



# COLLECTIVE BARGAINING AGREEMENT

*between*

## DAS

THE DEPARTMENT OF  
ADMINISTRATIVE SERVICES

*on behalf of the*

DHS—STABILIZATION AND CRISIS UNIT

*and*

## AFSCME

LOCAL 1246-3 / COUNCIL 75,  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2023

-

2025

# SACU

**TABLE OF CONTENTS**

**PREAMBLE 1**

**ARTICLE 1 - RECOGNITION..... 1**

**ARTICLE 2 - EFFECT OF LAWS AND RULES ..... 2**

**ARTICLE 3 - LABOR/MANAGEMENT COMMITTEE ..... 2**

**ARTICLE 4 - AVAILABILITY OF THE PARTIES TO EACH OTHER ..... 3**

**ARTICLE 5 - NO STRIKE OR LOCKOUT..... 3**

**ARTICLE 7 - NONDISCRIMINATION ..... 3**

**ARTICLE 8 - MANAGEMENT'S RIGHTS ..... 4**

**ARTICLE 9 - UNION SECURITY ..... 4**

**ARTICLE 10 - DUES DEDUCTION/FAIR SHARE..... 7**

**ARTICLE 11 - EMPLOYEE STATISTICS ..... 7**

**ARTICLE 12 - EMPLOYEE RIGHTS..... 7**

**ARTICLE 13 - PERSONNEL RECORDS..... 8**

**ARTICLE 14 - GRIEVANCE PROCEDURE ..... 9**

**ARTICLE 15 - DISCIPLINE AND DISCHARGE ..... 11**

**ARTICLE 16A - TRIAL SERVICE..... 13**

**ARTICLE 16B - POSITION DESCRIPTIONS/QUARTERLY CHECK-INS ..... 14**

**ARTICLE 17 - SALARIES..... 14**

**ARTICLE 18 - PAY DAY AND PAY ADVANCES..... 15**

**ARTICLE 19 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/  
UNDERPAYMENTS ..... 15**

**ARTICLE 20 - SALARY ADMINISTRATION ..... 16**

**ARTICLE 21 - INSURANCE ..... 17**

**ARTICLE 22 - DIFFERENTIALS ..... 18**

**ARTICLE 23 - ON CALL..... 19**

**ARTICLE 24 - REPORTING PAY ..... 20**

**ARTICLE 25 - CALL BACK TIME ..... 20**

**ARTICLE 26 - WORK OUT OF CLASS ..... 20**

**ARTICLE 27 - SENIORITY ..... 20**

**ARTICLE 28 - WORK WEEK AND WORK SCHEDULING ..... 21**

**ARTICLE 29 - OVERTIME ..... 24**

**ARTICLE 30 - VACATION LEAVE ..... 28**

**ARTICLE 31 - HARDSHIP LEAVE DONATION ..... 29**

**ARTICLE 32 - HOLIDAYS ..... 30**

**ARTICLE 33 - SCHEDULING ACCRUED TIME OFF ..... 31**

**ARTICLE 34 - PERSONAL BUSINESS ..... 32**

**ARTICLE 35 - LEAVE WITH PAY ..... 33**

**ARTICLE 36 - LEAVES OF ABSENCE WITHOUT PAY..... 35**

**ARTICLE 37 - INCLEMENT WEATHER/ROAD HAZARDS..... 35**

**ARTICLE 38 - SICK LEAVE..... 37**

**ARTICLE 39 - WORKERS' COMPENSATION ..... 39**

**ARTICLE 40 - VOLUNTARY TRANSFERS WITHIN CLASS AND DEMOTIONS..... 40**

**ARTICLE 41 - INVOLUNTARY TRANSFERS ..... 41**

**ARTICLE 42 - PROMOTIONS..... 42**

## TABLE OF CONTENTS

ARTICLE 43 - LIMITED DURATION APPOINTMENTS .....	42
ARTICLE 44 - JOB SHARING.....	43
ARTICLE 45 - RECLASSIFICATION PROCEDURE.....	44
ARTICLE 46 - REVIEW OF CLASSIFICATION SERIES .....	46
ARTICLE 47 - LAYOFF .....	46
ARTICLE 48 - RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR CLASSIFIED SERVICE .....	50
ARTICLE 49 - PERSONAL PROPERTY REIMBURSEMENT .....	50
ARTICLE 50 - STATE CARS AND MILEAGE REIMBURSEMENT .....	50
ARTICLE 51 - TRAVEL REIMBURSEMENT.....	51
ARTICLE 52 - MOVING ALLOWANCE & REIMBURSEMENT OF HOUSEHUNTING COSTS .....	51
ARTICLE 53 – SAFETY AND HEALTH.....	51
ARTICLE 54 - HAZARD EXPOSURE.....	53
ARTICLE 55 - TRAINING AND EDUCATION.....	53
ARTICLE 56 - MEDICINE AND TREATMENT DUTIES.....	54
ARTICLE 57 - NEGOTIATIONS.....	54
ARTICLE 58 - LEGISLATIVE ACTION .....	54
ARTICLE 59 - SAVINGS.....	54
ARTICLE 60 - TERM OF AGREEMENT .....	54
ARTICLE 61 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS .....	55
ARTICLE 62 – CONTRACTING OUT.....	56
ARTICLE 63 – VOLUNTARY MEDICAL SEPARATION.....	57
ARTICLE 64 – EXIT INTERVIEWS.....	57
ARTICLE 65 – CRITICAL INCIDENT LEAVE .....	57
ARTICLE 66 – FLOAT POOL.....	58
ARTICLE 67 - WORKING REMOTELY.....	58
ARTICLE 68 – AIR QUALITY .....	60
ARTICLE 69 - PAID LEAVE OREGON .....	60
NEW LETTER OF AGREEMENT – ARTICLE 17 - SALARY AND BENEFIT REPORT.....	61
LETTER OF AGREEMENT – ARTICLE 17 - SALARY RANGE TRUNCATION .....	62
LETTER OF AGREEMENT – ARTICLE 17 – ONE-TIME PAYMENT COLA.....	65
LETTER OF AGREEMENT – ARTICLE 21 - PEBB MEMBER ADVISORY COMMITTEE.....	66
LETTER OF AGREEMENT – ARTICLE 22 – DIFFERENTIALS (MANDATED OVERTIME) .....	67
LETTER OF AGREEMENT – ARTICLE 22 DIFFERENTIALS (TEMPORARY VOLUNTARY OVERTIME INCENTIVE PAY) .....	68
LETTER OF AGREEMENT - ARTICLE 28 - WORK WEEK AND WORK SCHEDULING (Porting Workgroup).....	69
LETTER OF AGREEMENT - ARTICLE 29 – OVERTIME SECTION 9 .....	70
LETTER OF AGREEMENT – ARTICLE 29 – OVERTIME – WORKING PAST 17 HOURS.....	72
LETTER OF AGREEMENT – ARTICLE 54 – HAZARD EXPOSURE.....	73
LETTER OF AGREEMENT - ARTICLE 62 - CONTRACTING OUT - FEASIBILITY STUDY .....	74
LETTER OF AGREEMENT – JOB ROTATION / DEVELOPMENTAL OPPORTUNITIES .....	75
LETTER OF AGREEMENT – DIRECT SUPPORT PROFESSIONAL CERTIFICATION PAY.....	76
LETTER OF AGREEMENT – TRANSITION OF STAFF DUE TO WORKSITE CLOSURE .....	78
LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS.....	79

**TABLE OF CONTENTS**

**LETTER OF AGREEMENT – OREGON UNIONS STATE WORKER TRAINING FUND ..... 80**  
**LETTER OF AGREEMENT – CONTRACT SPECIALIST..... 81**  
**LETTER OF AGREEMENT – DIVERSITY, EQUITY AND INCLUSION..... 83**  
**LETTER OF AGREEMENT – ESSENTIAL WORKER INCLEMENT WEATHER/HAZARDOUS  
CONDITIONS PAY..... 84**  
**LETTER OF AGREEMENT – NATURAL DISASTER LEAVE..... 85**  
**LETTER OF AGREEMENT – STATE POLICY 50.050.01 WORKING REMOTELY UPDATES... 86**  
**LETTER OF AGREEMENT – CHILDCARE AND ELDERCARE EXPLORATORY COMMITTEE 87**  
**LETTER OF AGREEMENT – PAY EQUITY ..... 88**  
**LETTER OF AGREEMENT—BI-WEEKLY PAY PERIOD/WORKDAY..... 90**  
**LETTER OF AGREEMENT – POSITION REVIEW (TDS1s, TDS2s and OS2s) ..... 92**  
**LETTER OF AGREEMENT – RELIEF POOL PILOT ..... 93**  
**LETTER OF CLARIFICATION..... 94**  
**APPENDIX B - COMPENSATION PLAN ..... 96**  
**APPENDIX C - SALARY SCHEDULES ..... 97**  
**SIGNATURE PAGE – AFSCME SACU ..... 102**

## **PREAMBLE**

This Agreement is made and entered into by the State of Oregon, hereinafter referred to as the "Employer", acting by and through its Department on behalf of the ODHS Office of Developmental Disability Services, Stabilization and Crisis Unit (SACU), hereinafter referred to as the "Program", and the American Federation of State, County and Municipal Employees Local 1246, (SACU) Council 75, hereinafter referred to as the "Union".

REV: 2015

## **ARTICLE 1 - RECOGNITION**

### **Section 1.**

The Employer recognizes the Union as the sole and exclusive bargaining agent for all classified employees who are employed at the Oregon Department of Human Services (ODHS), Office of Developmental Disability Services, Stabilization and Crisis Unit (SACU), excluding Supported Individual Advocates, managerial, supervisory and confidential employees as defined in ORS 243.650 and any other employees certified by the ERB as a separate bargaining unit. The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.309 or part-time employees who regularly work thirty-two (32) hours or less per month.

### **Section 2.**

Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board. If the Employer establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the Employer shall notify the Union in writing seven (7) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the Employer in writing within ten (10) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the ten (10)-day period, the parties shall meet within fourteen (14) days of the above notification to discuss the matter. If an agreement is not reached within thirty (30) days, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted to the Employment Relations Board within the specified thirty (30) day period, the matter shall be considered resolved.

### **Section 3.**

This Agreement incorporates the sole and complete agreement between the parties resulting from negotiations held pursuant to the provisions of ORS 243.650 et. seq. It is acknowledged that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter for collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, if any, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. The Union further agrees to waive the right to bargain over any other mandatory subject of bargaining during the life of the Agreement. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the Employer and the Union.

### **Section 4.**

The parties agree that the Department of Administrative Services (DAS) - Chief Human Resource Office (CHRO) Rules and Policies and CHRO procedures relating to their implementation are without effect upon the Employer or members of the bargaining unit.

### **Section 5.**

- a. Should the CHRO change a written policy or issue a new policy which affects the working conditions of the bargaining unit members, and the working condition(s) is a mandatory subject of bargaining, notice will be given to the Union. If the Union believes such action to be unreasonable and the issue is a mandatory subject of bargaining, then, within seven (7) days of the date upon which the Union knows, the Union shall request that the Employer negotiate such matter.
- b. If the Union is not notified of such change regarding a mandatory subject of collective bargaining the policy shall be null and void, unless extended by mutual agreement.

**Section 6.**

Any meeting requested under this Article shall occur within five (5) days of:

- a. The Union's request to negotiate when the parties are in agreement that the subject is a mandatory subject of bargaining; or
- b. An Employment Relations Board ruling that the issue is a mandatory subject of bargaining.

If agreement is reached, it shall be reduced to writing and signed by both parties. If the parties are unable to reach agreement within fourteen (14) days following the negotiations and the Union continues to believe the written policy to be unreasonable, it shall notify the Employer of its intent to subject the matter to arbitration. Such written notification must be made during the fifteen (15) day period immediately following the above mentioned fourteen (14) day period. Failure to file such written notification within the prescribed time shall be understood by both parties to waive the Union's right to any further objection.

**Section 7.**

Should the Union decide to carry the matter to arbitration, the parties shall meet within the five (5) days immediately following receipt of notification of the Union's desire to arbitrate to select an arbitrator. Selection of an arbitrator shall be prescribed in [Article 14, Grievance Procedure](#).

**Section 8.**

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, unless the award is vacated pursuant to ORS 240.086. The power of the arbitrator in this process shall be limited to determining whether the policy, procedure or rule is unreasonable. If the arbitrator's ruling is that the policy, procedure or rule is unreasonable, the CHRO shall immediately withdraw the policy, procedure or rule. Unreasonable for purposes of this Article means that the balance of reason is in favor of not making the change. In other words, the negative effect upon bargaining unit members outweighs the need or benefit to the Employer.

**Section 9.**

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

**Section 10.**

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

**Section 11.**

All policies, procedures, and rules, and all provisions of this Agreement shall be applied equitably among employees to whom they apply.

*REV: 2015, 2019*

**ARTICLE 2 - EFFECT OF LAWS AND RULES**

This Agreement is subject to all applicable existing and future laws of the State of Oregon. In the event of a conflict between a provision of this Agreement and a rule or regulation of the Department of Administrative Services or any of its Divisions, the terms of this Agreement shall prevail.

**ARTICLE 3 - LABOR/MANAGEMENT COMMITTEE**

**Section 1. Purpose.**

The purpose of this Article is to promote harmonious relations between the Parties.

**Section 2. Meetings.**

A Labor/Management Committee (LMC) shall be established. Each party will designate up to four (4) representatives to the extent that such absences from duty do not cause a disruption of work or otherwise create a short staff situation. Off duty personnel participating in such meetings must do so on their own time. The actual meeting time will be established through mutual agreement. Refusal of either party to meet on a given subject does not constitute a contract violation.

The LMC shall meet no less than bi-monthly to share information and discuss mutual issues or concerns. LMC meeting agendas shall be prepared in advance. Items for inclusion on the agenda shall be provided to all members at least five (5) working days in advance of the scheduled meeting. The parties shall compile a mutually agreeable agenda, which will include notice of invited guests.

The LMC meetings shall be conducted in good faith. The parties shall alternate responsibility for chairing the meetings. The Agency shall be responsible for preparing the agenda, note taking and distribution of meeting approved minutes. At the beginning of each meeting action items (old business) will be discussed and assess any progress toward the resolution. If the action item has not be completed that item will be added to the current meeting agenda.

### **Section 3. Scope of Authority.**

Meetings will be held for purpose of discussion only. This committee will not enter into a binding agreement of any sort. Contractual type negotiation attempts to resolve individual grievances, or similar matters must be handled in the manner provided within the Contract and will not be proper subject matter for such meeting.

A joint meeting to deliver contract training will occur once every biennium.

REV: 2015

## **ARTICLE 4 - AVAILABILITY OF THE PARTIES TO EACH OTHER**

The parties agree that representatives of the Employer and the Union are each obligated to meet at reasonable times, at the request of the other party, for discussion of the Agreement, its interpretation, continuation, or modification. Both parties pledge to meet expeditiously and in good faith.

## **ARTICLE 5 - NO STRIKE OR LOCKOUT**

The Employer agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform their assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slow down by any other employees, such inability to provide work shall not be deemed a lockout.

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

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

## **ARTICLE 7 - NONDISCRIMINATION**

### **Section 1.**

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

### **Section 2.**

Any and all complaints alleging any form of unlawful discrimination which are brought to the Union for processing will be submitted directly to the Administrator or designee. If the complaint is not satisfactorily resolved within thirty (30) calendar days of its submission at the Administrator level, the employee may, if they choose to proceed with the complaint, file the complaint with the Bureau of Labor and Industries or the Equal Employment Opportunity Commission (EEOC) for final resolution.

Discrimination complaints will not be subject to the grievance procedure contained in this Agreement unless the Bureau of Labor and Industries or other such body declines jurisdiction in the matter. If the Bureau of Labor and Industries or other such body declines jurisdiction, then the employee may file a written grievance within thirty (30) calendar days from the date the Bureau of Labor and Industries declines jurisdiction of the complaint.

### **Section 3**

Sexual harassment is considered a form of sex discrimination. No employees shall be subjected to sexual harassment by the Employer, Union or other bargaining unit members.

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

The parties agree that the Employer and the SACU have the right to operate and manage 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, and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to suspend, reduce, demote, discharge for just cause as stated in [Article 15, Discipline and Discharge](#), or take other proper disciplinary action against employees; to lay off employees; and to promulgate rules, regulations, and personnel policies, provided that such right shall not be exercised so as to violate any of the specific provisions of this Agreement.

REV: 2015

## **ARTICLE 9 - UNION SECURITY**

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

The SACU agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall provide all present and future employees in the bargaining unit with a copy of the Agreement. The SACU and the Union shall share equally in the cost of the preparation of the Agreement. The SACU agrees to allow a duly certified Union representative thirty (30) minutes to speak to new employees about the Union's exclusive representation status, its benefits, and services available to the membership. This time will not be used for discussion of labor/management disputes.

If the Union representative is an employee of the SACU, they will be allowed time off without loss of pay to make the presentation.

The SACU agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall have available at the work site a copy of the collective bargaining agreement with AFSCME.

### **Section 2. AFSCME Staff Representatives.**

The Union will notify the SACU in writing of its staff representative of the Local, Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO. Upon proper introduction and notice, the representative shall have reasonable access to the premises of the SACU during all working hours to conduct Union business. These representatives shall observe the security regulations of the SACU. Such visits are not to interfere with the normal flow of work.

### **Section 3.**

Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by the employees during non-duty time.

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

- a. The Union shall notify the SACU Human Resources Manager or designee of the selection of Stewards. The Union shall be allowed two (2) Stewards per work site, including each of the Float Pools and COAT. Eliot is considered two (2) separate worksites for the purposes of this section. Staff shall utilize the assistance of an in-house Steward where appropriate. When this is not appropriate a Steward from a nearby house may be used by the employee.
- b. Stewards may receive but not solicit grievances from the bargaining unit, and may discuss complaints and grievances of employees in the bargaining unit on the premises and time of the SACU where that time coincides with the employees regularly scheduled hours, but only to such extent that it does not neglect or interfere with the work and duties of the Stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate bargaining unit grievances upon notice to their immediate supervisor. Release in such instances may not be immediate. If the permitted activities would interfere with either the Steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities.



No more than one (1) Steward shall be involved in the same grievance. No overtime costs shall accrue to the Employer as a result of such activities outside regularly scheduled hours.

Officers of the local who are members of this bargaining unit may process grievances but will be held to the same restrictions set forth for Stewards as specified above in this section.

Willful disregard for these procedures may result in loss of pay for unauthorized leave or disciplinary action.

- c. The Division agrees there shall be no reprisal, coercion, intimidation or discrimination against any Steward for the conduct of the functions described in this Article.
- d. At the Union's request, with thirty (30) days notices, Stewards for the Union shall be granted personal business, accrued vacation leave, accrued compensatory time or leave of absence without pay to attend the Union's Steward training session. When a Steward cannot attend due to a work (supported individual) emergency, the local president will be notified by the Steward.
- e. Executive Board Officers of Local 1246 shall provide the Agency with a list of prescheduled regular monthly Board meetings. Board officers from this bargaining unit shall then be allowed to attend at least two (2) regularly scheduled Board meetings per month. Attendance will be either on the basis of leave without pay or use of comp time, vacation, or personal business. Executive Board members should not be mandated during a shift prior to or during a union meeting.
- f. Meetings of the Executive Board specifically requested by the SACU, and mutually agreed to by the Union, which are held at locations, times and dates requested by the SACU shall be on the basis of no loss of pay for attending Board members from this bargaining unit, but SACU will incur no overtime liability nor will a Board member receive compensation for attending such meetings scheduled during a time that the employee would not normally be scheduled for work.

