incentive pay. Incentives are effective on the first (1st) of the month following verification.

This Letter of Agreement is effective upon ratification and will automatically sunset on June 30, 2023.

LETTER OF AGREEMENT – PAY EQUITY

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf the Department of Public Safety Standards (Agency) and the Oregon Public Safety Association.

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

The Parties agree to the following:

1. **Application to Current Employees:** The Employer, an Agency Head or designee (with Chief Human Resource Office (CHRO) approval) may provide an unscheduled salary step increase to correct a pay inequity between employees who perform work of a comparable character and are similarly-situated based on relevant factors, identified in Oregon Revised Statute [ORS 652.220(2)], by which individual employees may be compensated differently. Unscheduled salary step increases may be initiated by any of the following processes:
 - (a) Periodic statewide equal pay analysis (to take place at least every three (3) years)
 - (b) Employee request
 - (c) Agency identified inequity
2. **Application to Returning Employees (including but not limited to reemployment and return from layoff).** An Agency Head or designee may offer a higher salary step than prescribed in the labor agreement when the Agency identifies a pay inequity between employees in the same classification who perform work of comparable character.
3. If an Agency plans to grant an unscheduled salary step increase to an employee, the Agency shall first forward the recommendation to CHRO, Classification and Compensation for review and analysis. The CHRO shall approve or disapprove the Agency recommendation and shall provide a written response back to the Agency. If approved, the Agency shall take action to implement the pay equity adjustment.
4. An employee may request a pay equity review by submitting a Pay Equity Review Request Form to the Agency Human Resource Department. The Agency Human Resource Department shall review the merits of the request based on the relevant factors and issue a written decision within sixty (60) calendar days, unless otherwise mutually agreed upon in writing.
5. Pay equity adjustments are generally effective on the date an employee made a written request to the Agency or the date the Agency submitted a request to DAS Classification and Compensation, whichever is earlier.

6. In the event an employee receives an unscheduled salary step adjustment for any of the reasons identified in Section 1, the employee's salary eligibility date shall remain the same.
7. Agencies shall retain all documents pertaining to decisions involving pay equity.
8. If the employee meets with the Agency or Employer regarding pay equity, the employee may request and obtain Association representation.
9. **Appeal Procedure- Agency-Level Pay Equity Decisions**
 - (a) If the employee disagrees with the Agency's decision the employee, or the Association on the employee's behalf, may submit a written appeal to the Department of Administrative Services Labor Relations Unit (LRU) no later than fifteen (15) calendar days from receipt of the Agency's decision. The employee, or the Association on the employee's behalf, shall forward all written documents as part of the appeal. The employee shall identify the factors outlined in ORS 652.220(2) the Agency did not properly consider. The Department of Administrative Services Labor Relations Unit (LRU) shall respond to the appeal in writing within thirty (30) calendar days.
 - (b) Pay equity appeals are not subject to arbitration. However, nothing in this Agreement precludes the employee from submitting a claim to the Bureau of Labor and Industries (BOLI) in accordance with BOLI's administrative rules or pursuing other legal recourse. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the decision under this Section.
 - (c) For purposes of this Agreement only, the appeal process in this Agreement replaces the grievance procedure outlined in the labor agreement.
 - (d) The Employer and Association may agree to an extensions of time in this Agreement upon mutual agreement in writing.
10. **Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions**
 - (a) An employee, or the Association on behalf of an employee, may appeal the Employer's decision concerning the employee's salary that resulted from a statewide equal pay analysis. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2).
 - (b) An appeal of the Employers' equal pay analysis decision may be filed by sending a completed DAS Pay Equity Appeal Form via electronic mail to CHRO.CNC@Oregon.gov no later than fifteen (15) calendar days from the date the employee receives notification of the equal pay analysis results. The Employer shall make a good faith effort to respond with a decision regarding the employee's appeal within one hundred and twenty (120) calendar days.

