

## **Summary of 2021-2023 AFSCME Central Table Contract Changes**

### **Term of Agreement**

- Two-year term of agreement, expiring June 30, 2023.

### **Insurance/Health & Welfare**

- Status quo on health insurance contributions.
- Housekeeping changes to Plan Years

### **Salary Increase/COLA**

- 12/1/2021—2.5% COLA, but not less than \$85 per month (prorated for PT employees)
- 12/1/2022—3.1% COLA, but not less than \$100 per month (prorated for PT employees)
- Classification studies for the following classifications:
  - Training and Development Specialist 1 and 2
- Salary Selectives for the following classifications:

○ Office Assistant 1	SR 7 to SR 8
○ Office Assistant 2	SR 9 to SR 10
○ Facility and Energy Technician 1	SR 16 to SR 18
○ Facility and Energy Technician 2	SR 20 to SR 22
○ Facility and Energy Technician 3*	SR 24 to SR 26
○ Facility and Energy Technician 4	SR 26 to SR 29

  - All other classifications under the AFSCME Central Table that receive a salary range increase at other bargaining units will be reviewed and negotiated consistent with standard practices. All AFSCME classifications that are part of a classification study negotiated at other bargaining units will be included.
  - Effective July 1, 2021, all employees in the classifications listed above will retain their current salary rate in the new range except that employees whose current rate is below the first (1<sup>st</sup>) step of the new range shall be moved to the first (1<sup>st</sup>) 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, his/her current salary rate shall be adjusted to the next higher rate closest to his/her current salary upon the effective date. “Red-circle” under Article 81, Section 3 will apply when appropriate, (i.e., in cases of downward reclassification).
  - \*FET3 has separate identified implementation of selective due to their 5% recruitment/retention differential ending.

### **Pre-Retirement Counseling**

- Created standard language for all CT Tables.
- Remove eligibility requirements for use of Pre-Retirement counseling leave.
- Remove reference to 3.5 days of leave and replaces with 28 hours of leave.

### **Personnel Records**

- Updated language to clarify the 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.
- Agencies store paper documents of the official employee personnel file and paper documents that are not yet able to be kept in the system, including paper documents that predate January 1, 2019.
- Removed outdated language.

### **Vacation Cashout**

- Removal March cash out date.
- Vacation cash out can be made during the fiscal year.
- Cash out payment made within 30 days from request.

### **Grievance and Arbitration Procedure**

- AFSCME has 30 days from DAS LRU response to file for arbitration panel.
- Arbitration panel pulled from Oregon and Washington, only.

### **Holidays**

- Adds Juneteenth on June 19<sup>th</sup> as a paid holiday
- Allows employees to use the special day of leave any time during the calendar year, where applicable.

### **Scheduling Leave**

- Employees can request time off with forecasted accrued vacation leave.

### **Bereavement Leave**

- Employees receive 24 hours per bereavement occurrence.

### **Performance Evaluations & Performance Pay**

- Changes language from Performance evaluations to quarterly check-ins.
- If quarterly check-in is missed, the employee may request a check-in and it will be scheduled within 30 days.
- Remove language regarding denial of performance increases.
- Remove language tying step increases to performance

### **Inclement or Hazardous Conditions**

- Adds active shooter or threats of violence as a reason the Employer/Agency may close or curtail offices.
- Provides up to two hours of commuting time as reasonably needed to report to work after a delayed opening has been announced. Employees may modify their schedule with manager's approval or cover the time with sick leave, vacation, comp time, personal leave, approved leave without pay or flex their time with manager's approval.
- Alternate worksites assigned will not be more than 50 miles from the employee's original worksite.