#### **Section 5. Bulletin Boards.**

The SACU agrees to furnish and maintain in each work area a bulletin board in a convenient place to be used exclusively by the Union for the posting of official Union notices only. The Union shall keep the bulletin boards neat and orderly. The Union agrees that it will not post material that is profane, obscene, or defamatory of the SACU or Employer or its representatives or employees. Materials which violate this subsection shall not be posted.

#### **Section 6. Use of Facilities.**

Upon request and approval of the House Manager, the Union shall be allowed to use a designated section of the facilities of the SACU to meet with its' members when such facilities are available and the meeting would not interfere with the business of the SACU.

Where access to SACU computer systems exist, the following communications between members and management are authorized:

- 1. Two-way communication relative to bargaining unit business between officially designated Union Officer (President, Vice President, Secretary, Treasurer, Stewards, Executive Board), and management.
- 2. Communications between designated Union Officers.
- 3. Notification from designated Union Officers to general members that there is a Union communication posted in the Union folder in the Agency public folders.
- 4. Personal use, as defined by DAS Policy, may include internal Union business.
- 5. Use of the SACU computer systems and e-mail system shall be consistent with DAS policies.

#### **Section 7. Discrimination Based on Union Activities.**

Allegations by employees of discrimination or harassment for protected Union activity shall not be subject to the grievance procedure; however, such allegations may be filed at the Employment Relations Board pursuant to ORS 243.650 et. seq.

#### **Section 8.**

Officer(s) shall be allowed to attend special house meetings agreed upon by Human Resources for the purpose of addressing major conflicts between staff/staff and/or management and staff.

#### **Section 9. AFSCME President Leave.**

- a. Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from their position for a period of time up to one (1) year for the performance of Union duties related

to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than their full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.

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

### **Section 10. Names of Retirees.**

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

### **Section 11. Reports**

Upon request and no more than once a quarter the Agency shall provide to the Union the names of any temporary / Limited duration employees (management / unrepresented / bargaining unit) hired, reason for the hire and expected duration of the appointment.

Upon request and no more than once a quarter, the Agency shall provide to the Union the names of all employees in double fill positions, the reason for the double fill and the expected duration of the appointment if available.

Upon request, the Agency shall provide to the Union on an annual basis the Agency organization charts showing management positions and the positions they supervise.

### **Section 12. Intermittent Union Leave.**

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

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

- h. The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

REV: 2015, 2019,2023

## **ARTICLE 10 - DUES DEDUCTION/FAIR SHARE**

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

REV: 2019

## **ARTICLE 11 - EMPLOYEE STATISTICS**

The Labor Relations Unit and the ODHS will, upon request of the Union, provide any regularly produced computer runs containing non-confidential statistics of the Union's bargaining unit members. This will include one (1) printout annually showing names and addresses of all bargaining unit employees. Any costs incurred in photocopying these statistical reports under this agreement shall be billed to the Union.

## **ARTICLE 12 - EMPLOYEE RIGHTS**

### **Section 1.**

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

### **Section 2.**

Employees who are the subject of a formal SACU complaint of merit or investigation shall be assured the following rights. This section shall not apply to criminal investigations under the jurisdiction of the State Police or other law enforcement agency.

- a. The employee shall not be deprived of any of their constitutional or civil rights guaranteed by the federal and state constitutions and law where potential criminal charges are involved. If an employee or the Union claims a violation of the above, such allegation shall not be subject to the grievance procedure, but can be appealed to the appropriate court of law.
- b. The employee shall be informed in writing of the nature of the complaint or charges within three (3) business days of management or human resources opening an investigation, and before the employee is required to respond to questions concerning the complaint or charges.
- c. The Agency will make reasonable efforts to begin the investigatory process on potential disciplinary issues within thirty (30) calendar days of becoming aware of the issue. However, the Parties recognize that circumstances and complexities of individual cases may delay initiation of an investigation.
- d. Upon request, the Agency shall give the employee under Weingarten investigation, and their steward of record, notification of the status of the Agency's investigation, or the opportunity to discuss, every thirty (30) calendar days until completed. The Office of Human Resources investigation shall be completed within one hundred twenty (120) calendar days. However, if the investigation is not concluded within the timeline, the Agency will notify DAS and the Union of the specific reason(s) and the amount of additional time needed. Upon completion of the investigation, the Agency will provide the employee and their steward of record with written notification of the disposition of the investigation.
- e. Any official inquiry shall occur during employee paid time. This section shall not apply to criminal investigations under the jurisdiction of the State Police or other law enforcement agency.
- f. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to Union Representation prior to, during and/or after the interview. If the employee so elects, they may opt to have

their attorney present. If the employee elects to have their attorney present, the Union remains the representative unless the Union declares otherwise in writing.

- g. Office of Training, Investigations and Safety (OTIS). Management will make an effort to schedule interviews as close to their regular shift as possible. Off-duty staff may be required to work to participate in these interviews on off-duty time. Upon return to regular duty the employee will be informed of the outcome of the investigation.
- h. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.
- i. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.

### **Section 3. General Event Reports.**

If a General Event Report (GER) is received by the SACU which reflects critically against the employee, the SACU shall notify the employee at the earliest practical time unless premature notification could prejudice an investigation.

Upon request, the employee may inspect and receive a copy of the GER authored by the employee.

*REV: 2015,2019,2021,2023*

## **ARTICLE 13 - PERSONNEL RECORDS**

### **Section 1.**

The Chief Human Resources Office human resource information system is the system of record for all employee records and official employee Personnel File electronic and paper documents for which there are appropriate document categories in the system.

The department, or agency under agreement to provide human resource services, stores paper documents of the official employee Personnel File and paper documents that are not yet able to be kept in the human resource information system. The department, or agency under agreement to provide human resource services, also stores paper documents of the official employee Personnel File that predate January 1, 2019.

### **Section 2.**

An employee may, upon request, inspect and obtain a copy of digital or paper documents of their official employee Personnel File, paper documents that are not yet able to be kept in the human resource information system and paper documents of the official employee Personnel File that predate January 1, 2019. No grievance shall be kept in the Personnel Files after the grievance has been resolved except the resolution.

### **Section 3.**

No information reflecting critically upon an employee shall be placed in the employee's Personnel File that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in the employee's Personnel File provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

If an employee is not available within a reasonable period of time to sign the material or the employee refuses to sign the material, the Department may place the material in the file provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the employee at the employee's address of record. A copy will also be mailed to the Union.

### **Section 4.**

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, the employee shall be entitled to prepare in writing an explanation or opinion regarding the prepared material. This shall be attached to the disputed material included as part of the personnel record until the material is removed.

### **Section 5.**

An employee may include in the Personnel File copies of any relevant material the employee wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects credibly on the employee. The employee's supervisor/manager will ensure the documents are submitted into the employee's official Personnel File in the human resource information system.

### **Section 6.**

At the employee's request, record of disciplinary actions shall be removed two (2) years after the effective date of the action provided no incident of a similar nature has been documented in the intervening time. The employee will be sent the requested document within five (5) work days from the receipt of request. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

### **Section 7. Supervisory/Managerial Working Files.**

- a. An employee's supervisor/manager may maintain a Working (non human resource information system) File kept in accordance with Agency practice.
- b. Within five (5) business days from the date of an employee request, an employee will be able to inspect their supervisor's Working Files in the presence of their supervisor. Employees will not remove any material from the File. If the File cannot be made available because of the supervisor's absence, extensions of up to ten (10) business days will be granted.
- c. Upon request, the employee shall be given a copy of documents in the Working File.
- d. An employee may submit a written statement to be attached to any document in the File and such statement will remain attached as part of the Working File so long as the document remains in the File.
- e. Documents of an adverse nature will be removed from the File no later than eighteen (18) months from the date of the document so long as no reoccurrence of a similar nature has taken place in the intervening period. An employee may request early removal of any adverse document in the File. Such document(s) shall be removed upon mutual agreement between the supervisor and employee.
- f. Any information in a Working File that is past the retention schedule shall not be used in a disciplinary action so long as no reoccurrence of a similar nature has taken place in the intervening period.

### **Section 8.**

Personnel Files and Working Files shall not be accessible by state employees beyond the immediate supervisor, the Agency Human Resource Director, human resource staff, the subject employee, employees with a work related business need as authorized by the Agency Human Resource Director, and anyone specifically authorized in writing by the subject employee.

REV: 2015

## **ARTICLE 14 - GRIEVANCE PROCEDURE**

### **Section 1.**

A grievance shall be any disagreement or dispute which arises concerning the application, meaning or interpretation of this Agreement and shall be resolved by the following procedure below.

Grievances shall not be frivolous and shall be submitted on the AFSCME Grievance Form and shall contain the articles alleged to have been violated, the specific reasons why the employee feels the articles were violated, and the specific remedy(s) requested. Any grievance that does not fulfill these standards may be found invalid by an arbitrator.

The parties agree it is in their mutual interest to resolve problems at the lowest level possible and, therefore will communicate openly at all steps of the process either by phone conversation or in-person meeting.

The employee with or without a Union representative are encouraged to discuss the issue with their supervisor or program leadership in an effort to resolve the issue before filing a grievance.

#### **Step 1.**

- a. The Union may file a formal grievance at Step 1 in writing with the employee's immediate supervisor within thirty (30) calendar days of the alleged action or the date the employee or the Union knew or should have known of the alleged action.
- b. The Union or the immediate supervisor may request a meeting with the other party to discuss the grievance. The supervisor, grievant or union steward shall not be required to meet during non-work hours, however, the parties understand that schedules may preclude such meeting unless someone volunteers to attend on non-duty time. The immediate supervisor shall respond in writing to the grievance within fifteen (15) calendar days to the employee from the date of receipt of the grievance. A copy of the response will be sent to the Union and to the Human Resources (HR) Manager.

#### **Step 2.**

- a. If the grievance is not resolved at Step 1, it may be appealed by the Union in writing to the HR Manager or their designee within thirty (30) calendar days after the written response required by Step 1 was received or due, whichever is first.
- b. The Union or the HR Manager or their designee may request a meeting with the other party to discuss the grievance. The HR Manager or their designee shall respond in writing to the Union within fifteen (15) calendar days after receipt of the grievance or from the date of the meeting if one occurs.

#### **Step 3.**

- a. If the grievance remains unresolved at Step 2, the Union Representative may appeal in writing to the Department of Administrative Services (DAS) Labor Relations Unit (LRU) within thirty (30) calendar days after the written response required by Step 2 was received or due, whichever is first.

For purposes of this Article, an appeal in writing can be delivered by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address [LRU@das.oregon.gov](mailto:LRU@das.oregon.gov).

- b. The DAS LRU shall respond in writing to the Union within thirty (30) calendar days after receipt of the grievance.

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

## **Section 2.**

- a. Salary reductions or reduction in pay disciplinary actions may be appealed to the HR Manager within thirty (30) calendar days from the effective date the discipline, and processed in accordance with Step 2 of the grievance procedure.
- b. Overtime grievances shall be submitted directly to the HR Manager, and processed in accordance with Step 2 of the grievance procedure.
- c. Dismissal of a regular status employee may be appealed by the Union to the DAS LRU in writing within thirty (30) calendar days from the effective date of the dismissal and processed in accordance with Step 3 of the grievance procedure.

## **Section 3.**

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

## **Section 4.**

The Union or the grievant shall not expand upon the original elements and substance of the written grievance. Prior to filing at Step 2 of the Grievance Procedure, the Union or the employee may however, modify for the purpose of clarity, the articles cited as being violated and the remedy requested. Improper expansions may, however, be the basis for an arbitrator to find a grievance invalid if the Employer has identified the problem by the Step 3 response.

## **Section 5. Arbitration.**

- a. Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following DAS LRU's response, may be submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be made within thirty (30) calendar days the response from the DAS LRU was received or due, whichever occurs first.

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

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

Should the Union fail to actively pursue scheduling of the case for arbitration within one-hundred twenty (120) days of its appeal to arbitration, the case will be considered to be closed and withdrawn.

- c. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay and benefits, or to mitigate or cancel the penalty as equity suggests under the facts, or to provide any other relief sought which is otherwise proper under the Agreement. The arbitrator's authority regarding reclassifications shall be addressed in [Article 45, Reclassification Procedure](#).
- d. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

## **Section 6.**

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

## **Section 7.**

If at any step of the grievance procedure, the Employer or SACU fails to issue a response within the specified time limits set forth in this Agreement, the grievance shall be submitted in writing to the next step of the grievance procedure unless withdrawn by the grievant or the Union.

If the employee or Union fails to meet the time limits specified herein, the grievance will be considered withdrawn and cannot be resubmitted.

Steps referred to in this Article may be waived by mutual agreement.

## **Section 8. Group Grievances.**

Where there are group grievances involving two (2) or more immediate supervisors and grievances involving subject matters which are beyond the authority of the immediate supervisor to resolve, may, with mutual agreement of the parties be filed at higher steps up to and including Step 3 within thirty (30) calendar days of the alleged violation.

All "group" grievances must be specific at the initial step of the grievance procedure and must detail the articles violated, all the employees affected, or the impacted workplaces and the reasons for both. Issues of vagueness and/or overbreadth remaining at the time of arbitration may be the basis for an arbitrator to find a group grievance invalid.

## **Section 9. Expedited Grievance Arbitration.**

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

*REV: 2015,2019, 2021,2023*

# **ARTICLE 15 - DISCIPLINE AND DISCHARGE**

## **Section 1.**

The principles of progressive discipline (which normally begins with a step of informal discipline such as coaching and/or expectations) shall be used except when the nature of the problem requires more serious formal discipline such as formal written reprimand, reduction in pay, suspension, demotion or dismissal. Coaching and/or expectations may be noted in a supervisory file, with a copy given to the employee, followed by formal steps of discipline,

which shall be placed in the employee's personnel file. Written coachings shall be removed from a supervisory file upon written request after twelve (12) months, provided no reoccurrence of the same or similar issue. Employees may request a plan of improvement collaboratively created between the employee and their manager.

If the formal discipline cites a rule or policy that has been violated, copy of the rule or policy will be made available to the employee upon request.

A regular status FLSA-non-exempt employee may be suspended, reduced in pay, demoted, or dismissed only for just cause.

A regular status FLSA-exempt employee may be suspended consistent with the salary status requirements of the FLSA, demoted, or dismissed only for just cause.

## **Section 2. Duty Stationed at Home.**

Employees shall be notified within three (3) business days in writing of the alleged incident and/or reason for being duty stationed at home. Employees who are duty stationed at home will remain on their current work schedule, but will be required to flex that schedule in order to be available for fact finding interview meetings with the Office of Training, Investigations and Safety (OTIS), Management, and/or Human Resources (HR) Office. Every effort will be made to schedule at a mutually agreeable time that would not unreasonably delay the fact finding interview meetings and to avoid overtime.

## **Section 3.**

A written predismissal notice shall be given to a regular-status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority or their designee at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice was received, unless an earlier time is requested by the employee and agreed to by SACU. The employee shall be permitted to have an official union representative present. The Appointing Authority may suspend the employee with pay or without pay or the employee may be allowed to continue work, as specified within the predismissal notice.

## **Section 4.**

Dismissal of a regular-status employee may be grieved by the Union to the Department of Administrative Services (DAS), Labor Relations Unit (LRU), in writing within thirty (30) calendar days from the effective date of the dismissal as outlined in [Article 14](#), Section 1, Step 3.

## **Section 5.**

- a. A FLSA-non-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline.
- b. A FLSA-exempt employee who is demoted, suspended without pay consistent with the salary status requirements of the FLSA shall receive written notice of the discipline with the specific charges and facts supporting the discipline.

*REV: 2021*

## **Section 6.**

- a. The reduction in pay, demotion and/or suspension of a regular status employee may be appealed to Step 2 within thirty (30) calendar days from the effective date of the action as outlined in Article 14 – Grievance Procedure, Section 1.
- b. Appeals of written reprimands shall be filed at Step 1 with the immediate supervisor as outlined in Article 14 – Grievance Procedure, Section 1.
- c. Trial service removals shall not be subject to [Article 14, Grievance Procedure](#) or this Article.

## **Section 7.**

It is the intent of the Agency that discipline not be administered in the presence of other employees or the public, whenever possible.

## **Section 8.**

Upon request, an employee shall have the right to Union representation during any investigatory interview that the employee reasonably believes could result in disciplinary action. The employee will have the opportunity to consult



with a local Union Steward or Union Field Representative before the interview, but such designation shall not cause an undue delay.

REV :2019, 2021, 2023

## **ARTICLE 16A - TRIAL SERVICE**

### **Section 1.**

- a. All new employees appointed to a position shall serve a six (6) month trial service period.
- b. All employees promoted within the SACU shall serve a six (6) month trial service period.
- c. Employee's who leave employment while in initial trial service shall be required to serve a new six (6) month trial service period upon return.
- d. Regular status employees who return to employment within two (2) years into the same classification previously held shall not serve a trial service period.
- e. Regular status employees who voluntarily demote to a different classification series previously held by the employee shall not serve a trial service period.
- f. Regular status employees who voluntarily demote to a different classification series shall serve a trial service period.
- g. Trial service removals shall not be subject to [Article 14, Grievance Procedure](#).

### **Section 2. Initial Trial Service.**

The supervisor shall evaluate the employee's work habits and ability to perform their duties satisfactorily within the trial service period. At any time during the trial service period the SACU may remove an employee.

If the trial service indicates that such employee is unable or unwilling to perform their duties satisfactorily or that their work habits and dependability do not merit their continuance in the position, they shall be given a period of time to correct the deficiencies prior to removal. Initial trial service may also be extended for the purpose of developing the skills and/or knowledge necessary for competent job performance for up to six (6) months. Written notice of the extension will be provided to the employee and a copy of the extension shall be forwarded to AFSCME and the DAS Labor Relations Unit.

### **Section 3. Promotional Trial Service.**

If a performance deficiency exists, review will occur between the supervisor, union (at the employee's option) and employee and the results documented unless immediate removal is deemed necessary by management. If a performance plan is developed, as a result of the above meeting for a promotional trial service employee it shall include additional training if deemed necessary, trial service may be extended up to three (3) months.

### **Section 4.**

If such employee was previously a regular status employee in another position in the classified service immediately prior to their present appointment, they shall be reinstated to their former position if vacant, or, upon mutual agreement with the employee, a vacancy in their former classification unless charges are filed and they are discharged as provided in [Article 15 – Discipline and Discharge](#).

### **Section 5.**

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

### **Section 6.**

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

### **Section 7.**

Trial Service employees can only bid within their assigned island, with the priority outlined in Article 40 – Voluntary Transfers within Class and Demotions.