- (c) The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the Employer's decision under this Section.
 - (d) Pay adjustments made as a result of accepted appeals shall be made retroactively to January 1, 2022.
 - (e) To be eligible to file an appeal of the DAS statewide equal pay analysis decision, an employee must have been employed by a state executive branch agency as of July 1, 2021. Employees who do not meet this eligibility requirements may pursue an appeal through Section 9 of this Agreement.
 - (f) Employees at the top step of the salary range assigned to their job classification on or before January 1, 2022 are not eligible to file an appeal.
 - (g) The Employer shall notify an employee in writing of the outcome of the employee's appeal, including reasons for the decision.
 - (h) If the employee disagrees with the Employer's response, the employee may submit a claim to the Bureau of Labor and Industries or pursue other legal recourse. Pay equity appeals are not subject to arbitration.
 - (i) For purposes of this Agreement only, the appeal procedure in this Agreement replaces the grievance procedure outlined in the labor agreement covering the employee.
11. This Agreement becomes effective on the date of the last signature below and expires June 30, 2023.

**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 the Oregon Public Safety Association (Association).

The Parties agree to the following:

When a situation exists that would otherwise allow an employee to access Inclement Weather/Hazardous Conditions Leave, but 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.

LETTER OF AGREEMENT – PANDEMIC RECOGNITION PAY

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Oregon Public Safety Association (Association).

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 eighty (480) non-telecommuting hours to one thousand thirty-nine (1,039) non-telecommuting hours will receive a one (1)-time payment of one thousand fifty dollars (\$1,050). Regular hours count towards the non-telecommuting hours.
 - b. Frontline workers who worked one thousand forty (1040) non-telecommuting hours or more will receive a one (1)-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 (1)-time payment of five hundred seventy-five dollars (\$575).

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

LETTER OF AGREEMENT – NATURAL DISASTER LEAVE

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Oregon Public Safety Association (Association).

This Letter of Agreement shall supersede any conflicting provisions in the Collective Bargaining Agreement 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 vacation or compensatory leave.

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

LETTER OF AGREEMENT – TRAINING DIVISION STAFFING

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Oregon Public Safety Association (Association).

During the 2021-2023 Collective Bargaining Agreement, the Parties agree the Training Division shall establish quarterly staffing committee meetings, at a minimum, to discuss and attempt to resolve staffing issues in the Training Division. There shall be at least three (3) trainers, appointed by OPSSA, on the staffing committee.

APPENDIX A - COMPENSATION PLAN

Accountant 1	21	Office Specialist 1	13C
Accountant 2	23	Office Specialist 2	15C
Accountant 3	27	Operations & Policy Analyst 1	23
Accountant 4	30	Operations & Policy Analyst 2	27
Accounting Technician 1	13	Operations & Policy Analyst 3	30
Accounting Technician 2	18	Painter	22
Accounting Technician 3	19	Physical/Electronic Security Technician	17
Administrative Specialist 1	17	Physical/Electronic Security Technician 2	21
Administrative Specialist 2	20	Physical/Electronic Security Technician 3	23
Carpenter	22	Plumber	24
Compliance Specialist 1	21	Procurement & Contract Specialist 1	23
Compliance Specialist 2	25	Procurement & Contract Specialist 2	27
Compliance Specialist 3	29	Procurement & Contract Specialist 3	29
Custodian	10	Procurement And Contract Assistant	19
Education Program Specialist 1	30	Program Analyst 1	23
Education Program Specialist 2	33	Public Safety Training Specialist 1	27
Electrician 3	28	Public Safety Training Specialist 2	30
Electronic Publishing Design Specialist 3	23	Public Service Representative 1	9
Electronic Security Technician 1	24	Public Service Representative 2	13C
Executive Support Specialist 1	17	Public Service Representative 3	15
Facility Energy Technician 3	26	Public Service Representative 4	20
Facility Maintenance Specialist	18	Research Analyst 1	19
Fiscal Analyst 2	27	Research Analyst 2	23
Grounds Maintenance Worker 1	14	Research Analyst 3	26
Grounds Maintenance Worker 2	17	Research Analyst 4	30
Information Systems Specialist 1	17I	Safety Specialist 2	27
Information Systems Specialist 2	21I	Supply Specialist 1	14
Information Systems Specialist 3	24I	Supply Specialist 2	20
Information Systems Specialist 4	25I	Supported Employment Worker	3
Information Systems Specialist 5	28I	Training & Development Specialist 1	23
Information Systems Specialist 6	29I	Training & Development Specialist 2	27
Information Systems Specialist 7	31I	Video Producer	22
Information Systems Specialist 8	33I		
Laborer/Student Worker	12		
Office Assistant 2	10		