- If an employee declines the alternate worksite, the employee must use their own accrued leave, engage in agency approved electronic training or be on leave without pay.
- Clarified definition of essential employees for purposes of this Article. Essential employees are employees who cannot perform their core job duties or essential agency functions from a remote work location.
- Essential employees who are required to report to work and are absent shall be on approved LWOP unless on approved leave.
- Employees who have been evacuated from their homes are eligible to use inclement weather/hazardous conditions leave.
- Employees pre-approved to work remotely and unable to complete their assigned duties due to service outages will peruse alternate methods for completing their duties. Inclement conditions leave may be used for employees unable to work through an alternate method.
- Adds new Essential Worker Pay Differential—\$1/hr. differential for actual hours worked when an employee is required to report to work in person where other employees are able to access inclement weather/hazardous conditions leave.

#### **Working Remotely (Previously Telecommuting and Teleworking)**

- Adds language from DAS Policy encouraging working remotely where it is a viable option that benefits both the employee and the agency.
- Employees are eligible to work remotely when all or a portion of their duties can be successfully performed away from their primary duty station, upon agency approval.
- Requests to work remotely must be documented in the state HRIS system and responded to within 30 calendar days.
- If denied or rescinded, the supervisor must provide a written response with the reason. Once the written explanation has been provided, the employer may rescind the remote work with a minimum of seven days advance notice. Employees may rescind their remote work with 7 days advance notice.
- Employees may access inclement weather/hazardous conditions leave if they experience outages that prevent them from working, unless there is an alternate work location available.
- The Agency will provide basic technology equipment and office supplies to employees who are working remotely.
- Office furniture is normally provided by the employee. Subject to management approval, employee's working remotely may access the State surplus warehouse for office furniture for their remote work location.
- Establishes a working remotely denial or recession appeal as not arbitrable (except DEQ and DOJ).
- Working remotely denial or recession appeals may be appealed directly to an appeal panel consisting of a DAS LRU manager and a Union designee. (except DEQ and DOJ)

#### **New LOA—Natural Disaster Leave**

- Employees who have lost their primary residence, lost use of their primary residence or lost access to their primary residence due to a natural disaster are eligible for a maximum of eighty paid hour of paid administrative leave, prorated for part-time employees.
- Employees who have used the eighty hours of paid administrative leave may request donated leave, not to exceed the amount needed to cover the absence.

#### **New LOA—Childcare and Eldercare Exploratory Committee**

- Establishes a statewide joint labor-management committee to explore the significant impact that a lack of access to affordable childcare and eldercare has on working parents and families.
- Committee will determine the feasibility of establishing a childcare/eldercare fund to help offset the cost of dependent care for State employees.
- The Committee will complete their work by December 31, 2022.

#### **New LOA—Pandemic Recognition Pay**

- Employees designated as frontline workers between March 2020 and June 2021 will receive a one-time payment as follows:
  - Frontline workers who worked between 480 non-telecommuting hours to 1039 non-telecommuting hours will receive a one-time payment of \$1050. Regular hours count towards the non-telecommuting hours.
  - Frontline workers who worked 1040 non-telecommuting hours or more will receive a one-time payment of \$1550. Regular hours count towards the non-telecommuting hours.
  - In addition for qualify for the above, Frontline workers who worked 200 overtime hours or will receive a one-time payment of \$575.

#### **New LOA -- Payroll Computation Procedures**

- Creates a statewide joint labor-management committee to explore the impact on employees of the transition to a new payroll system.
- The committee may make recommendations or develop a report on their findings. Any recommendations or changes to mandatory subjects of bargaining will be brought to the successor bargaining or interim bargaining as appropriate.
- Current timing of paychecks and rate of pay will be maintained.

#### **New LOA—Air Quality (AQI)**

- Employees who are required to work outside when outdoor air concentration reaches the equivalent of an AQI at or above 151 will be provided with the appropriate OSHA recommended safety equipment.
- When elevated AQI levels require a building closure or delayed opening, Inclement/Hazardous Conditions Leave will apply.

#### **Housekeeping**

- Remove use of term ‘handicap’ from agreements and replace with ‘hinder.’