### **Section 8. Outside Agency Transfer or Promotional Trial Service**

- a. A regular status employee who is removed from lateral transfer or promotional trial service from an executive branch state agency shall have right of return to their former Agency. The Agency shall restore the employee to their former position if it is vacant. If it is not vacant the employee shall be restored to a position in their former

classification in their former bargaining unit so long as the employee meets any special qualifications for the position unless charges are filed and they are terminated from employment.

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

REV: 2015, 2017, 2021,2023

## **ARTICLE 16B - POSITION DESCRIPTIONS/QUARTERLY CHECK-INS**

### **Section 1. Position Descriptions.**

Individual position descriptions shall be reduced to writing and delineate the duties assigned to an employee's position. A dated copy of the position description shall be given to the employee.

### **Section 2. Quarterly Check-ins.**

Supervisory managers shall conduct check-ins with their employees on a quarterly basis. If a quarterly check-in does not occur, the employee may request a check-in for the missed time period. Supervisory managers shall conduct the requested check-in within thirty (30) calendar days. The employee shall have the opportunity to provide their input during the quarterly check. Any notes completed during the quarterly check-in made about an employee shall be provided to the employee, and made available to the employee upon request.

Quarterly check-ins shall not be arbitrable under this Agreement.

REV: 2019, 2021,2023

## **ARTICLE 17 - SALARIES**

### **Section 1. PERS Pickup**

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

### **Section 2. Cost of Living Adjustment.**

- A. Effective December 1, 2023 or on the first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by six and five tenths percent (6.5%).
- B. Effective January 1, 2025\* or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by six and fifty-five hundredths percent (6.55%).

\*If the legislature appropriates new funding of at least \$13 million in calendar year 2024, the 2025 cost of living adjustment will be effective January 1, 2025. If the legislature does not appropriate at least \$13 million in calendar year 2024, the 2025 cost of living adjustment will be effective February 1, 2025.

### **Section 3. Selective Salary Adjustment**

<b>Class #</b>	<b>Classification Title</b>	<b>From</b>	<b>To</b>
0758	Supply Specialist 1	14	15
1338	Training and Development Specialist 1	23	24
1339	Training and Development Specialist 2	27	28
1488	Information Systems Specialist 8	33i	34i
4007	Electrician 1	Truncate bottom 3 steps	
4008	Electrician 2	Truncate bottom 3 steps	
4009	Electrician 3	Truncate bottom 3 steps	
4151	Transportation Maintenance Specialist 1	17	18
4152	Transportation Maintenance Specialist 2	19	20
6534	Behavioral Health Specialist 2	27	29
6720	Psychiatric Social Worker	29	33
6811	Laboratory Technician 2	18	19
0801	Office Coordinator	Abolish	

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

Effective July 1, 2023 or the first of the month following ratification of the local agreement whichever is later, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date what would be twelve (12) months from the effective date of the selective salary adjustment will be assigned. For an employee whose rate is within the new salary range but not at a corresponding step, the employee's salary shall be adjusted to the next higher rate closest to the employee's current salary rate.

See LOA: Salary and Benefit Report, [Salary Range Truncation](#), [One-Time Payment COLA](#)

REV: 2015, 2017, 2019, 2021,2023

## **ARTICLE 18 - PAY DAY AND PAY ADVANCES**

### **Section 1.**

All employees, except those whose paychecks must be rewritten because of time loss or attachment, shall normally be paid no later than the first day of the month. When the payday occurs on Monday through Friday, payroll checks shall be released to employees at 9:00 a.m. on that day at the Home. When payday falls on a Saturday, Sunday or holiday, paychecks shall be made available after 9:00 a.m. on the last business day (M-F) of the month at the Home. Graveyard shift employees may pick their paychecks up at the end of their shift at the Home, providing a prior written request is submitted to Business Management (each time there is a change in their request). The release day for December paychecks dated January 1 shall be the first banking day in January to avoid December's paycheck being included in the prior year's earnings for tax purposes. If, due to an error, no paycheck is generated or an error of more than fifty dollars (\$50.00) is made, a check will be issued within two (2) business office working days once the time has been verified by payroll. Such checks will not be counted a pay advance under Section 3.

### **Section 2.**

When an employee is not scheduled to work on payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Paycheck" form AD20. However, the employee may not cash or deposit the check prior to the normal release day and time. Any violation of this provision shall be cause for the employee to be notified that they shall not be further able to have their paycheck released prior to payday.

### **Section 3.**

The parties agree that pay advances will be given upon request, but that in no instance will an employee be given more than four (4) pay advances in any one (1) calendar year (January 1 through December 31). However, the employee's comp time balance must be paid off prior to receiving the fourth pay advance. The amount of the advance shall not exceed sixty percent (60%) of gross pay earned, but shall be at least one hundred dollars (\$100.00). Pay advance requests must be submitted in writing, to ODHS Payroll by the 22<sup>nd</sup> of each month, or the last working day of the month preceding the 22<sup>nd</sup> if the 22<sup>nd</sup> falls on a weekend, except for November. For November, pay advance requests must be submitted in writing to ODHS Payroll by the 21<sup>st</sup> of each month, or the last working day of the month preceding the 21<sup>st</sup> if the 21<sup>st</sup> falls on a weekend.

## **ARTICLE 19 - 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. Provide written notice with itemized and detailed explanation of an overpayment to the employee within ten (10) calendar days from the date of discovery;
  2. 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.
  3. 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.
  4. 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.

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

**Section 2. Underpayments.**

- a. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct any such underpayment made within a maximum period of two (2) years before the notification. Employees may report underpayments to the Employer. All confirmed underpayments shall be repaid in accordance with State wage and hour laws.
- 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.

REV: 2023

**ARTICLE 20 - SALARY ADMINISTRATION**

**Section 1. Step Salary Increases, Granting of or Denial of.**

- a. Employees shall be eligible for annual step salary increases on their eligibility date provided the employee is not at the top step of the salary range of their classification.
- b. Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's eligibility date, even if the employee is at the maximum rate for their classification.
- c. Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance pay increase on their eligibility date if the employee is not at the top of the salary range of their classification, and provided the employee's performance has not been deficient. Employees who do not receive an annual performance pay increase shall receive timely notice of deficient performance or conduct during the evaluation period. Employees shall receive a notice related to the deficiencies as they are noted prior to the completion of the performance evaluation period. Such notice shall provide the employee with reasonable opportunity to correct the problem prior to the end of the evaluation period.

Performance based pay shall include the following considerations:

1. Classification specifications developed and promulgated by the DAS.
2. An individual position description, reduced to writing.
3. Trial service work reviews.
4. Disciplinary action.

The above considerations shall be the primary factors upon which an employee's performance is judged and upon which annual performance pay decisions are determined.

- d. Eligibility Dates. Employees shall be eligible for salary increases on their eligibility date following intervals of:
  1. Annual periods after the initial date of hire until the employee has reached the top step in their salary range. However, should an employee be promoted during the first year of service with the Employer, the employee shall not receive this increase, but shall be eligible for increases in part (2).
  2. The first six (6) months after promotion and annual periods thereafter until the employee has reached the top step in their salary range unless the employee has voluntarily demoted and is returning to the higher classification. Upon return to the higher classification, the employee shall retain the SED and the step they would have received, and had they not demoted.

**Section 2. Salary on Promotion.**

- a. 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 the promotion and upon completion of six (6) months trial service after promotion and annually

thereafter until the employee has reached the top step of the salary range, unless the employee has voluntarily demoted within the last twelve (12) months and is returning to the higher classification. Upon return to a previously held classification within twelve (12) months of the voluntary demotion, the employee shall retain the SED and the step they would have received, had they not demoted.

- b. If an employee is removed from promotional trial service, they shall be restored to their prior economic and employment status including any step increase which may have occurred.

### **Section 3. Submissions of Salary Increases.**

- a. For employees initially hired to state service, the salary eligibility date shall be set one (1) year from the date of hire. However, an employee's salary eligibility date may only change because of employment actions as a result of reallocations, reemployments, reclassifications or leaves without pay in excess of thirty (30) days except those leaves protected by federal or state laws (FMLA, military, workers compensation).
- b. Salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements will be authorized. In no event shall any retroactivity exceed twenty-four (24) months from the date upon which the oversight or error is brought to management's attention in writing, or, in the case of a grievance settlement, the date the grievance was filed in writing.

### **Section 4. Salary on Demotion.**

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

Whenever an employee demotes to a job classification in a salary range which does not have a corresponding salary step with the employee's previous salary, but is within the 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 full step within the new salary range plus that amount that their current salary is below the next higher rate in the salary range. This increase shall not exceed the highest rate in the new salary range. Whenever employees demote to a job classification in a lower range, but their previous salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.

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

When an employee separates from state service and subsequently returns to State service, except as a temporary employee, the employee's salary eligibility date shall be determined as follows:

- a. Return from Layoff List. When a former employee who was laid off is recalled, they will be paid at the step they were at the time of layoff. An employee's previous salary eligibility date, adjusted by the amount of break in service, shall be restored.
- b. Return from Reemployment. When a former employee is, within a two (2) year period of time, reemployed to a position in the same classification in which they were previously employed, or in a related classification with the same salary range, they shall be paid at or below the step at which they were being paid at the time of their termination. If a person is reemployed in a position in a classification with a lower salary range than that of their previous position, they may be paid at any step in the lower salary range not exceeding the rate they were being paid in the higher classification, except where exceptional circumstances justify the payment of a higher rate. The previous eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established by the SACU as the first of the month in any future month up to twelve (12) months from the date of reemployment.

### **Section 6. Salary on Lateral Transfer.**

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

REV: 2015

## **ARTICLE 21 - 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 paid regular hours for the month the Employer shall contribute a prorated amount of the contribution for full-time employees unless otherwise

required by law. "Regular hours" means all hours of work or paid leave except overtime hours, i.e., those above eight (8) hours in a day or forty (40) hours in a week. Thus, "regular hours" shall include additional non-overtime hours worked above an employee's regular work schedule. In the event that a part-time employee, who is regularly scheduled to work half-time or more, fails to maintain at least half-time paid regular hours because of the effect of prorated holiday time or other paid or unpaid time off, they shall be allowed to use available vacation or comp time to maintain their eligibility for benefits and the Employer's contribution for such benefits.

1. The employer contribution amount of the plan selected by the employee will be calculated as follows:
  - a. Part-Time Employees Electing Part-Time Insurance.

Part-Time premium rate x Employer contribution percentage (as defined in Section 3) x the ratio of paid regular hours to full time hours to the nearest full percent = Employer contribution.

In addition, there shall be a subsidy based on the employee's coverage tier for the Plan Years covered in this Article. The part time subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

- b. Part-Time Employees Electing Full-Time Insurance.

Full-time premium rate x Employer contribution percentage (as defined in Section 3) 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.

### **Section 3. Plan Years 2023 through 2025.**

For Plan Years 2023, 2024, and 2025 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

### **Section 4.**

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

SEE LOAs: [PMAC](#)

REV: 2015, 2017, 2019, 2021,2023

## **ARTICLE 22 - DIFFERENTIALS**

### **Section 1. Shift Differential.**

- a. Shift differential shall apply to all employees in the bargaining unit except temporary appointments and part-time employees working less than thirty-two (32) hours per month. An employee shall be paid a shift differential of one dollar and fifty cents (\$1.50) per hour for each hour or major portion thereof for work between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof for work on Saturday and Sunday. "Major portion thereof" is defined as thirty (30) minutes or more of an hour.
- b. Shift differential shall not be applied to base rates in the computation of payments for periods of leaves with pay, except administrative leave with pay. Shift differential shall be included in computation of overtime or penalty payments.

Where an employee is placed on administrative leave with pay during an abuse investigation or disciplinary investigation, and that employee agrees to volunteer to be placed on M-F, day shift without penalty for the period of the investigation, that employee shall continue to be paid any shift differential for which they would normally work.

- c. Shift differentials for LPN's shall be one dollar and sixty cents (\$1.60) per hour for all hours worked as specified in Section 1a.

### **Section 2. Signing Differential.**

- a. A differential of five percent (5%) will be available to be paid to all employees whose position requires the effective communication in ASL/English sign language and who are officially assigned in writing by Agency management to communicate with a supported individual. Management shall determine the level of effective

communication in ASL/English sign language necessary to receive the differential, which will be noted in the special qualifications ("SQ") of the position description once that level has been attained.

- b. With application of the differential at a particular home and where an individual who requires effective communication in ASL/English is receiving services, the parties shall meet to consider contract modifications appropriate to such articles as order of overtime offers and time off requests.
- c. Management retains the right to determine when and where ASL/English SQ's are assigned to a position. Should management remove ASL/English SQ's from a position, it will provide thirty (30)-days advance notice to AFSCME.

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

A differential of five percent (5%) of base pay shall be paid to an employee who has met the testing requirements for their position and is formally assigned in their position description to interpret to or from another language to English.

### **Section 4. Leadwork Differential.**

- a. Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor in writing, "leadwork" duties for ten (10) consecutive days or longer provided the leadwork duties are not included in the classification specification for the employee's positions.
- b. Leadwork is where, on a reoccurring basis, the employee has been directed to perform substantially all of the following functions: orient and train new employees, assign and review work, give directions to workers concerning work procedures.
- c. The leadwork differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.

### **Section 5. Float Pool Differential**

Direct Support Crisis Specialist (DSCS) and Habilitative Training Tech 2s (Health Crisis Technicians) assigned to the Float Pool shall receive a ten percent (10%) differential above their base pay for the duration of the assignment. Such assignment will be reflected in the employee's official position description.

### **Section 6. Crisis Outreach Assessment Team (COAT) Differential**

Direct Support Crisis Specialist (DSCS) who have accepted a COAT assignment shall receive a ten percent (10%) differential above their base pay for the duration of the assignment. Such assignment will be reflected in the employee's official position description.

### **Section 7. Portability Differential**

When an employee reports to work for their scheduled shift and volunteers or is assigned to work at another worksite to provide direct supported individual care for a shift, the employee shall receive a differential of three dollars and ninety-four cents (\$3.94) per hour for all hours worked at the other assignment, including travel time. This differential is not applicable to any pre-determined or voluntary overtime or employees assigned to the Float Pool.

*Rev: 2017,2019,2023*

## **ARTICLE 23 - ON CALL**

### **Section 1.**

Employees shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than six (6) hours shall be paid on a prorated basis.

### **Section 2.**

An employee shall be on on-call duty when required to be available for work outside their normal working hours and meet all the following conditions: 1) The employee is required to leave work with the SACU where they can be contacted during a specified period of time by phone; and 2) The employee is required and must be prepared to immediately commence full time work if the need arises.

### **Section 3.**

An employee shall not be on on-call time once they actually commence performing assigned duties and receives the appropriate rate of pay for time worked.

**Section 4.**

No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.

**Section 5.**

On-Call duty time shall not be counted as time worked in the computation of overtime compensation.

*REV: 2015, 2019,2023*

**ARTICLE 24 - REPORTING PAY**

An employee who is scheduled to work their regular shift or an approved pre-scheduled meeting and reports to work and there is not work available, they may be excused from duty by Management, but shall be paid at their regular rate for the shift of work or length of meeting scheduled.

**ARTICLE 25 - CALL BACK TIME**

**Section 1.**

An employee who is called back to work outside of their regular shift, or called in on their day off, will receive the appropriate rate of compensation in accordance with this agreement for hours actually worked, but in no event will the employee be paid less than four (4) hours at the straight time rate of pay. Call back means being called back into work unexpectedly by a supervisor for an unscheduled, unplanned Agency need.

**Section 2.**

This provision will not apply due to employee oversight (e.g., taking home necessary keys, equipment necessary at the worksite, etc.), or any prescheduled meetings or appointments.

**Section 3.**

If such a call is made to a Resident Support Specialist, Behavioral Health Specialist 2, or Behavioral Professional which requires professional judgment while they are off duty, such time shall be counted and recorded as time worked in fifteen (15) minute increments.

*REV: 2019,2023*

**ARTICLE 26 - WORK OUT OF CLASS**

**Section 1.**

The SACU agrees to compensate a regular status employee assigned in writing to assume the major distinguishing duties of a position in a higher classification where such assignment is for more than five (5) consecutive work days at a rate of five percent (5%), above the employee's current base rate of pay, or the first step of the higher range, whichever is greater.

If applying work out-of-class would not result in additional compensation for an employee, the Agency will provide an additional differential to ensure the employee is receiving at least a five percent (5%) increase while in the work out-of-class assignment. Agencies must document the reasons for the exceptions.

When such assignments are made to work out of classification for more than five (5) consecutive work days, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment. The SACU agrees that it will not abuse its privilege granted under this section and that decisions to assign or not assign out of classification work will be on a good faith basis.

**Section 2.**

A copy of the work out of class assignment will be placed in the employee's personnel file and shall be discussed during the employee's quarterly check-in.

*REV: 2015,2023*

**ARTICLE 27 - SENIORITY**

Unless otherwise indicated in this Agreement, seniority means continuous service with the SACU. In cases where two (2) or more employees have the same seniority with the SACU, former service at Fairview Training Center which is contiguous with service in this bargaining unit will apply to break the tie. In the event that there is still a tie after



considering Fairview Training Center service, seniority shall be set based on each employee's Employee Identification Number (EIN). The employee with the lower EIN shall be considered to be the more senior employee.

Except for job incurred injury, all leave without pay that exceeds ninety (90) consecutive calendar days shall be deducted from the computation of continuous service. Continuous service means uninterrupted employment with the SACU except for layoff. An interruption in service occurs only through separation from the SACU which is of a six (6)-month duration or longer.

Seniority lists shall be prepared by the SACU, updated periodically, and made available in each work site as well as a copy sent to the Union every six (6) months.

REV: 2015, 2017

## **ARTICLE 28 - WORK WEEK AND WORK SCHEDULING**

### **Section 1.**

The work week shall begin at 00:01 a.m. Sunday and end at 12:00 Midnight the following Saturday. A work day shall be a period of twenty-four (24) hours commencing at the start of the employee's first assigned shift and shall remain fixed at that period for the whole of the work week, except for flex work schedules.

### **Section 2.**

This Article shall not be considered as a guarantee of hours of work per day or per week.

### **Section 3.**

- 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 a work schedule with fixed starting and stopping times on five/eight (5/8) hour days with at least two (2) consecutive days off within the work week and at least fifty-six (56) hours between the last shift worked and the beginning of the employees new work week. The hours and days off are those that were posted and successfully bid on. Overtime shall be paid after the number of hours scheduled to work in a workday is exceeded and/or over forty (40) hours in a work week.
- c. An overnight (NOC) work schedule is a work schedule with fixed starting and stopping times on four/ten (4/10) hour days with at least three (3) consecutive days off within the work week. The hours and days off are those that were posted and successfully bid on. Overtime shall be paid after the number of hours scheduled to work in a workday is exceeded and/or over forty (40) hours in a work week.
- d. The weekend work schedule may consist of three (3) thirteen (13) hour twenty (20) minute work days. Weekend schedules will include one (1) shift on Saturday, one (1) shift on Sunday and one (1) shift on Monday or Friday, totaling forty (40) hours in an established time of seven (7) consecutive twenty-four (24) hour periods. This weekend work schedule is for the Eliot Medical Homes and the COAT Teams.
- e. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employee and the manager. It is posted in advance and varies the shifts, hours of work and days off as needed. Overtime is paid after the number of hours scheduled to work in a workday is exceeded and/or over forty (40) hours in a work week. Employees on a regular schedule can work with their manager to, on an occasional basis, flex their schedule within the work week provided there is no negative impact to supported individuals and overtime costs are not incurred.
- f. An alternate work schedule is any schedule that is not a regular work schedule or a flexible work schedule.
- g. Vacation Relief (VR) schedule(s) has varied hours, shifts and days off. VR will not be scheduled for more than eight (8) hours unless filling in for a ten (10) hour shift, thirteen (13) hour / twenty (20) minute shift, sixteen (16) hour shift, or unless mutually agreed with management. Every good faith effort shall be made to allow ten (10) hours between shifts. VR may waive this obligation. When scheduling accrued time off for vacation relief, see Article 33, Section 5. Overtime shall be paid after the number of hours scheduled to work in a workday is exceeded or over forty (40) hours in a work week.
- h. For purposes of overtime the last shift worked determines the placement on the rotation list.
- i. Hours and days off for part-time employees are mutually agreed upon between the employee and manager.