APPENDIX B – SALARY SCHEDULE

SALARY SCHEDULE AS OF JULY 1, 2021											
Salary Range	Pay/Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
03	AP									2736	2847
09	AP							2820	2931	3031	3157
10	AP						2820	2908	3031	3157	3292
12	AP				2820	2931	3031	3157	3292	3432	3580
13	AP			2820	2931	3031	3157	3292	3432	3580	3749
13C	AP		2820	2931	3031	3157	3292	3432	3580	3749	3932
14	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
17I	IP	3140	3272	3404	3554	3720	3895	4075	4263	4463	4672
18	AP	3157	3292	3432	3580	3749	3932	4121	4311	4516	4744
19	AP	3292	3432	3580	3749	3932	4121	4311	4516	4744	4971
20	AP	3432	3580	3749	3932	4121	4311	4516	4744	4971	5206
21	AP	3580	3749	3932	4121	4311	4516	4744	4971	5206	5459
21I	IP	3624	3795	3972	4155	4350	4556	4767	4992	5224	5466
22	AP	3749	3932	4121	4311	4516	4744	4971	5206	5459	5721
23	AP	3932	4121	4311	4516	4744	4971	5206	5459	5721	6004
24	AP	4121	4311	4516	4744	4971	5206	5459	5721	6004	6301
24I	IP	4147	4344	4551	4760	4983	5219	5463	5720	5990	6274
25	AP	4311	4516	4744	4971	5206	5459	5721	6004	6301	6602
25I	IP	4501	4711	4930	5164	5406	5660	5926	6205	6497	6803
26	AP	4516	4744	4971	5206	5459	5721	6004	6301	6602	6929
27	AP	4744	4971	5206	5459	5721	6005	6301	6602	6929	7260
28	AP	4971	5206	5459	5721	6004	6301	6602	6929	7260	7620
28I	IP	5022	5262	5506	5768	6038	6321	6620	6932	7258	7600
29	AP	5206	5459	5721	6004	6301	6602	6929	7260	7620	7995
29I	IP	5374	5623	5890	6167	6459	6761	7079	7415	7761	8124
30	AP	5459	5721	6004	6301	6602	6929	7260	7620	7995	8391
31I	IP	5949	6229	6523	6829	7151	7489	7840	8208	8591	8992
33	AP	6301	6602	6929	7260	7620	7994	8391	8807	9219	9685
33I	IP	6482	6786	7107	7443	7796	8160	8548	8956	9380	9825

SALARY SCHEDULE AS OF DECEMBER 1, 2021

<u>Salary Range</u>	<u>Pay/Range Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
03	AP									2821	2932
09	AP							2905	3016	3116	3242
10	AP						2905	2993	3116	3242	3377
12	AP				2905	3016	3116	3242	3377	3518	3670
13	AP			2905	3016	3116	3242	3377	3518	3670	3843
13C	AP		2905	3016	3116	3242	3377	3518	3670	3843	4030
14	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
17I	IP	3225	3357	3489	3643	3813	3992	4177	4370	4575	4789
18	AP	3242	3377	3518	3670	3843	4030	4224	4419	4629	4863
19	AP	3377	3518	3670	3843	4030	4224	4419	4629	4863	5095
20	AP	3518	3670	3843	4030	4224	4419	4629	4863	5095	5336
21	AP	3670	3843	4030	4224	4419	4629	4863	5095	5336	5595
21I	IP	3715	3890	4071	4259	4459	4670	4886	5117	5355	5603
22	AP	3843	4030	4224	4419	4629	4863	5095	5336	5595	5864
23	AP	4030	4224	4419	4629	4863	5095	5336	5595	5864	6154
24	AP	4224	4419	4629	4863	5095	5336	5595	5864	6154	6459
24I	IP	4251	4453	4665	4879	5108	5349	5600	5863	6140	6431
25	AP	4419	4629	4863	5095	5336	5595	5864	6154	6459	6767
25I	IP	4614	4829	5053	5293	5541	5802	6074	6360	6659	6973
26	AP	4629	4863	5095	5336	5595	5864	6154	6459	6767	7102
27	AP	4863	5095	5336	5595	5864	6155	6459	6767	7102	7442
28	AP	5095	5336	5595	5864	6154	6459	6767	7102	7442	7811
28I	IP	5148	5394	5644	5912	6189	6479	6786	7105	7439	7790
29	AP	5336	5595	5864	6154	6459	6767	7102	7442	7811	8195
29I	IP	5508	5764	6037	6321	6620	6930	7256	7600	7955	8327
30	AP	5595	5864	6154	6459	6767	7102	7442	7811	8195	8601
31I	IP	6098	6385	6686	7000	7330	7676	8036	8413	8806	9217
33	AP	6459	6767	7102	7442	7811	8194	8601	9027	9449	9927
33I	IP	6644	6956	7285	7629	7991	8364	8762	9180	9615	10071