### **Section 4.**

Work schedules will be published ten (10) days in advance of the effective date except for designated relief positions/assignments (by 20<sup>th</sup> of the Month). Established work schedules will not be changed with less than ten (10)-days advance notice except when there are mandatory meetings and / or trainings involved. In no instance shall any

schedule be changed by more than two (2) hours without a forty-eight (48)-hour notice unless the schedule change is voluntary on the part of the employee. This section does not apply to permanent schedule changes.

#### **Section 5. Short Term Temporary Shift Trade Guidelines Within Worksite.**

Staff may trade shifts or portions of shifts and days off in accordance with Federal laws and regulations.

- a. Employees may agree to shift trades with other employees who are qualified to perform the duties required in the course of the trade. Such agreement shall be in writing and signed by the affected employees and shall contain specific dates of the trade.
- b. Shift trades are voluntary agreements between employees and shall not cause financial liability to the Agency. Employees are individually responsible to ensure the shift trade occurs as approved. The employee who fails to complete the trade as approved shall be charged with leave without pay, unless other leave is approved by the employee's supervisor.
- c. Employees shall submit their shift trade requests a minimum of two (2) business days in advance of the trade date. If a trade is denied a brief explanation shall be provided on the form which will then be returned to the employees. Supervisors shall not withhold approval of shift trades without valid cause.
- d. Shift trades requests may not be changed unless agreed to by both Parties through submission of a new request.
- e. All shift trades shall be completed within thirty (30) day time period.
- f. The notification deadline and/or the completion period may be extended or reduced by mutual agreement.
- g. No overtime costs will be incurred when shift trades are approved. Shift trades within the island will be permissible. Compensation will follow the scheduled employee.
- h. Shift trades shall not circumvent the alternate work schedule processes.

#### **Section 6. Backfill of Positions When an Employee is on Leave.**

If an employee is scheduled to be gone for one (1) month or more, the Site Manager shall assess the current needs of the house and shall post no more than two (2) current/revised schedules. Assignment posting shall last three (3) calendar days and no employee shall be awarded more than one (1) assignment. Site Manager will determine how to cover the remaining workload needs. Employees must meet the requirements of the shift they are requesting to backfill.

This is a voluntary, temporary trade based on seniority. It is not considered a lateral transfer.

#### **Section 7. Meal Periods and Rest Breaks.**

- a. All full-time employees shall be granted a non-duty meal period during their shifts. Non-duty meal periods shall be scheduled in the middle of the work shift or as near thereto as possible, and shall be no less than thirty (30) minutes.  
When an authorized management representative designates that certain employees are not permitted to leave their work site during the meal break, employee meal breaks shall be considered duty time.
- b. Each employee on a five/eight (5/8) work schedule shall be afforded rest breaks totaling fifteen (15) minutes or a fifteen (15) minute block of time for each four (4) hours worked. The rest breaks shall be allowed as near the mid-point of each four (4) hours of the shift as possible.
- c. Each employee on a four/ten (4/10) work schedule shall be afforded rest breaks totaling twenty (20) minutes or a twenty (20) minute block of time for each five (5) hours worked. The rest breaks shall be allowed as near the mid-point of each five (5) hours of the shift as possible.
- d. Each employee on a thirteen (13) hour, twenty (20) minute work schedule shall be afforded three (3) fifteen (15) minute rest breaks.
- e. If an employee is unable to take a rest break due to unforeseen circumstances, the employee and a supervisor shall discuss arranging rest break coverage during their shift.
- f. All eight (8) hours or greater off-site training shall include a non-paid thirty (30) minute lunch period.

#### **Section 8. State Paid Meals.**

- a. Employees performing direct care in a house who work an eight (8) hour schedule will receive one (1) meal if it occurs during their shift. Employees who work more than eight (8) hours will receive up to two (2) meals if it occurs during their shift. It is expected that by eating with the supported individuals, these meals will model appropriate dining and socialization behavior. Variance may be approved by the site manager.

b. Meals-Outings.

1. When commercially purchased meals outside the home are part of a Individual's Support Plan (ISP) or an outing approved by management for development of socialization skills, the employee will be provided at state expense the same or similar meal in terms of cost and low cal/diabetic or other special dietary restrictions as the supported individuals. All staff authorized to attend the outing are eligible for the provision of state meals, per the statewide policy.
2. No snacks or drinks will be provided to employees at state expense when the employee is accompanying a supported individual on an incidental outing where the supported individual pays for their own treats. Employees may choose to join the supported individual at their own expense.
3. If a Positive Behavior Support Plan (PBSP) involves an outing with the purchase of a meal and that outing is over prior to the scheduled meal time, no commercial meal shall be supplied to the employee by the state.

**Section 9.**

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. Subject to supervisor approval or operational needs, the employee may request a temporary modification to weekly work schedule. 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.

**Section 10. Portability.**

- a. Porting is when a staff is moved to an understaffed house. Portability is to help reduce overtime costs. Portability is utilized before overtime.
- b. When a staff is being ported, management will consider staffing needs and the health and safety of individuals at both houses.
- c. If there are no volunteers, then the employee with the oldest date on the Portability Tracking Tool will be ported to the new house.
- d. In attempt to meet operational needs, portability will occur in the following order:
  1. Float Pool
  2. In Island
  3. Voluntary Outside Island
- e. Float Pool staff will be considered first even if they are working an overtime shift.
- f. Ported staff will have priority of their choice of assignment at the new house with approval from the manager.
- g. Ported staff will be in paid status for travel between work assignments. An employee will not be required to use their own vehicle.
- h. No staff shall be mandated so another staff can be ported unless there are no mandated staff are available in-house. As a last resort, other in-island houses can mandate staff within their house in order to port staff who are working their regular shift to the understaffed house. No staff will be ported while working a mandated shift, except in emergency situations.

An "emergency" is defined as no house in the island has a staff who can fulfill the assignment on their regularly scheduled shift, while maintaining health and safety at both houses.
- i. Staff may volunteer to port out of island. This may include when staff are needed to support an individual from their house who is receiving medical care or when staffing shortages occur. Portability Differential Pay will be applied according to [Article 22 – Differentials](#).  
For further instructions on how to manage the list, see the Overtime Procedure.

**Section 11. Alternate Work Schedules.**

- a. Alternate work schedules will be permitted for eligible regular status employees with approved applications.
- b. Employees must complete and submit an "Alternate Work Schedule Request" Application Form to their Site Manager in order to be considered.
- c. Only DSCS staff permanently assigned to day or swing shifts are eligible for alternate work schedules. This does not include Vacation Relief, Float Pool, Health Crisis Technician, or COAT positions.
- d. Employees who are in trial service or who are on a NOC Shift will not be eligible to apply.
- e. Alternate work schedules will be granted for 8-hour blocks of time.
- f. Alternate work schedules will only be granted between two (2) employees.
- g. No more than two (2) alternate work schedules will be permitted on one (1) shift per day for 5:5:3 and 6:6:4. No more than three (3) alternate work schedules will be permitted on one (1) shift per day for 7:7:4 house.

- h. Employees must be eligible to be mandated on at least one 8-hour shift per week.
- i. A sixteen (16) hour alternate work schedule will be awarded as two (2) vacation leave approvals.
- j. Employees will not have any Unauthorized Leave (LU) for the six (6) months leading up to being granted an alternate work schedule. If an employee incurs any LU while working in the alternate work schedule, the employee will receive a 10-day notice that their alternate work schedule will end.
- k. Employees shall have twenty-four (24) hours of Sick Leave at the time of application and maintain this balance throughout the duration of their alternate schedule. Employees who have unforeseen circumstances that may impact them from applying may appeal to management for further consideration.
- l. Repeated monthly balances below twenty-four (24) Sick Leave hours will result in a ten (10)-day notice that the employee's alternate work schedule will end. Employees who have unforeseen circumstances that may impact them from applying may appeal to management for further consideration.
- m. Employees shall not have any active formal discipline related to attendance for the past year in order to be eligible for alternate work schedule.
- n. If an employee is no longer eligible for an alternate work schedule, both partners will be given a 10-day notice to end the alternate work schedule and will return back to their original work shift schedule. The second (2<sup>nd</sup>) affected employee will have thirty (30) calendar days from the date of the notice to find a new partner. The proposed new partner must meet all eligibility requirements which will be verified by management. If a valid partner is identified and is approved by management within the thirty (30) calendar days, the alternate work schedule will be reinstated.
- o. Alternate work schedules will be valid for one (1) year. At the end of the one (1) year, both employees return to their original shifts unless a new application is approved.
- p. Applications for full year alternate work schedules will be accepted from March 15 – 31 each calendar year.
- q. Full year alternate work schedules will begin on the first Sunday in the month of June and be valid for one (1) calendar year. All applicants will be notified no later than April 20 of each calendar year if they are approved or denied for an alternate work schedule.
- r. Applications for partial year alternate work schedules will be accepted throughout the year and will be reviewed/approved; and will be valid until the day before the first Sunday in the month of June. All applicants will be notified within fourteen (14) calendar days if they are approved or denied for an alternate work schedule.
- s. The Site Manager(s) will review the "Alternate Work Schedule Request" applications. All eligible alternate work schedule application proposals that meets the needs of the home, the individuals served, and the agency will be considered.
- t. The Alternate will be approved in order by considering the highest seniority person of the pair applying. If there is a tie between employees based on their SACU Seniority, then seniority will be determined in accordance to [Article 27 – Seniority](#).
- u. The Area Manager(s) will sign off on all approved alternate work schedules.
- v. AFSCME may propose other homes increase the number of alternates at the Labor/Management Committee.

REV: 2015, 2017, 2019, 2021,2023

## **ARTICLE 29 - 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.**

Employees shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for overtime worked under the following conditions, but in no event shall such compensation be received twice for the same hours:

- a. Employees shall receive overtime compensation for all hours worked in excess of regularly scheduled hours in a workday or in excess of forty (40) hours in any one (1) work week.
- b. Part-time employees scheduled for less than forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed regularly scheduled hours per day and/or forty (40) hours per work week. Part-time employees shall not receive overtime until they exceed forty (40) hours per work week.

### **Section 3.**

All time for which an employee is compensated at the regular straight time rate of pay except [Article 23 – On-Call](#), [Article 24 - Reporting Pay](#) shall be counted as time worked.

#### **Section 4.**

When an employee requests a change in their work schedule and it is approved by Management, all of that employee's reporting time and overtime compensation associated with the changed schedule shall be waived. However, employees who exceed forty (40) hours in a work week shall be compensated at the overtime rate for all hours in excess of forty (40). At no time shall an employee work more than seventeen (17) hours in any twenty-four (24) hour period unless there are inclement conditions caused by weather or the employee has requested because of an extended outing and the manager has approved. For hours consecutively worked caused by an emergency that goes beyond seventeen (17) hours, the employee shall receive one (1) hour of straight compensatory time for each hour worked on their regularly scheduled shift.

#### **Section 5. Eligibility for Overtime Compensation.**

- a. Employees shall receive time and one-half (1 1/2) their regular hourly rate unless the position is executive, professional or technical as these words are defined by the Fair Labor Standards Act.
- b. If the position is determined to be professional, administrative or executive, compensation of overtime shall be received as comp time at one hour for every hour worked in excess of eight (8) hours per day or forty (40) hours in a week.

#### **Section 6.**

Any trained and qualified employee, regardless of classification, may volunteer for overtime and shall be placed on the appropriate "in-house", "in island", "out-of-island" volunteer or mandatory lists. Overtime lists will initially be set by seniority and anyone requesting after that time will be placed on the bottom of the list. Employees will rotate on the list only after they have accepted an overtime shift. Prior to the assignment of overtime, the parties agree that vacant shifts will be covered by Float Pool and Portability whenever possible. When overtime is needed to maintain staffing levels the following procedure shall be used:

##### **A. Scheduled Overtime.**

When management is notified of an extended absence, the first seven (7) days will be covered by unscheduled voluntary overtime and the needed prearranged overtime will be posted agency wide. These scheduled voluntary overtimes shall be posted for seven (7) days. In order to avoid mandated overtime, if an overtime is necessary with less than seven (7) days notice, the overtime may be posted. The agency shall not abuse its right to utilize assignment emergency overtime outside the seven (7) day limit.

Rotation for scheduled voluntary overtime list is based on most recent date of overtime shift awarded and will be granted in the following order:

1. In-House
2. In-Island
3. Out-of-Island

Should the assigned overtime become unavailable, the employee's most recent date completed shall be reflected on the overtime tracking tool and will not undo other awarded overtime. Scheduled voluntary overtime dates shall not be entered on the tracking tool until the need is met. After accepting an overtime assignment, should the employee fail to fulfill the assigned overtime need, their name will be moved to and remain at the bottom of all voluntary lists for last consideration for a thirty (30) day period of time unless management agrees extenuating circumstances are found to exist. This will not affect shifts occurring after the thirty (30) day period. In house staff will be given first (1<sup>st</sup>) consideration for the awarding of scheduled voluntary overtime.

##### **B. Unscheduled Overtime.**

When offering overtime, the caller will make every effort to specify the number of hours to be worked. Once assigned to a given shift, that employee moves to the bottom of the unscheduled overtime list. After accepting an overtime assignment, if the employee fails to fulfill their overtime obligation, their name will move to the bottom of all voluntary overtime lists for a period of thirty (30) days, unless management agrees extenuating circumstances are found to exist. This will not affect shifts occurring after the thirty (30) day period.

##### **In-House**

- a. **Staff On-Duty / In-House:** In house volunteers who are on their regularly scheduled shift shall first be sought from staff who are actually working immediately prior to the overtime hours to be worked including vacation relief and float pool staff.
- b. **Staff Off-Duty / In-House:** If there are no staff 'On-Duty / In-House' available, volunteers will next be sought from the In-House Voluntary Overtime List.

In-Island:

- c. Staff On-Duty / In-Island: If there are no volunteers from the In-House Voluntary Overtime Lists, staff 'On-Duty / In-Island' shall be contacted for the overtime.
- d. Staff Off-Duty / In-Island: If there are no 'On-Duty / In-Island' volunteers, staff on the In-Island Voluntary Overtime list will be contacted for overtime.
- e. Out of Island Unscheduled Overtime.

When a house has a vacant shift and there is no float pool staff available or in island volunteers for the overtime needed then voluntary overtime will be sought from other islands. Out of island volunteers will receive supported individual specific training while working their first three (3) assignments within the island. Upon completing their third (3<sup>rd</sup>) assignment, they will receive island wide training. Once the island training is completed, staff will remain on an approved list until they request to be removed.

C. Mandatory Overtime Assignment.

- a. Once voluntary overtime options are exhausted, a mandatory overtime rotation tracking tool shall be utilized to determine the staff whose turn it is to meet the mandatory overtime need. This determination will be made based on the oldest date recorded on the list for each staff working at that time. Float pool staff who are mandated will have that date entered on the appropriate tracking tool(s).
- b. Management will make a good faith effort to avoid requiring an employee to work a mandatory overtime on a consecutive day after working overtime the previous day.
- c. When staff are working a mandatory overtime, they shall be assigned a supported individual by management with input from the employee working overtime and shall not be designated as the primary driver on extended trips. Staff on a mandatory overtime will have priority of their choice of assignment, after ported staff, at the new house with approval from the manager.
- d. When an employee is "required (mandated)" to work at least four (4) hours beyond a full shift and when that fact was not known to the employee prior to beginning of the first shift, then upon request, up to one (1) hour of paid time will be allowed between the shifts. When a break is denied between shifts, such time will be allowed at the earliest possible time in the previous or subsequent shift. If an emergency prevents management from granting a one (1) hour break, such time shall be accrued comp time straight.
- e. If an employee has "volunteered" to work a scheduled or unscheduled overtime then they may take one (1) hour between the shifts but that one (1) hour is not paid time.
- f. Once assigned to work a mandatory overtime and the employee fails to meet the overtime obligation, no date will be entered onto the mandatory overtime tracking tool until this obligation is met. Employees may refuse a mandatory overtime no more than twice a calendar year without facing discipline. A refusal to accept a mandatory overtime a third time within a calendar year may subject the employee to progressive discipline. Management will consider extenuating circumstances.
- g. When multiple mandates occur within a house on a shift, if relief for such mandate is available, the employee with the last mandated shift will go home first.
- h. If an employee is working a voluntary overtime they are not eligible to be mandated directly after working the voluntary overtime.
- i. If an employee is next to be mandated in their home, but they have a scheduled overtime that would be in conflict with them fulfilling their mandate, the in-home mandate comes first. The employee would not be put on a thirty (30) day hold for this reason.

**Section 7.**

Employees shall have the option of receiving cash or accruing compensatory time for working an overtime unless management has notified employees of a limitation in the form of compensation, or the employee has no sick leave accrued, in which case they will be compensated in the form of cash. Cash/comp time must be designated by the employee prior to the submission of the final time sheet.

**Section 8.**

No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2) to effect a "pyramiding" of overtime and all forms of premium pay.

### **Section 9.**

No employee shall be scheduled to work any combination of regular work hours and/or overtime that exceeds more than sixteen (16) hours in a twenty-four (24)-hour period (except as noted in Section 4 of this Article). When the employee's schedule requires a change in shift to accommodate trainings, there shall be at least an eight (8)-hour break in work time.

### **Section 10.**

Should an employee who has been called in for an overtime assignment arrive at the worksite prepared to work overtime and overtime is not needed, the employee shall be allowed to work for a minimum of two (2) hours and will not be rotated on the voluntary overtime list; however, an employee working more than two (2) hours will be rotated on the list. Employees will only be compensated for time worked.

### **Section 11. Overtime Assignment Errors.**

The Employer will continue the following practice for resolving errors in the assignment of overtime. Should an employee not be offered an overtime opportunity in violation of Article 29 (Overtime) of this Agreement, the employee will report the error in assignment within thirty (30) calendar days of the alleged error. Management will verify the error. Management will ensure that that employee's place shall remain on the overtime list and that employee shall be offered the next available overtime opportunity within twenty-one (21) calendar days from the date of verification of the error.

### **Section 12.**

In order to facilitate attendance at voluntary staff meetings which include multiple shifts, employees may adjust their work schedules with the mutual agreement of management so as to ensure that attendance at the meeting does not result in overtime.

When attending required trainings outside of their regular shift, employees may choose overtime compensation or compensatory time, or they may choose to voluntarily waive the daily overtime compensation by adjusting their work schedule to maintain a forty (40) hour work week with the mutual agreement of management.

### **Section 13. Outings.**

An employee may, but is not required to, voluntarily waive the daily overtime compensation associated with an outing by their work schedule to maintain a forty (40) hour work week. However, employees who exceed forty (40) hours work in a week shall be compensated at the overtime rate for all hours in excess of forty (40).

If staff are required to provide an outing, staff shall be compensated at the overtime rate for hours worked in excess of their normal work shift or forty (40) hours in a work week. The staff involved in the planning shall have first right to work the outing. The prearranged voluntary overtime list shall be used secondarily.

### **Section 14. Resident Support Specialist (RSS), Behavior/Vocational Specialist 2 (BVS2), and Behavior Professional (BP) Overtime.**

RSS, BVS2, and BP employees may volunteer to work scheduled or unscheduled overtime opportunities involving direct supported individual care (on the floor) responsibilities; employees must have prior approval from their supervisor in order to volunteer for such overtime opportunities.

Employees who volunteer for overtime will be placed at the bottom of voluntary lists for both "in-house" and "in-island" by seniority and will rotate independently within RSS, BVS2, and BP group separate from DSCS voluntary lists.

Employees are obligated to perform and/or complete their regular duties and responsibilities as RSS, BVS2, or BP before agreeing to work a scheduled or unscheduled overtime assignment. At no point will an overtime opportunity interfere with the regular duties of a RSS, BVS2, or BP.

Employees will not manipulate their regular work schedule or duties and responsibilities in order to work the overtime assignment.

Employees working an overtime assignment must have at least eight (8) hours off before reporting to their regular work schedule.

Employees can be removed from the overtime rotation list in the event of performance issues. Such removal may occur as a pre-disciplinary measure.

Employees are subject to all provisions of this Article.

### **Section 15. Overtime Straight-Time Eligible Positions – Behavioral Health Specialist 2 (BHS2).**

BHS2 employees shall receive compensatory time off at one (1) hour for every hour worked in excess of eight (8) hours per day or forty (40) hours per week.

Payment in cash for such hours can only occur if time off requests are denied for use of accrued leave before the year ends, which then results in forfeiture.

Employees may choose to receive either straight-time pay or compensatory time off for each hour of overtime worked in excess of eight (8) hours per day or forty (40) hours per week.

REV: 2015, 2017, 2019,2021,2023

## **ARTICLE 30 - VACATION LEAVE**

### **Section 1.**

Full-time, classified employees shall accrue vacation leave in accordance with the schedule below. Employees who are new to state service may use accrued vacation leave during the first six months of employment; however, if an employee separates from state service prior to the completion of six months, any accumulated vacation time not utilized will be lost and is not compensable upon separation.

Initial appointment to state service through 5 <sup>th</sup> year	12 work days for each 12 months of service (8 hours per month)
After 5 <sup>th</sup> year through 10 <sup>th</sup> year	15 work days for each 12 months of service (10 hours per month)
After 10 <sup>th</sup> year through 15 <sup>th</sup> year	18 work days for each 12 months of service (12 hours per month)
After 15 <sup>th</sup> year through 20 <sup>th</sup> year	21 work days for each 12 months of service (14 hours per month)
After 20 <sup>th</sup> year through 25 <sup>th</sup> year	24 work days for each 12 months of service (16 hours per month)
After 25 <sup>th</sup> year	27 work days for each 12 months of service for (18 hours per month)

A full-time employee working less than a month shall accrue vacation leave on a pro rata basis (except for Union business leave). If an employee has a break in service during the first six (6) months of employment that does not exceed two (2) years, the employee may be given credit for the time worked prior to the break in service. In order to facilitate the administration of leave records, vacation leave may be accrued on a monthly basis for employees who have completed six (6) months of service. Vacation leave shall not accrue during a leave of absence without pay, or educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

### **Section 2.**

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

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

Service with a jury shall be considered time worked.

### **Section 6.**

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

### **Section 7.**

Vacation hours may accumulate to a maximum of three hundred fifty (350) hours; however, in the event of layoff, resignation, retirement or termination, any unused vacation up to only three hundred (300) hours will be paid to the employee. To avoid losing vacation, the employee must request vacation leave as provided in [Article 33](#), except where the employee is on an on-the-job injury or extended sick leave where cash payment of not more than forty (40) hours shall be made.



An appointing authority may authorize cash payment of sixty (60) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

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

### **Section 8.**

Part-time employees shall accrue vacation leave on a pro rata basis per the same schedule as full-time employees.

### **Section 9.**

Employees transferring into this bargaining unit shall be allowed to transfer up to eighty (80) hours of accrued vacation credit. The balance of vacation credit shall be paid for at the time of transfer.

### **Section 10.**

An employee who is laid off or terminates after six (6) full calendar months of State service shall be paid upon separation from State service for accrued vacation time. An employee on military leave or educational leave of absence without pay in excess of thirty (30) days shall be paid for vacation leave accrued up to the end of the last full month of service at their request, however, the Agency reserves the right to pay off such time should the leave extend beyond twelve (12) months.

### **Section 11. Vacation Cashout.**

In addition to Article 30, Section 7 of the Agreement, employees may cash out up to forty (40) hours of accrued vacation hours each State fiscal year under the following conditions:

- a. Employees must have regular status at the time of the request;
- b. Employees shall receive payment within thirty (30) days from the date of their cash out request made through the human resources information system;
- c. After cash out, employees must have in their leave balance at least sixty (60) hours of accrued vacation leave hours;
- d. Payment shall be the employee's straight time rate of pay;
- e. Employees on unprotected leave without pay at the time the payment is requested are not eligible to cash out accrued vacation hours.

To avoid losing vacation, the employee must request vacation leave. An Agency may authorize cash payment of sixty (60) hours, upon determining that granting of vacation leave is not appropriate.

*REV: 2017, 2019, 2021,2023*

## **ARTICLE 31 - HARDSHIP LEAVE DONATION**

### **Section 1.**

Employees may be allowed, on a case-by-case basis and without setting precedent, to transfer accumulated vacation and/or compensatory leave to an eligible co-worker in the Agency who has exhausted accumulated leave while recuperating from an extended and continuing illness or injury to the employee or their immediate family members as specified in [Article 38 – Sick Leave](#). When notice is sent out for a leave bank, information shall include: name of employee, work site and years of service with the SACU and the State. Additional information is optional and must be submitted by the applicant.

Accumulated leave includes but is not limited to sick, vacation, personal and compensatory leave accruals.

### **Section 2.**

The transfer of accumulated vacation and/or compensatory leave and the utilization of such leave shall be subject to the following:

- a. Employees on Workers' Compensation may not participate in this program either as Donors or Donees.
- b. All donated leave shall be posted to the Donee's sick leave account in appropriate proportion. Donated hours shall not exceed the hours necessary to cover for the qualifying absence.
- c. All accumulated vacation and/or compensatory leave hours must be donated in blocks of two (2) hours or more.

- d. Employees eligible to receive donated hours are those employees with more than six (6) months continuous service. The Donee's recognized service date will be used to establish eligibility. [Article 47 - Layoff](#) provisions regarding length of service and breaks in service shall be applicable.
- e. Nothing in this agreement shall prevent donations being made to or received from Department of Human Services (ODHS) employees outside the bargaining unit.
- f. Applicants for leave donation shall apply in writing to the ODHS Human Resources (HR) Office accompanied by the treating physician's written statement certifying that the illness or injury involved will continue beyond the date the employee is projected to exhaust all accumulated leave and has a duration of at least twenty (20) calendar days. The leave bank shall begin with the first hour of leave without pay. Donated leave may be used intermittently.
- g. Upon determination that an employee's request satisfied requirements found in section 1 of this Article, the ODHS HR Office shall approve a bank not to exceed the hours needed.
- h. The terms of this Article shall be strictly enforced. There will be no exceptions granted to the terms of this Article.
- i. 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.
- j. Upon request, employees may use hardship leave hours for parental leave.

REV: 2015, 2019

## **ARTICLE 32 - HOLIDAYS**

### **Section 1.**

The following compensable holidays shall be recognized:

- a. New Year's Day on January 1.
- b. Martin Luther King's day 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 4th.
- g. Labor Day on the first Monday in September.
- h. Veteran's Day on November 11.
- i. Thanksgiving Day on the fourth Thursday in November.
- j. The Friday after Thanksgiving.
- k. Christmas Day on December 25.
- l. Every day appointed by the Governor of the State of Oregon as a holiday and every day appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

For all employees who work in positions that are staffed five (5) days a week, Monday through Friday, when a holiday falls on a Saturday, the proceeding Friday shall be recognized as the holiday. When a holiday falls on a Sunday the following Monday shall be recognized as the holiday.

For all employees who work in positions that are staffed seven (7) days a week, twenty-four (24) hours a day, will observe the holiday on the actual day it occurs.

### **Section 2.**

Full-time employees shall be compensated at the straight rate for eight (8) hours for each recognized holiday listed in Section 1. All part-time employees shall be compensated at the straight time rate on a pro rata basis for each recognized holiday. This holiday compensation is called holiday pay. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

### **Section 3.**

Employees who are required to work on recognized holidays shall be entitled to their regular pay plus compensatory time or cash, at the employer's option, 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 the holiday pay.

For employees working thirteen (13) hour, twenty (20) minute shifts (including overtime), employees will receive time and one-half (1-1/2) for all hours worked on the holiday.

Any other employee assuming an extended beyond eight (8) hour position after November 1, 2001 will either revert to eight (8) hour shifts during a holiday work week or will receive time and one-half (1-1/2) for all hours worked on a holiday plus eight (8) hours compensatory time credit.

#### **Section 4.**

For any employee not working the holiday due to a regularly scheduled day off, they will be credited with eight (8) hours compensatory time straight.

#### **Section 5.**

Employees shall normally be notified of holiday work schedules at the time work schedules are posted as provided in [Article 28 \(Work Week and Work Scheduling\)](#) in all work units except in situations over which the SACU has no control. The SACU will determine staffing levels for work units which must be staffed on holidays in relations to the anticipated work load in each unit. Employees whose regular work day is a holiday shall be given an opportunity to request to work or not to work on the holiday. Such request shall be granted on the basis of SACU seniority and in keeping with the operating needs of the SACU. When an employee wants to take time off, they must submit a request no later than seven (7) calendar days before the posting of the unit work schedule.

Any employee who works in a position which is longer than eight (8) hours a day and who takes the holiday off as a leave day will continue to receive eight (8) hours holiday credit and must use appropriate accrued leave or leave without pay for the balance of the regularly scheduled shift.

#### **Section 6.**

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

#### **Section 7. Medical and Behavior Homes.**

In addition to the compensatory time provided in Section 3 of this Article, employees who work overtime on a holiday shall receive time and one-half (1-1/2) compensation for all overtime hours worked.

*REV: 2015, 2019, 2021,2023*

### **ARTICLE 33 - SCHEDULING ACCRUED TIME OFF**

#### **Section 1.**

Non Pre-determined Time Off: Any request for use of accrued time off, excluding sick time, for forty (40) hours or more shall require a notice of twenty (20) calendar days. Requests shall be responded to within ten (10) calendar days of request..

Any request for use of accrued time off, excluding sick leave, under forty (40) hours shall require a minimum of two (2) business days notice. Requests received shall be responded to within one (1) business day.

Pre-determined Time Off: Employees requesting scheduled time off will submit their requests during the three (3) designated open sign-up periods.

April	for the months June/July/August/September
August	for the months October/November/December/January
December	for the months February/March/April/May

Management will post the awarded bids by the 20<sup>th</sup> of the month following the bid process (e.g., post by January 20<sup>th</sup> for December bids).

The length of time requested off may vary. Ties shall be broken by lot. Seniority is only used when two (2) or more employees want the same time off and an agreement between the employees cannot be reached. A block of time can be any length of time. Whether an employee uses their seniority to take a one (1) day block of time or a ten (10) day block of time, the seniority has been used for the bid year (February through January). Awarded pre-determined time off shall take precedent over non pre-determined time off requests, regardless of seniority.

Timelines may be waived by management except for the seniority request period.

In no case shall accrued time usage be denied if the work unit can meet work unit determined staffing requirements and levels and a bona fide emergency does not exist.

If seniority has been used to get a vacation slot and that slot is returned, that employee's seniority still has been used.

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

### **Section 2.**

If management is not available then employees shall utilize the house protocol for taking time off in the absence of the manager. Accrued time may be taken in time increments of less than a full shift. No employee providing direct supported individual care may leave early if there is another employee working overtime and providing direct supported individual care during the shift, unless the employee on overtime has already been relieved. The only exception to this is if an employee is sick and needs to utilize sick leave to go home.

### **Section 3. Comp Time Accrual and Payment.**

Subject to [Articles 29, Overtime](#) and [32, Holidays](#), an employee may accrue up to one hundred and eighty (180) hours compensatory time. Any hours accrued shall be paid in cash by the ODHS at the employee's request no more than once per month. Comp time earned in the current month is not eligible for cash out. The request will be processed and the payout included on the first of the month or mid-month payroll run provided it is received in the ODHS payroll office by 10:00 a.m. on the business day prior to payroll cutoff. In the event comp time cannot be paid due to budgetary constraints, the employee may request and shall be granted an emergency draw provided the employee has not already received a draw that month.

Within the last two (2) or first two (2) months of a biennial budget period, the Agency may, at its discretion, cash out comp time accruals to no less than fifty (50) hours per employee unless the employee has pre-authorized plans to utilize said time; cash outs below fifty (50) hours shall only occur with the mutual agreement of the employee.

### **Section 4.**

If an employee is granted a lateral transfer, their choice of vacation made during their previous assignment will need to be resubmitted and approved based on staffing needs.

### **Section 5.**

Employees who are vacation relief shall be entitled to schedule vacation in a manner which guarantees two (2) days off before and two (2) days off following each block of forty (40) hours which they use.

An employee's request for vacation time off shall have nothing to do with the availability of vacation relief staff or lack of staffing, unless emergency operational need exists.

*REV: 2015, 2021,2023*

## **ARTICLE 34 - PERSONAL BUSINESS**

### **Section 1.**

All employees after completion of initial trial service shall be entitled to receive personal business days in the following manner, provided they are in pay status for 1,040 hours for each fiscal year:

- a. All full-time employees shall be entitled to twenty-six (26) hours of personal business with pay each fiscal year.
- b. Part-time, seasonal and job share employees shall be granted such leave in a prorated amount of twenty-six (26) hours based on the same percentage, or fraction of month, they are hired to work provided it is anticipated that they will work 1,040 hours during the fiscal year.

### **Section 2.**

Should any part-time employee fail to work 1,040 hours for the fiscal year, the value of personal business time used may be recovered from the employee's July paid August check or final check, whichever comes first.

### **Section 3.**

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

### **Section 4.**

Such leave may be used by an employee for any purpose they desire and may be taken at times mutually agreeable to the work unit and the employee. Employees who have prescheduled on any of the three (3) annual vacation

sign ups and have approved vacation blocks, may at the time of the vacation period replace prescheduled and approved vacation hours with available personal business hours.

## **ARTICLE 35 - LEAVE WITH PAY**

### **Section 1. Service with a Jury (including jury selection process).**

The employee may keep any money paid by the court for service on a jury. Whenever possible, subject to SACU operating requirements, employees selected by proper authority for jury duty shall be placed on a day shift, Monday through Friday, schedule during the period they are obligated to report and/or serve jury service. The Employer shall not suffer any penalty payments for the change in the work schedule of the employee on jury duty. (See also, [Article 36](#), Section 6.)

### **Section 2. Court or Legislative Appearance.**

Appearance before a Court, Legislative Committee, or Judicial or Quasi-Judicial Body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duty. An employee may keep any money paid in connection with the appearance. (See also, [Article 36](#), Section 6.)

### **Section 3. Search and Rescue Operation Leave.**

Taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service, or any legal organization of Civil Defense, for a period of not more than five (5) working days.

### **Section 4. Military Training Leave.**

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

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

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

### **Section 5. Educational Leave.**

Subject to availability of fiscal and staffing resources, an employee may be granted an educational leave in which the SACU may defray a part or all of the cost, either through allotment or through payment of a salary. Each request for leave must be approved by the HR Manager. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

### **Section 6. Pre-Retirement Counseling Leave.**

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

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

When the date requested for pre-retirement counseling 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.

### **Section 7. Job Interview Leave.**

Interview Leave shall be allowed pursuant to the following:

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

- b. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to four (4) hours of agency paid time to interview for positions with another state agency when such interviews(s) occurs during their work hours. An Appointing Authority or designee shall determine whether the amount of time requested for the interview is appropriate and whether the time taken for interview is excessive. Such determination is not subject to the grievance procedure.  
Interview leave time approved and taken to interview with another state agency that exceeds four (4) hours of agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flex time within the same workweek.
- c. All interview leave time approved under Guidelines a and b must be recorded as IT on the employee's timesheet/time reporting period.
- d. Interview leave used shall not count as time worked for purposes of overtime.
- e. An agency shall not incur any employee reimbursement costs.

**Section 8. Bereavement Leave.**

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

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

**Section 9. Workers Compensation**

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

- (1) The employee seeks medical care within forty-eight (48) hours of being injured.
- (2) The employee applies for and is approved for worker's compensation. The claim must be for a period less than fourteen (14) days.
- (3) The employee's attending physician certifies that the employee cannot work.

Should the employee's claim be denied or if the SAIF claim is approved and the employee receives time loss payments for a period of time that lasts fourteen (14) or more days then the Agency shall recoup those monies.

**Section 10. Supported Individual Assaults.**

Where the employee is off work on time loss under workers' compensation due to that person being physically assaulted or otherwise injured during a Protective Physical Intervention (PPI) in the course of their duties as a direct result of supported individual actions resulting in a serious physical injury as certified by the employee's attending physician and the employee cannot perform their regular duties or modified work, the employee shall receive supplemental pay in addition to the employee's worker's compensation benefit which shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate (i.e., the step in the salary range at which the employee is paid) for the first one hundred and eighty (180) days of such leave immediately following the date of the assault or date of the injury caused during a PPI, until released for modified or regular duty..

After the first one hundred eighty (180) calendar days of such time loss in any rolling twelve (12) month period, the supplemental pay shall end and the employee shall have the option of sick leave proration. To be approved for this supplemental pay benefit, the employee must have been acting within the course and scope of their assignment when assaulted. Time loss resulting from stress related disabilities shall not be eligible for this supplemental benefit. Where the time loss exceeds thirty (30) calendar days, the SACU may require the employee be evaluated by the SACU's independent medical examiner to assess the ongoing need for the time off.

REV: 2015, 2017, 2019, 2021

## **ARTICLE 36 - LEAVES OF ABSENCE WITHOUT PAY**

### **Section 1.**

Application for leave of absence without pay will be in writing and submitted to the immediate supervisor.

### **Section 2.**

In instances where in the opinion of the SACU the work of the SACU shall not be negatively impacted 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 SACU approval. Any authorized leave of absence without pay does not constitute separation from State service.