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>
03	AP									2921	3032
09	AP							3005	3116	3216	3343
10	AP						3005	3093	3216	3343	3482
12	AP				3005	3116	3216	3342	3482	3627	3784
13	AP			3005	3116	3216	3342	3482	3627	3784	3962
13C	AP		3005	3116	3216	3343	3482	3627	3784	3962	4155
14	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
17I	IP	3325	3461	3597	3756	3931	4116	4306	4505	4717	4937
18	AP	3343	3482	3627	3784	3962	4155	4355	4556	4772	5014
19	AP	3482	3627	3784	3962	4155	4355	4556	4772	5014	5253
20	AP	3627	3784	3962	4155	4355	4556	4772	5014	5253	5501
21	AP	3784	3962	4155	4355	4556	4772	5014	5253	5501	5768
21I	IP	3830	4011	4197	4391	4597	4815	5037	5276	5521	5777
22	AP	3962	4155	4355	4556	4772	5014	5253	5501	5768	6046
23	AP	4155	4355	4556	4772	5014	5253	5501	5768	6046	6345
24	AP	4355	4556	4772	5014	5253	5501	5768	6046	6345	6659
24I	IP	4383	4591	4810	5030	5266	5515	5774	6045	6330	6630
25	AP	4556	4772	5014	5253	5501	5768	6046	6345	6659	6977
25I	IP	4757	4979	5210	5457	5713	5982	6262	6557	6865	7189
26	AP	4772	5014	5253	5501	5768	6046	6345	6659	6977	7322
27	AP	5014	5253	5501	5768	6046	6346	6659	6977	7322	7673
28	AP	5253	5501	5768	6046	6345	6659	6977	7322	7673	8053
28I	IP	5308	5561	5819	6095	6381	6680	6996	7325	7670	8031
29	AP	5501	5768	6046	6345	6659	6977	7322	7673	8053	8449
29I	IP	5679	5943	6224	6517	6825	7145	7481	7836	8202	8585
30	AP	5768	6046	6345	6659	6977	7322	7673	8053	8449	8868
31I	IP	6287	6583	6893	7217	7557	7914	8285	8674	9079	9503
33	AP	6659	6977	7322	7673	8053	8448	8868	9307	9742	10235
33I	IP	6850	7172	7511	7865	8239	8623	9034	9465	9913	10383

SIGNATURE PAGE

Signed this 13th day of September, 2021 at Salem, Oregon.



**FOR THE
STATE OF
OREGON**

Handwritten signature of Katy Coba in blue ink.

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

Handwritten signature of Madilyn Zike in black ink.

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

Handwritten signature of Nettie Pye in black ink.

**Nettie Pye
State Labor Relations Manager
DAS CHRO Labor Relations Unit**

Handwritten signature of Brian Henson in black ink.

Brian Henson, Bargaining Team Member

Handwritten signature of Jeffery Henderson in black ink.

Jeffery Henderson, Bargaining Team Member

Handwritten signature of Suzy Herring in black ink.

Suzy Herring, Bargaining Team Member

Handwritten signature of Audra Anderson in black ink.

Audra Anderson, Bargaining Team Member

**FOR THE OREGON PUBLIC
SAFETY ASSOCIATION**

Handwritten signature of Robert Primm in black ink.

Robert Primm, OPSPA President

Handwritten signature of Andy Bechdolt in black ink.

Andy Bechdolt, Bargaining Team Member

Handwritten signature of Arty Morrison in black ink.

Arty Morrison, Bargaining Team Member

Handwritten signature of BJ Schmid in black ink.

BJ Schmid, Bargaining Team Member

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

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