### **Section 3.**

Time spent on leave without pay in excess of ninety (90) consecutive calendar days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability or military leave consistent with Veterans' Reemployment Rights Leave, Title 38, USC Chapter 43. Additionally, the employee shall not be eligible to accrue vacation or sick leave hours.

### **Section 4. Military Leave Without Pay.**

An employee who has received official notice from the National Guard or any reserve component of the armed forces of the United States shall be given such military leave without pay as may be provided by law. However, reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full work week increments where such leave causes an absence of one (1) or more full work weeks. (See also, [Article 35](#), Section 5.)

### **Section 5. Peace Corps Leave Without Pay.**

Upon completion of their service in the Peace Corps, a regular employee shall have the right to return to a position in the same classification as their last held position and at the prevailing salary rate without loss of seniority or other employment rights.

### **Section 6. Court Appearance Leave Without Pay.**

An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA exempt employee to testify in court or at a deposition except for full work week increments where such testimony causes an absence of one (1) or more full work weeks. (See also, [Article 35](#), Sections 1 & 2.)

### **Section 7. Unauthorized Leave of Absence.**

Unauthorized absences of employees from duty shall be deemed to be absence without leave (AWOL) and may be grounds for disciplinary action by the SACU. Employees may be allowed to cover such absences with accrued compensatory time or vacation time if the SACU considers extenuating circumstances existed. An employee who absents him/herself for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

REV: 2015, 2019

## **ARTICLE 37 - INCLEMENT WEATHER/ROAD HAZARDS**

When employees are late due to road closures or traffic curtailment they may be allowed to use accrued leave to cover the absence. Such approval will be considered on a case-by-case basis.

While the Site Manager has the authority to approve time off pursuant to this section, any denial of a request to use vacation/comp time/personal business leave shall require both the Site Manager and Administrator or designee approval.

### **Section 1.**

- a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement/environmental, weather, weather related or hazardous conditions, including active shooter or threat of violence. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency shall factor in the safety of State employees and the public to determine a closure. An employee shall have the right to leave work if they deem it is necessary for safety. Subject to the operating needs of the agency and notification to their immediate supervisor, an employee may leave work early due to inclement weather or hazardous conditions and code their time as accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay. The Employer/ Agency will strive to make its decision to close and/or postpone day shift no later than 5 am; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as mass notification systems, pre-designated internet web sites, phone trees, radio stations and/or television media. Notifications do not apply to employees who are required to report to work.
- b. For purposes of this Article essential staff are those staff who cannot perform their core job duties or essential Agency functions from a remote work location. The Agency shall notify employees of these designations 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/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two weeks advance notice to the affected employee(s). Essential staff who are required to report to work by the Employer/Agency shall be on approved leave without pay status if absent, unless the employee elects to use accrued leave. If an employee shows up within two (2) hours of their scheduled shift, subject to operating requirements and supervisory approval, they may make up the work time missed during the same workweek, provided work is available.
- c. Where the Employer/Agency has announced a delayed opening pursuant to Section 1a, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may flex their time with manager's approval, or cover the time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.
- d. When a closure has been determined before the start of an employee's work day the employee may:
  1. work from home, with manager's approval or
  2. work from an alternate work location that is no more than fifty (50) miles from their regular work location which has been identified by mutual agreement between the employee and the supervisor;, or
  3. use inclement weather/hazardous conditions leave as allowed for in Section 6 of this Article.

### **Section 2. FLSA Non Exempt Employees Only.**

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

1. use accrued vacation hours, compensatory time off, personal leave time, leave without pay; or
2. use inclement weather/hazardous conditions leave (not to exceed forty (40) hours a biennium), or,
3. The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change. The employee may be approved to flex their time to engage in training through the electronic employee training platform or other Agency approved resources remotely. Such approval will not be unreasonably denied. Employees engaging in these options will waive their shift differential for such time; or,
4. Complete supervisory approved remote training course.

Once the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more Agency closures during the biennium, if unable to work remotely, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.

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

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



**Section 4.**

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

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

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

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

**Section 5.**

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

**Section 6. Alternate Work Sites.**

Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked. Employees who have been pre-approved to work remotely and are unable to complete their assigned duties due to a loss of electricity, loss of internet service, or comparable circumstance, due to inclement or hazardous conditions will pursue alternative methods for completing their assigned duties. However, employees unable to work through an alternative method will be eligible for inclement/hazardous conditions leave not to exceed the forty (40) hours a biennium. With management approval employees who are unable to report to their assigned house/worksites may work in any house they are able to report to safely. The employee is to notify their manager of the situation so that they receive compensation for working. If the employee is not trained on the supported individuals behavior plans for that house they shall not be primary staff or work alone with supported individuals.

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

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

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

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

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

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

**Section 10.**

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

*REV: 2015, 2017, 2021,2023*

**ARTICLE 38 - SICK LEAVE**

**Section 1.**

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

**Section 2.**

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

### **Section 3.**

Actual time worked and all leave with pay (except for educational leave) shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee works thirty-two (32) hours or more that month. Leave without pay resulting from authorized leave for Union activities or on-the-job injury shall not cause sick leave proration unless that leave extends beyond fourteen (14) days. Employees shall be eligible to utilize sick leave immediately upon accrual.

### **Section 4.**

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment due to any of the following reasons:

- Illness;
- bodily injury;
- disability resulting from pregnancy;
- necessity for medical or dental care;
- if the employee is a victim of domestic violence, harassment, sexual assault, or stalking; or the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking, pursuant to ORS 659A.270 through 659A.290;
- attendance at an employee assistance program;
- exposure to contagious disease;
- for the emergency repair of personal assistive devices which are medically necessary for the employee to perform assigned duties;
- attendance upon members of the employee's or the employee's spouse's immediate family, or the equivalent of each for domestic partners, ( parents, wife, husband, children, foster children, brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse or domestic partner;
- Parental leave.

The employee shall make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. An employee may prearrange use of sick leave as per this section with reasonable notice and the SACU will accommodate such reasonable request. Certification of the attending physician or practitioner may be required by the SACU to support the employee's claim for sick leave if the employee is absent in excess of seven (7) consecutive days, or if the SACU has reason to believe that the employee is abusing sick leave privileges. The SACU may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the SACU has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any costs associated with the supplying of a certificate shall be borne by the employee. In cases of pregnancy, the SACU may require a certificate from the attending physician to determine if the employee should be allowed to work.

After sick leave accrual has been exhausted the employee may request to use Personal Business.

### **Section 5. Sick Leave Usage for Non-Job-Incurred Injury.**

Employees in sick leave-without-pay status shall not be authorized to use accrued vacation leave or accrued compensatory time leave in lieu of LWOP unless such leave is pre-authorized by their supervisor or the employee is on authorized OFLA leave or authorized FMLA leave. Upon request Personal Business leave may be used to cover sick leave prior to leave without pay status.

### **Section 6.**

The employee shall have all their accrued sick leave credits transferred when the employee is transferred to a different State agency.

### **Section 7.**

A note from a doctor does not, in and of itself, authorize a leave pursuant to this Article.

### **Section 8. Family Medical Leave.**

Each employee shall be granted a leave of absence for a reasonable period of time, but not to exceed twelve (12) weeks per year pursuant to the provisions of the State and Federal Family Leave Acts.

- a. When an employee has received approval for Family Medical Leave without pay that exceeds fifteen (15) calendar days, the employee shall, before being placed on leave without pay status exhaust all but twenty-four

- (24) hours of sick leave and exhaust all accrued vacation time unless covered by another insurance company. The employee may, at their option, utilize any or all accrued compensatory time during this period.
- b. Intermittent. When an employee qualifies for Intermittent FMLA, the employee must use sick and/or vacation leave. The employee, at their option, may utilize any or all accrued compensatory time.
  - c. While an employee is on leave without pay status, they shall not be allowed to use accrued time in order to retain the Employer's contribution for insurance plans, however, it is understood that the employer shall continue to provide its contribution to insurance through a period of leave without pay which qualifies as Federal Family Medical Leave.
  - d. This Section shall not be used by employees to circumvent Article 30, Vacation Leave.

### **Section 9.**

- a. When an employee has received approval for leave without pay that exceeds fifteen (15) calendar days other than State or Federal Family Medical Leave, the employee shall, before being placed on leave without pay status:
  - 1. exhaust all accrued compensatory time off;
  - 2. reduce the number of hours of accrued vacation leave to twenty-four (24) hours.
- b. While an employee is on leave without pay status, they shall not be allowed to use accrued time intermittently to retain the Employer's contribution for insurance plans.
- c. This Section shall not be used by employees to circumvent Article 30, Vacation Leave.
- d. In cases where the leave of absence is requested because of medical reasons accompanied by a signed physician's statement, subsection (a)(2) will be utilized at the option of the employee.

REV: 2015,2019

## **ARTICLE 39 - WORKERS' COMPENSATION**

### **Section 1.**

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

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

If an employee is released by the attending physician for return to a temporary modified assignment, and the employee is not medically stationary but is expected to be able to resume full duties of their previous position within ninety (90) calendar days, the SACU shall offer such work as the employee is capable of performing and which as determined by the SACU is available during the ninety (90)-calendar-day period. These temporary modified assignments shall first include opportunities within the SACU. If no suitable assignments are thus available, then SACU shall seek opportunities within the Oregon Department of Human Services (ODHS). Such short term assignments shall be made without regard to procedures for [Voluntary Transfers Within Class and Demotions, Article 40](#). If the employee refuses such assignment, the SACU will notify SAIF of the refusal. An offer of modified employment may be refused by the worker without the termination of temporary total disability benefits if the offer: (A) Requires a commute that is beyond the physical capacity of the worker according to the worker's attending physician; or (B) Is at a work site more than 35 miles one way from the injured worker's worksite or the distance of the employee's regular commute whichever is greater.

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

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

- c. Demand to Return to Other Position(s) That Is Available and Suitable. Employees requiring a change in work assignment on return from on-the-job injury which is deemed by the attending physician to limit an employee's work capabilities on a permanent basis for more than ninety (90) days shall be assigned if possible by the SACU in the same classification or a classification in the same salary range which he/she is capable of performing and is qualified for the job. If not possible, other assignments shall be offered in accordance with State laws and regulations. Employees changing their work assignment under the provisions of this Section are not subject to [Article 40, Voluntary Transfers Within Class and Demotion](#) or [Article 42, Promotion](#). The Union shall be notified of such transfers.

#### **Section 4.**

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

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

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

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

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

*REV: 2015, 2019*

### **ARTICLE 40 - VOLUNTARY TRANSFERS WITHIN CLASS AND DEMOTIONS**

The purpose of this procedure is to provide an orderly means for employees to request transfers to vacant positions in the bargaining unit in the same classification or demotions to vacant positions in lower classifications.

#### **Section 1. General.**

- a. This procedure applies to voluntary lateral transfers of employees to fill vacant positions.
- b. A vacancy shall be defined as an unfilled position the SACU intends to fill.
- c. In Section 2 (a, b and c) the employee with the greatest seniority with the SACU (then State if tied) shall be selected unless the employee is disqualified by the SACU for job-related reasons. No level of discipline shall stop an in house lateral transfer. Special circumstances may be appealed to the SACU Director.
- d. An employee must submit in writing for a bid to be valid. That bid must be rescinded in writing prior to the close of posting if the employee does not want to be considered for the bid.
- e. Once an employee is awarded a vacant position which is out of that employee's house, that employee must remain in the new house for at least ninety (90) days.
- f. Employees will be provided opportunity to apply for assignment on the Crisis Outreach and Assessment Team (COAT) subject to a fair and competitive process that will include Union representation in the selection process.

## **Section 2. Procedure. Class Transfers and Demotions.**

- a. SACU Human Resources shall post vacancies for a minimum of seven (7) calendar days. All vacancies posted shall include information regarding the vacant position's shift, days off, work area and general summary of duties. Announcements will be emailed to SACU employees, once a week, which lists the vacant positions awarded, location, and seniority date.
- b. Current employees desiring to lateral transfer (same classification) into a current posted vacancy will submit the lateral transfer request through the State E-Recruit System and must be received by closing date and time as stated in the posting. Employees must qualify for the vacant position they are applying for.
- c. Lateral Transfers – Direct Support Crisis Specialist (DSCS); Health Crisis Technician (HCT); Resident Support Specialist (RSS); Office Specialist 2 (OS2).

A bid for a lateral transfer must be rescinded in writing prior to the close of the posting if the employee doesn't want to be considered for the bid. Once awarded, the vacant position must be accepted. Vacant positions will be awarded in the following order below based on agency seniority:

  1. In house, same class;
  2. In island, same class (including Float Pool and COAT);
  3. Last in island with less than ninety (90) days;
  4. Out of island, same class;
  5. In island, demotion (if employee previously held the classification);
  6. Out of island, demotion (if employee previously held the classification);
  7. Trial Service in house;
  8. Trial Service in island;
  9. if no SACU employees bid, the vacant position will be filled using hiring list which at a minimum includes reemployment, statewide layoff and open competition.
- d. Future transfer bids within the island shall be allowed; however, the employee's bid shall be considered last for a period of ninety (90) days, from date position awarded, before going out of house and/or being given to anyone on trial service.
- e. When an employee is awarded a vacant position, they shall be considered in that vacant position no later than ten (10) calendar days after the award.
- f. If the most senior employee is denied a lateral transfer to another worksite, they shall receive a written explanation of the denial, upon request.

## **Section 3. Behavior Professional (BP) Lateral Transfers.**

BP employees interested in a lateral transfer to other vacant BP positions shall submit a lateral transfer request through the State E-Recruit System. The awarded bid will be based on the employee's agency seniority.

## **Section 4. Behavioral Health Specialist 2 (BHS2) Lateral Transfers.**

BHS2 employees interested in a lateral transfer to other vacant BHS2 positions shall submit a lateral transfer request through the State E-Recruit System. The awarded bid will be based on the employee's agency seniority.

## **Section 5. Demotions.**

- a. Employees interested in demotion to a lower classification that they previously held shall be eligible to apply through an open bidding process. The employee must meet the minimum and special qualifications of the vacant position.
- b. Employees interested in demotion to a lower classification or salary range and have not previously held the position shall apply through an open recruitment and must meet the minimum and special qualifications as stated in the recruitment announcement.
- c. When an employee who interviews is not selected for a demotion, they will have an opportunity to schedule with the hiring manager a mutually agreeable time to receive feedback.

## **Section 6.**

The provisions of this Article are superseded for transfers effected in accordance with the Article on Workers' Compensation.

*REV: 2015, 2017, 2019, 2021, 2023*

# **ARTICLE 41 - INVOLUNTARY TRANSFERS**

## **Section 1.**

This Article applies to involuntary transfers of regular status employees from one position to another position in the same classification.

**Section 2.**

The SACU shall not arbitrarily transfer an employee for disciplinary reasons.

**Section 3.**

When it is necessary to fill a vacancy through an involuntary transfer because of SACU operating requirements, the SACU shall assign the most junior qualified employee in the work unit. The employee shall be notified ten (10) days before the transfer occurs.

**Section 4.**

When, in the opinion of the SACU, it becomes necessary to administratively transfer a particular employee, the SACU shall notify the employee and the Union of the transfer and the reasons for it. The Union shall be notified before such transfer occurs. The SACU shall not transfer an employee for arbitrary or capricious reasons.

**Section 5.**

When a vacancy occurs in the work unit from which the employee was transferred and is not filled by a regular status employee within the work unit from which the employee was transferred, they will have first priority of filling that vacancy if the employee has submitted a transfer bid pursuant to [Article 40](#). Prior to any denial, a meeting will be held between the employee, Union and Agency to discuss the situation.

REV: 2015

**ARTICLE 42 - PROMOTIONS**

**Section 1.**

The Program desires to fill vacancies with the best qualified applicants available. Within that context, the Program intends to insure that all employees are given an opportunity to compete for all promotional openings within the bargaining unit. If two (2) or more employees are identified as top candidates and are equally qualified for the position, qualifications will include but not be limited to work performance and work history, the promotion shall be given to the employee who has the greatest seniority with the SACU, but may not usurp veteran's preferences.

**Section 2.**

The Program has a high priority for developing internal candidates for promotional opportunities. The Program will make on-going training and work experience available to employees, and will make a good faith effort to adjust employees' schedules to allow them to participate. The Program will insure that every promotional candidate will be offered an interview. If there are five (5) or more qualified internal promotional candidates who accept an interview, the Program will first consider internal candidates, but may not usurp Veteran's preferences.

**Section 3.**

When an employee is denied a promotion, they have the right to establish with the hiring authority a mutually agreeable time to receive feedback.

**Section 4.**

The Program shall post all promotional job announcements and training opportunities via agency email system and Workday.

**Section 5.**

A proposed list of names will be developed with a minimum of six (6) represented employees and submitted to Agency leadership for inclusion on promotional panels. All individuals will have completed the HR Interview training prior to having their name placed on the list. Once training has been completed, a minimum of two (2) trained employees shall be invited to participate. If designated employee(s) are not available, every reasonable attempt will be made to find a replacement in a timely manner and will not cause an undue delay.

REV: 2015, 2021

**ARTICLE 43 - LIMITED DURATION APPOINTMENTS**

**Section 1.**

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award or legislative funding for a specific project. Such appointments shall be for a

stated period normally not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects.

### **Section 2.**

- a. No newly hired person on a limited duration appointment shall be entitled to any layoff rights under this Agreement.
- b. An employee appointed from regular status in the SACU to a limited duration appointment in the SACU shall be reinstated to their former position in the SACU when the limited duration appointment is terminated.

### **Section 3.**

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

- a. That the appointment is of limited duration.
- b. The appointment may cease at any time.
- c. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2 (b) of this Article.
- d. That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union.

### **Section 4.**

New employees can be hired into permanent positions under Limited Duration status under the following conditions:

- a. The position has been temporarily vacated due to job rotation, limited duration, extended leaves,
- b. The position is known to have limited work and funding, not to exceed two (2) years.

*REV: 2015*

## **ARTICLE 44 - JOB SHARING**

### **Section 1.**

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

### **Section 2.**

Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to their immediate supervisor to be considered for a job share position. The immediate supervisor shall determine if job sharing is appropriate for a specific position. The requesting employee shall be responsible for recruiting another employee for the job share position. The SACU Human Resources will maintain a list of employees requesting to job share, and upon request will give the list to employees requesting to job share.

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

If one (1) job share employee vacates the position, or if a vacancy exists and if the immediate supervisor determines that job sharing is not appropriate for the position, or if the employee remaining is unable to recruit qualified SACU employees, in the opinion of the SACU, 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.

REV: 2015

## **ARTICLE 45 - RECLASSIFICATION PROCEDURE**

The parties shall use the following procedure to process reclassification requests.

### **Section 1.**

The SACU shall furnish class specifications at the request of the Union or the employee.

### **Section 2.**

When an employee requests, in writing, that their position be reviewed for reclassification, the employee shall submit a completed Position Description Form and written explanation for a proposed reclassification request to Human Resources. It is recommended that the employee and supervisor develop a Position Description that they mutually agree upon. Should the employee disagree with the description of duties in the revised Position Description following its review by their supervisor, the written explanation will include a complete discussion of those areas of disagreement.

### **Section 3.**

- a. The SACU shall conduct a classification audit and review the merits of the request. The employee and Union shall be notified within thirty (30) days of the request as to SACU's findings.
- b. If the findings indicate reclassification is justified, the ODHS shall decide whether to seek legislative approval or to remove the duties from the position.

### **Section 4.**

If a reclassification request, as approved, does not receive the necessary legislative approval required by ORS 291.371, the SACU shall immediately change the duties of the employee to conform to the prior classification.

### **Section 5.**

The effective date of a reclassification implemented under this Article shall not be later than the first of the month following legislative approval. Retroactive pay, to the date of the employee's request, will be paid if the employee has been performing the work in question for that period of time. The anniversary date for future step increases shall be established as the first of the month following twelve (12) months in the new classification.

### **Section 6.**

Any employee reclassified downward will retain their current rate of pay in the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary review eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified. When a position is reclassified to another class with the same pay level or to a class that carries a lower salary range, the employee occupying that position shall be accorded corresponding employment in the new classification.

### **Section 7.**

Any employee reclassified upward shall move into the new range at the closest step that is higher than their current rate but not less than a four and one-half percent (4.5%) increase except where such increase would exceed the top step of the new salary range.

### **Section 8.**

If an employee is involuntarily classified downward or an employee's reclassification request is denied, the employee may appeal the decision to binding arbitration under this Article of the Agreement. The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days of the date of the SACU's decision or the date that decision was due. The appeal must state the reasons why the decision was inappropriate. If the arbitrator finds the SACU's decision inappropriate, their authority shall extend only to referring the issue back to the SACU for reconsideration. The Arbitrator shall have no power to substitute their discretion for the SACU's discretion on classification matters. The Arbitrator shall retain continuous jurisdiction over reconsideration decisions by the SACU under the same standards as set forth above in this Section. This section shall supersede Section 7 of [Article 14, Grievance Procedure](#) on the delineation of the Arbitrator's authority on matters addressed in this Article.



## **Section 9. Denied Reclassification/Involuntary Reclassification Appeal Process**

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

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

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

**Appeal Decision Process:** The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

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

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

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

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

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

shall be determined by the position description and other relevant evidence of duties assigned by the Agency.

This Section supersedes any provisions contained in the Agency's grievance procedure.

REV: 2015

## **ARTICLE 46 - REVIEW OF CLASSIFICATION SERIES**

### **Section 1.**

It is agreed and understood that procedures for establishing new proposed classifications and for material revision of existing classifications will provide reasonable opportunity for review and input by the Union prior to implementation.

### **Section 2.**

The parties shall negotiate the salary range for new and materially revised classifications.

### **Section 3.**

Implementation of a salary adjustment or rate change agreed upon in the salary negotiations shall be effective the first of the month following legislative approval of the negotiated salary, unless otherwise specified in the negotiated agreement.

### **Section 4.**

The Union may recommend classification studies to be conducted by the Chief Human Resource Office including the reasons for the need for such studies.

(See LOA: [Review of Classification Series](#))

Rev: 2017

## **ARTICLE 47 - LAYOFF**

The following procedure applies only to bargaining unit members employed in this bargaining unit and further precludes bargaining unit employees of all other state agencies from displacing any Department bargaining unit member. There shall be no cross-bumping between bargaining units in the Department.

### **Section 1. Alternative to Layoff**

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

### **Section 2.**

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

### **Section 3.**

Geographic areas:

1. Linn, Lane
2. Yamhill, Marion
3. Multnomah, Clackamas

### **Section 4.**

The layoff procedure shall occur in the following manner:

- a. Management shall determine the specific positions to be vacated; however, prior to management's determination of which positions will be laid off, management may allow impacted classification employees to volunteer for layoff or demotion.

- b. Permanent, full-time, regular status employees may displace permanent, full-time or permanent, part-time employees with less service credits under the options specified in Section 3c. Permanent, part-time employees may not displace any permanent, full-time regular employee.
- c. A regular status employee notified of a pending layoff shall select one (1) of the following options and communicate such choice, in writing, to the HR Manager within fourteen (14) calendar days from the date of receipt of the written layoff notice.
- d. Eliot will be considered a single worksite for the purpose of this Article.
- e. Options
  - 1. The employee will displace the employee in the same class with the lowest service credits first, in the worksite, and if no opportunity exists, second, in the geographic area, and if no opportunity exists, lastly on a statewide basis.
  - 2. The employee will displace the employee in a lower class with the lowest service credits first in the worksite, and if no opportunity exists, second, in the geographic area, and if no opportunity exists, lastly on a statewide basis.
  - 3. The employee may opt to be laid off.
    - An employee exercising Option 1 or 2 must meet the minimum qualifications of the position as stated in the class specifications plus any special qualifications stated in the position description and must be capable of performing the specific requirements of the position within thirty (30) days. The Department shall determine if the employee is capable of performing such duties.
    - If the employee cannot meet these requirements, they shall be entitled similar consideration to the position with the incumbent having the next higher service credit in the worksite geographic area and so on.

**Section 5.**

Any employee displaced by another employee in the Department exercising their option under Section 3 may exercise the options available under Section 3.

**Section 6. Job Share.**

- a. For the purpose of this Article, individuals filling a job sharing position which totals a full-time equivalent at the time of calculation of service credit shall be considered as one (1) full-time equivalent, or, as two (2) part-time employees. This determination shall be made by the Department.
- b. Service credit for prior non-job-share time shall be determined by giving the employee one (1) point per month for any full-time worked and pro rata credit for each month spent on the job in less than full-time capacity.
- c. Service credit 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.
- d. 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.
  - Any employee displaced by another employee exercising options under Section 3(e)(1) and (2) may also exercise any option under Section 3(e).

**Section 7.**

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

- a. One (1) point per month for each full month of unbroken service in the State 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 authorized leave without pay other than for Union activity or periods of leave less than ninety (90) days will be deducted from seniority calculations. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.
- b. If two (2) or more employees have equal service credit, the tie shall be broken by length of continuous service 1) with the SACU and 2) in classification. If ties between employees still exist, the order of layoff shall be determined by the Department in such a manner as to conserve for the Department the service of the most qualified employee.

- c. Service credits shall be recorded within the following categories: permanent full-time, and permanent part-time.

### **Section 8.**

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 9. Recall Lists.**

Names of regular employees who have separated from the service of the State in good standing by recall 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.

Employees may remain on layoff for up to two (2) years and shall not lose previously accrued seniority when employed within two (2) years.

### **Section 10. Recall.**

Employees who are on a recall list shall be recalled by beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position's classification and who is capable of performing the specific requirements of the position as stated on the position description within thirty (30) days. The thirty (30) day time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Department prior to being recalled to the position.

If an employee on a recall list is offered a position in the geographic area from which they demoted or was laid off, they shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the recall list.

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

### **Section 11. Temporary Employment.**

If an existing temporary appointment is necessary in any geographic area and is expected to last longer than five (5) calendar days and there is a layoff list for that classification in the geographic area, 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 and will not be eligible for any benefits covered under this Agreement.

### **Section 12.**

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employees are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay; however, reduction in salary will not be made for an FLSA-exempt employee on temporary interruption of employment except for full work week increments where such interruption causes an absence of one (1) or more full work weeks. Employees affected by a temporary interruption of employment shall be released by SACU seniority within the affected work unit.

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

### **Section 13.**

Any employee laid off shall be paid for all accrued vacation and compensatory time at the rate being earned at the time of layoff.

### **Section 14.**

Whenever there is an SACU vacancy the Department intends to fill and an SACU Recall List exists for that classification, it shall be used after the lateral transfer procedure has been used.

## **Section 15.**

Actions taken pursuant to this Article shall not be subject to [Article 52, Moving Allowance and Reimbursement of House Hunting Costs](#).

## **Section 16. Secondary Recall Rights.**

- a. **Application:** These rights apply to all employees in bargaining units represented by AFSCME at Central Table negotiations as well as the Department of Corrections and Board of Parole except employees who are laid off during initial trial service.
- b. **Definitions:**
  1. **Geographic Areas**, for the purpose of secondary recall, are each location for which an employee may indicate their willingness to relocate on the state's PD100.
  2. **Agency Layoff Lists** are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.
  3. **Secondary Recall List** is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.
- c. **Coordination with Filling of Vacancy and Layoff Articles.** The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.
- d. **Procedures:**
  1. **Placement on the Secondary Recall List.**
    - A. Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in their personnel file) by layoff or transferred outside state government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in their personnel file, that employee may request and shall be placed on the secondary recall list for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.
    - B. Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.

## **Use of the Secondary Recall List.**

- a. After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted.
- b. To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.
- c. Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.
- d. Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.
  1. **Appointments/Refusals of Appointments from the Secondary Recall List.**
    - A. A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have their name removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.

- B. Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.
- C. Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months except that employees hired into the Offender Information and Sentence Unit as Prison Term Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.
- D. Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

REV: 2015

## **ARTICLE 48 - RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR CLASSIFIED SERVICE**

### **Section 1.**

Voluntary demotion of a Management Service employee to a position in the bargaining unit will not occur until the provisions of [Article 40, Section 2, Voluntary Transfers Within Class and Demotions](#), which affect lateral transfers have been completed. After compliance with [Article 40, Section 2](#) the Management Service employee may voluntarily demote into the bargaining unit before provisions of [Article 42, Promotions](#) must be considered.

REV: 2015

## **ARTICLE 49 - PERSONAL PROPERTY REIMBURSEMENT**

When an employee submits a timely completed property damage claim form involving personal property damaged by a resident, which is complete as prescribed by the Oregon Department of Human Services (OODHS), SACU shall respond to the claim no later than seven (7) calendar days from the date of submission and Office of Financial Services (OFS) shall reimburse no later than fourteen (14) calendar days from OFS receipt of the completed and approved claim.

When an employee's personal property is damaged or stolen while on shift, the employee may file a claim with DAS Risk Management.

REV: 2021,2023

## **ARTICLE 50 - STATE CARS AND MILEAGE REIMBURSEMENT**

### **Section 1.**

No employee shall use their private vehicle in the pursuit of official business without the specific authorization of the SACU. Employees will not be authorized to regularly and routinely transport supported individuals in an employee's private vehicle nor will they be instructed to use their private vehicle except in the case of a medical necessity.

Official business is defined as assigned duties or required training.

### **Section 2.**

Mileage Allowance: Reimbursements and procedures for authorized private vehicle usage 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 3.**

Employees shall report in writing any unsafe vehicle issue(s) to the DAS Motor Pool or designated SACU personnel. The report shall contain the license number of the vehicle, date of occurrence, and the details concerning the unsafe condition.

REV: 2015

**ARTICLE 51 - TRAVEL REIMBURSEMENT**

**Section 1.**

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

Employee's residence is the actual dwelling place of the employee, determined without regard to any other legal or mailing address. Receipts for lodging must be attached to the Travel Expense Detail Sheet before reimbursement shall be made.

**Section 2. Expenses for Meals.**

Notwithstanding Section 1, expenses for meals shall be reimbursed when the employee is responsible for providing a meal for an individual who is in the care, custody, or control of the state when pre-approved by management or in an emergency situation.

**Section 3.**

If an employee is assigned by the SACU to accompany residents on off-residence activities, the SACU shall reimburse the employee for out-of-pocket expenses directly related to the resident's planned activity. Receipts will be required before reimbursement shall be approved. Unless use of petty cash has been approved, pre-approved or emergency-based reimbursement requests shall be submitted to the Site Administrator using the Travel Expense Reimbursement form.

The staff shall be reimbursed for making purchases of food/drink to deescalate a supported individual or supported individuals during an outing.

**Section 4.**

The reimbursement check will be available no later than twenty (20) working days from the date that proper and complete documentation.

REV: 2015

**ARTICLE 52 - MOVING ALLOWANCE & REIMBURSEMENT OF HOUSEHUNTING COSTS**

Employees transferred to a new official station of the SACU at the order of the SACU (not volunteers) shall be reimbursed as follows:

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 53 – SAFETY AND HEALTH**

**Section 1.**

The Employer agrees to provide a safe and healthy work environment insofar as practicable.

**Section 2.**

Proper safety devices and clothing shall be provided by the SACU for all employees engaged in work where such devices are necessary.

**Section 3.**

If an employee claims that an assigned job or assigned equipment is unsafe or might unduly endanger their health and, for that reason refuses to do that job or use the equipment, the employee shall immediately give the reasons for this conclusion to their supervisor, in writing, and may exercise their right to request review and/or determination by the ODHS Occupational, Health and Safety Specialist or the designee, or a representative of the appropriate governmental agency (such as OSHA, Fire Marshal, Joint Safety Committee) as to the safety of the job in question. The

supervisor may agree or choose to make the request. A Union Steward may decline to accompany the Agency or governmental representative and employee during this review and/or determination.

#### **Section 4.**

Pending review and/or determination provided for in the above Section, the employee shall be given suitable work elsewhere. If no suitable work is available, the employee shall be sent home.

#### **Section 5.**

Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger their health, shall not be paid by the SACU unless the employee's claim is upheld.

#### **Section 6.**

The Union shall have the opportunity to present information and participate in discussions with the SACU's Safety Committee meeting. The Union will be notified before the scheduled meeting.

#### **Section 7.**

SACU will continue to provide existing accommodations to permit ill or injured employees to lie down until disposition of need.

#### **Section 8. Respectful Workplace**

1. The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).
2. If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled 'Maintaining a Professional Workplace' (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency's Human Resources Office.
3. The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this section.
4. The Agency shall investigate the complaint and shall provide a written response to the employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency and the Union may mutually agree on additional time needed to complete the investigation. The Agency will notify the Union and employee filing the complaint of the specific reason(s) for the additional time needed. The response will include whether the complaint was substantiated and any relevant non confidential information pertaining to the remedial steps taken, if any. Repeated behavior or conduct shall be reported to the Agency Human Resource Office.
5. For purposes of this section, the grievance procedure in subsection f replaces the grievance procedure outlined in the local agreement.
6.
  - a. If the employee who filed the complaint believes that the Agency did not respond to the complaint or the complaint process was not followed, the Union, on behalf of the employee, may file a grievance directly with the Agency Head. The Agency Head or designee shall respond to the grievance within thirty (30) calendar days from the date of receipt of the grievance.
  - b. If the employee continues to believe the Agency did not respond to the complaint or did not follow the complaint process, the Union, on behalf of the employee may, within fifteen (15) calendar days of the Agency Head or designee's response, file the grievance with the Department of Administrative Services Labor Relations Unit. The grievance will be investigated and a response provided within thirty (30) calendar days from the date the grievance was appealed to the Department of Administrative Services.
  - c. If the Department of Administrative Services Labor Relations Unit's response did not respond to the complaint or did not address whether the complaint process was followed, the Union may, file for arbitration in accordance with the Grievance Procedure article.
  - d. The arbitrator shall not have authority to impose any employment actions, including but not limited to discipline on any employee, supervisor or manager, transfer of any employee, supervisor or manager, reassign an employee, supervisor or manager to another work location or duties or otherwise affect staffing. In addition, the arbitrator shall not have authority to impose or establish any monetary penalties or costs, award front or back pay, issue any monetary damages for pain and suffering or stress related claims.



7. No employee shall be subject to retaliation for reporting or filing a complaint, providing a statement or otherwise participating in the administration of the statewide policy or grievance process outlined in this section. Reports of retaliation shall be reported to the Agency Human Resources Office.  
(See LOA: [Safety and Health](#))

REV: 2015, 2017,2019,2023

## **ARTICLE 54 - HAZARD EXPOSURE**

### **Section 1. Immunization and Testing.**

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

### **Section 2. Medical Monitoring.**

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

REV: 2015

## **ARTICLE 55 - TRAINING AND EDUCATION**

### **Section 1.**

The SACU will pay incurred tuition/registration and allowable travel expenses and salary when the SACU directs an employee to attend training. Subject to funding and staffing needs, employees may request SACU-sponsored training and will be considered based on job relatedness with the employee's current position. All relevant job training and education opportunity information will be listed in the State's Learning Management System for all employees to have access to review and/or register. Employees must have prior approval from their immediate supervisor before registering and/or participating in any training. Employees who have been denied any training shall receive a verbal or written explanation from their immediate supervisor.

### **Section 2.**

Subject to SACU operating requirements, employees may be granted time off with pay to take job related education courses or training sessions.

### **Section 3.**

The SACU will consider the Union education committee's written input on the development of new inservice training programs. The committee may, upon request, review and obtain appropriate training materials and information.

This may include Union sponsored Safety and Health Trainings in collaboration with SACU management or ODHS Occupational, Health, Safety and Emergency Services.

### **Section 4.**

Employees shall be responsible for all costs for courses necessary for maintenance of professional licenses and certificates unless management agrees the course(s) is pertinent to the employee's job assignment.

### **Section 5.**

All employees shall receive a minimum of twelve (12) hours of training annually.

### **Section 6.**

All employees shall have the equal opportunity to apply for and be considered for training programs regardless of current classification. Participation shall be based on 1) relevance to current job duties, 2) relevance to promotional opportunity, 3) staffing/budget needs and FLSA liability.

REV: 2015,2019

## **ARTICLE 56 - MEDICINE AND TREATMENT DUTIES**

Prior to any administration of medications or application of treatments each employee shall receive training on proper administration and treatment techniques as well as documentation requirements.

## **ARTICLE 57 - NEGOTIATIONS**

The Employer agrees to release up to five (5) employees with the Employer paying for the release provided there are not more than two (2) employees from the same address, for attendance at negotiating sessions during the period of negotiations. Negotiations shall be conducted during normal working hours unless otherwise agreed upon. The employee must give prior notice to the supervisor and attendance records will be mutually maintained by management and AFSCME negotiators. The Employer will not incur an overtime obligation as a result of employees participating in negotiations, nor will an employee receive compensation for attending negotiating sessions scheduled during that person's normal days off. While not obliged to do so, an employee may request to have their shift preadjusted so that their shift or portion of shift may be more compatible with prescheduled negotiation hours.

The Union will notify DAS Labor Relations Unit of its intention to reopen negotiations for a successor agreement and negotiations to begin in January every odd year as per agreement at the AFSCME Central Table.

REV: 2019

## **ARTICLE 58 - LEGISLATIVE ACTION**

### **Section 1.**

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

### **Section 2.**

Upon signing this Agreement, both parties shall promptly submit, and jointly recommend to the Legislative Assembly or the Emergency Board, the passage of the funding necessary to implement

### **Section 3.**

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Section, then the Employer and the Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided by [Article 59. Savings.](#)

### **Section 4.**

Nothing in this provision shall be construed as to require the Governor to call a special session of the legislature.

## **ARTICLE 59 - SAVINGS**

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 shall remain in effect. The Employer and the Union agree to immediately meet, negotiate, and agreed 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.

## **ARTICLE 60 - TERM OF AGREEMENT**

### **Section 1.**

Unless otherwise noted in a specific article in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2025. The Union shall send a letter informing the Department of Administrative Services Labor Relations and the affected Agency of the specific ratification date of the tentative agreement. If the Union does not send the letter identifying the date of the ratification vote, the Employer will use the effective date of the agreement as being the first of the month following the date of signature.

## **Section 2.**

Either party may open negotiations for a successor agreement by giving written notice to the other party between the dates of December 1, 2024 and December 31, 2024. Negotiations for a successor agreement will start between February 15, 2025 and March 15, 2025.

*REV: 2015, 2017, 2019, 2021,2023*

## **ARTICLE 61 - 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.**

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

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

1. The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
  2. The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
  3. The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.
- b. If denied, the Union may appeal the Agency's decision in writing to the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two resource persons, one 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 alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and Labor Relations Unit shall be notified. If the parties concur that shall end the allocation appeal. In the event the committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation.

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

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

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

## **ARTICLE 62 – CONTRACTING OUT**

### **Section 1.**

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

Feasibility studies will not be required when: (1) an emergency situation exists as defined in ORS 279.010(1)(f), and (2) either the work in question cannot be done by available bargaining unit employees or necessary equipment is not readily available.

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

### **Section 2.**

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

### **Section 3.**

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

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

### **Section 4.**

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

- a. Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to [Article 47](#), 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 30, Filling of Vacancies](#), this Article shall prevail.
- c. An employee may exercise all applicable rights under [Article 47, Layoff](#).

### **Section 5.**

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

- a. The Employer agrees that all AFSCME represented state agencies will conduct a feasibility study in instances of contracting out work performed by bargaining unit employees when contracting out will result in displacement of bargaining unit employees.
- b. The Parties agree that AFSCME-represented agencies will send directly to AFSCME's Executive Director and to DAS HRSD Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

**Section 6. Review of Contracted Work**

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

*REV: 2021*

**ARTICLE 63 – VOLUNTARY MEDICAL SEPARATION**

**Section 1.**

A regular status employee with a serious health condition who has exhausted all of their own accrued paid leave balances may submit a written request to the Agency for a 'voluntary medical separation'. A voluntary medical separation is a voluntary resignation for medical reasons. The employee shall attach a doctor's certification to the request attesting to the employee's serious health condition.

**Section 2.**

If, based on the doctor's certification, the employee has a serious health condition, the Agency will approve the employee's written request for voluntary medical separation so long as the employee is not under investigation for any performance and/or misconduct.

**Section 3.**

An employee who receives a voluntary medical separation will be notified that they will be placed on the Agency's Layoff List and may be eligible for recall provided all of the following conditions are met:

- a. The employee will be placed on the Agency's Layoff List in order of seniority but not eligible for recall until the employee becomes fit for duty. To be fit for recall the employee must submit a doctor's certification that they are fit to return to work full-time without restrictions.
- b. The position the employee may be recalled back to is in the same classification they occupied before their voluntary resignation;
- c. The employee must meet the minimum qualifications and special qualifications for the recalled position;
- d. The employee will be eligible for recall only in their former bargaining unit and former work location (city/county);
- e. The employee will be eligible for recall to a position when there is a vacant position the Agency intends to fill;
- f. The employee's name shall remain on the Agency Layoff List for two (2) years from the date of voluntary resignation, and,
- g. If the employee rejects a recall offer for their former work location, the employee's name will be removed from the list.

*NEW: 2019*

**ARTICLE 64 – EXIT INTERVIEWS**

- A. If a regular status employee provides timely notice that they are voluntarily separating from Agency service, the Agency will offer an exit interview that focuses on the reason(s) for the employee leaving Agency service and what changes they recommend to the Agency to improve Agency operations, or,
- B. A Department of Administrative Services written instrument.
- C. Upon request, but no more than two (2) times a year, the Union can receive a report of the Department of Administrative Services written instrument results from employee feedback on their Agency experience.

*NEW: 2019*

**ARTICLE 65 – CRITICAL INCIDENT LEAVE**

Employees who have been directly involved in a traumatic incident of on-duty violence where emergency medical services were involved, and the employee themselves were not physically injured may make a request to the

manager to be relieved for the remainder of their shift, which shall be on paid time. Directly involved means physically attacked or physically intervening in an attack to self or others; or a staff member responding to the incident.

In addition, employees may request up to three (3) days of leave to assist in their recovery. Such leave shall be charged against any accumulated time the employee has earned or leave without pay. The employee may decide the type of accumulated time against which this leave shall be charged.

## **ARTICLE 66 – FLOAT POOL**

### **Section 1. Schedules.**

- a. Float Pool (FP) staff schedules shall consist of eight (8) hour shifts unless mutually agreed upon with management to work other shifts (i.e., sixteen (16) hours, thirteen (13) hour; twenty (20) minutes, four/ten (4/10) hour days, etc.). Schedules will be set for periods of thirty (30) days at a time, location of shift will be portable. Employees will be notified of a shift change ten (10) days in advance when possible but in no instances shall employees be given less than a seven (7) day notice unless mutually agreed upon.
- b. All designated FP shifts will be rebalanced for periods beginning February 1<sup>st</sup> and August 1<sup>st</sup> of each year. All FP staff will be offered designated shifts based on seniority and island assignment. Standard pre-notice timelines will be followed for the process of assignment of these shifts.

### **Section 2. Differential Pay**

Float Pool Staff shall receive a ten percent (10%) differential above their base pay for the duration of the assignment. Such assignment will be reflected in the employee's official position description.

### **Section 3. Portability.**

Float Pool Staff will be considered for portability first even if they are working an overtime shift.

### **Section 4. Volunteering to Work Overtime.**

Float Pool Staff shall have the opportunity to volunteer to work any "in-house" scheduled or unscheduled overtime opportunities if they are currently assigned to the house at the time of the overtime opportunity is announced.

### **Section 5. Requesting Time Off**

- a. Pre-determined Time Off for Float Pool Staff is awarded within the assigned island Float Pool.
- b. Non Pre-determined Time Off for Float Pool Staff is awarded within the house they are currently assigned to.

### **Section 6. Bidding for Vacant Positions**

Float Pool Staff interested in a lateral transfer into a current posted vacancy will submit the transfer request in writing through the State E-Recruit System and must be received by the closing date and time as stated in the posting. Employees must qualify for the vacant position they are applying for. A bid for a lateral transfer must be rescinded in writing prior to the close of the posting if the employee doesn't want to be considered for the bid. Once awarded, the position must be accepted. Positions will be awarded in the order under Article 40 – Voluntary Transfers within Class and Demotions, Section 2 – Procedure, Lateral Class Transfers.

*NEW: 2021,2023*

## **ARTICLE 67 - WORKING REMOTELY**

### **Section 1.**

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

### **Section 2.**

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

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

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

requests remote work for a particular period of time and all requests cannot be accommodated, the remote work opportunities will be evenly distributed or rotated.

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

If an employee's request to work remotely is denied or rescinded, the supervisor must provide a written response within ten (10) calendar days to the employee documenting the reason(s) for the denial or rescission. Rescissions of remote work by the employer may be made with at least ten (10) calendar days advance notice. The Agency or the employee may terminate individual agreements, in whole or in part, upon at least ten (10) calendar days notice. The Employer will provide a minimum of thirty (30) calendar days' advance notice if they are rescinding a remote work agreement for an employee who lives seventy-five (75) miles or more from their previously assigned worksite. Employees who have either rescinded their remote work or had their remote work rescinded by the employer shall be eligible to be considered for remote work in the future. Employees who rescind their remote work agreement, in whole or in part, shall be guaranteed a workspace at an Employer facility.

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

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

#### **Section 6.**

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

#### **Section 7. Equipment.**

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

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

#### **Section 8. Remote Work Supplies.**

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

#### **Section 9. Remote Worksite.**

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

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

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

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

The employee's central worksite will be assigned by the agency. In addition, employees may be required to report to Agency or non-Agency locations for purposes such as meetings, training sessions and policy/practice coverage. Business visits, meetings with Agency customers or meetings with co-workers shall not be held at the remote worksite unless approved by the employee's supervisor. Mileage will be paid in accordance with the DAS OAM Travel Policy. Travel time will be compensated in accordance with the Fair Labor and Standards Act (FLSA). Effective September 1, 2023, employees will no longer be reimbursed for travel expenses between the alternate workplace and the central workplace, regardless of their remote work status. This change is not intended to impact employees otherwise entitled to travel expenses per the Oregon Accounting Manual and/or DAS Policy Working Remotely 50-050-01.

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

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

**Section 12. Training.**

Appropriate training will be provided for participating managers and employees.

**Section 13. Other Provisions.**

These provisions are applicable to all Sections listed above.

- A. Call back and overtime will be handled as outlined in the applicable provisions of this collective bargaining agreement.
- B. Since supervisors must continue to be in a position to evaluate employee performance, certify the accuracy of time sheets and attendance records, and perform a variety of other supervisory responsibilities, employees should anticipate that, in addition to being supervised pursuant to normal office procedures, there will also be the possibility that they will receive telephone calls at the phone number employees have designated in their remote work arrangement.
- C. In the event of a work stoppage, remote work arrangements utilized by represented employees shall be suspended.
- D. Members have the right to Union representation as enumerated in this collective bargaining agreement or as guaranteed by the law.
- E. The Agency or the Union may initiate discussions with the other party to develop working groups to consider options relating to remote work.
- F. The Agency shall not compel an employee to work remotely. Employees who choose to work in office shall be guaranteed a workspace at an Employer facility.

NEW: 2021 REV: 2023

**ARTICLE 68 – AIR QUALITY**

**Section 1.**

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

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

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

**Section 3.**

When elevated AQI levels require a building closure or delayed opening, the Inclement Conditions/Hazardous Condition Leave will apply. All other provision of [Article 37—Inclement Weather/Hazardous Conditions](#) apply for elevated AQI which falls under a Hazardous Condition.

NEW: 2021

**ARTICLE 69 - PAID LEAVE OREGON**

Paid Leave Oregon is administered by the Oregon Employment Department. The State of Oregon, as an employer, shall comply with the provisions of Paid Leave Oregon, as provided for in the DAS statewide Paid Leave Oregon Policy (60.000.04), including but not limited to the following section on Use of Paid Leave:

**Section 1.**

Employees may choose and will be allowed to use sick, vacation, or personal business leave to make up any difference between Paid Leave Oregon benefits and their average weekly wage, as determined by the Oregon Employment Department. An employee receiving Paid Leave Oregon benefits and who is protected by Family and Medical Leave or Oregon Family Leave (FMLA/OFLA) will use accrued leave in accordance with any existing contract language relating to FMLA/OFLA.

NEW: 2023

////////////////////



## **NEW LETTER OF AGREEMENT – ARTICLE 17 - SALARY AND BENEFIT REPORT**

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

DAS Classification and Compensation will provide a draft Salary and Benefit report to AFSCME no later than December 31 of even numbered years. AFSCME will have 14 calendar days to review and comment on the draft report. DAS Classification and Compensation will provide the final report to AFSCME no later than January 31.

DAS Classification and Compensation is committed to providing the Union with a training on the State's salary selective process.

This Letter of Agreement will sunset on June 30, 2025, unless extended by mutual agreement.

## **LETTER OF AGREEMENT – ARTICLE 17 - SALARY RANGE TRUNCATION**

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), on behalf of the Agencies covered by this Agreement (Agency) and the AFSCME Council 75 (Union).

1. Effective April 1, 2024, the following classifications in salary range 21 and below will be truncated by removing the first two steps in each salary range:

<b>Classification Title</b>	<b>Class #</b>	<b>SR #</b>
Accounting Technician	0212	19
Administrative Specialist 1	0107	17
Administrative Specialist 2	0108	20
Automotive Technician 1	4418	19
Behavior/Vocational Specialist 1	6296	20
Cartographer 1	3116	13
Cartographer 2	3117	17
Cartographer 3	3118	19
Compliance Specialist 1	5246	21
Cook	9117	17
Criminal Justice/Emergency Communications Specialist	1461	20
Custodial Services Coordinator	4103	13
Custodian	4101	10
Data Entry Operator	0501	9
Data Entry Operator	0501	11
Electronic Publishing Design Specialist 1	2510	17
Environmental Specialist 1	3820	20
Equipment Operator	4422	21
Executive Support Specialist 1	0118	17
Executive Support Specialist 2	0119	20
Facility Energy Technician 1	4032	18
Facility Maintenance Specialist	4012	18
Fingerprint Technician	3786	17
Force Protection Leader	5521	20
Force Protection Officer	5519	18
Forensic Laboratory Support Specialist	0803	16
Forest Officer Entry	8256	19
General Maintenance Mechanic	4409	21
Grounds Maintenance Worker 1	4109	14
Grounds Maintenance Worker 2	4110	17
Habilitative Training Technician 1	6725	14
Heavy Equipment Technician Entry	4436	19
Information Systems Specialist 1	1481	17
Information Systems Specialist 2	1482	21
Investigator 1	5231	19
Investigator 2	5232	21
Laboratory Technician 1	6810	13
Laboratory Technician 2	6811	18
Laborer/Student Worker	4116	12

Legal Secretary	0110	18
Mail Services Assistant	0405	10
Medical Laboratory Technician 1	6820	18
Medical Laboratory Technician 2	6821	20
Medical Transcriptionist	0011	15
Natural Resource Specialist 1	8501	21
Office Assistant 1	0101	8
Office Assistant 2	0102	10
Office Coordinator	0801	15
Office Specialist 1	0103	13C
Office Specialist 2	0104	15C
Park Ranger Assistant	8433	12
Parts Specialist 1	0782	15
Parts Specialist 2	0783	20
Payroll Analyst	0214	21
Physical/Electronic Security Technician	4037	17
Physical/Electronic Security Technician 2	4038	21
Procurement And Contract Assistant	0435	19
Public Service Representative 1	0321	9
Public Service Representative 2	0322	13C
Public Service Representative 3	0323	15
Public Service Representative 3	0323	15V
Public Service Representative 4	0324	20
Research Analyst 1	1115	19
Revenue Agent 1	5110	17
Revenue Agent 2	5111	19
Scientific Instrument Technician	4339	21
Student Professional/Technical Worker	0150	11
Supply Specialist 1	0758	14
Supply Specialist 2	0759	20
Teaching Assistant	2302	13
Transportation Maintenance Specialist 1	4151	17
Transportation Maintenance Specialist 2	4152	19
Vehicle Emission Technician 1	3807	16
Vehicle Emission Technician 2	3808	18
Welder 1	4020	20
Wildland Fire Suppression Specialist	8255	17
Wildland Fire Suppression Specialist Entry	8254	13
Word Processing Technician 1	0530	11
Word Processing Technician 2	0531	13
Word Processing Technician 3	0532	15

- Effective April 1, 2024, salary range 7 will be removed from the Compensation Plan. The following classification in that range will be moved to the truncated salary range 8 and the affected employees will be placed on the first step of the truncated salary range 8:

**Classification Title**  
Student Office Worker

**Class #** **SR#**  
0100 07

3. Effective April 1, 2024, the following classifications in salary range 21 and below will be truncated by removing the first three steps in each salary range:

<b>Classification Title</b>	<b>Class #</b>	<b>SR#</b>
Direct Support Crisis Specialist	6705	19
Group Life Coordinator 1	6750	16
Group Life Coordinator 2	6751	20
Health Crisis Technician	6726	18
Health Services Technician	6138	17
Licensed Practical Nurse	6135	18
Manual Arts Instructor	2304	19
Mental Health Therapy Technician	6710	16S
Resident Support Specialist	6301	20

Effective April 1, 2025, the classifications listed above shall have an additional step removed from the truncated range.

4. Effective April 1, 2024, the following classifications will be truncated by removing the first step in each salary range:

<b>Classification Title</b>	<b>Class #</b>	<b>SR#</b>
Behavior Professional	6302	26
Behavioral Health Specialist 2	6534	27
Dentist	7510	47S
Group Life Coordinator 3	6752	22
Psychiatric Social Worker	6720	28
Respiratory Care Practitioner	6550	26

Effective April 1, 2025, the classifications listed above shall have an additional step removed from the truncated range.

5. For each effective date listed in Sections 1-4, employees whose current rate is below the first step of the new truncated salary range shall be moved to the first step of the truncated range and shall remain there until their next salary eligibility date. Employees will maintain their current salary eligibility date.

Employees whose current rate is within the new truncated salary range shall remain at their current rate in the truncated range and shall remain there until their next salary eligibility date. Employees will maintain their current salary eligibility date.

## **LETTER OF AGREEMENT – ARTICLE 17 – ONE-TIME PAYMENT COLA**

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), and the AFSCME Local 75 (Union).

In recognition of the high rate of inflation, the parties agree to the following:

All employees as of July 1, 2023, that are still employed as of August 24, 2023 and also returning seasonals who return between July 2, 2023 and August 24, 2023, will receive a one-time one-thousand five hundred dollar (\$1500) cost of living payment with their September 1, 2023 paycheck.

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

This Letter of Agreement will sunset on June 30, 2025.

## **LETTER OF AGREEMENT – ARTICLE 21 - PEBB MEMBER ADVISORY COMMITTEE**

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

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

Therefore, the Parties agree to the following:

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

This Agreement will sunset on June 30, 2025.

## **LETTER OF AGREEMENT – ARTICLE 22 – DIFFERENTIALS (MANDATED OVERTIME)**

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Oregon Department of Human Services (ODHS), Stabilization and Crisis Unit (SACU) \*Agency) and AFSCME Council 75 (Union).

The purpose of this Agreement is to address concerns regarding employees being mandated to work overtime more than twice in a work week.

The Parties agree to the following:

1. When an employee is mandated to work overtime on a third (3<sup>rd</sup>) calendar day within their regular scheduled work week, they shall be eligible to receive a ten percent (10%) differential of base pay per hour for all hours worked in that third (3<sup>rd</sup>) mandated shift provided the third (3<sup>rd</sup>) mandate exceeds two (2) hours.
2. This mandate differential shall apply to any mandated shifts within their regular scheduled work week beyond the third (3<sup>rd</sup>) mandate.
3. To be eligible for the mandate differential, employees shall have worked a minimum of four (4) hours or more for the first two (2) mandated shifts in that work week.

This Agreement shall expire June 30, 2025.

**LETTER OF AGREEMENT – ARTICLE 22 DIFFERENTIALS (TEMPORARY VOLUNTARY OVERTIME INCENTIVE PAY)**

This Letter of Agreement is entered into between the Department of Administrative Services (hereinafter the “Employer”), on behalf of the Oregon Department of Human Services (ODHS), Stabilization and Crisis Unit (SACU) (Agency) and AFSCME Council 75 (Union).

The purpose of this Agreement is to address the unique circumstances the Stabilization and Crisis Unit (SACU) is facing in regards to critical staffing needs due to position vacancies.

A temporary voluntary incentive pay differential will be established to recognize employees who are mandated or volunteer to cover all direct care overtime assignments due to staffing needs at the SACU houses.

Qualified SACU employees when providing direct resident care to meet staffing levels shall be eligible for the differential pay provided they signed up and worked the shift(s). Management will determine appropriate safe staffing levels at the houses.

If the weekly actual vacancy rate for DSCS and HCT classifications is ten and five tenths percent (10.5%) or above for any given workweek, the following will apply for that work week. Actual vacancy rate means vacant budgeted positions that SACU has authority to fill. Vacancy rates will be pulled at the start of each workweek. Employees at SACU shall be notified of the vacancy rate at the start of each workweek.

The Parties agree to the following:

1. Employees who sign up for a Scheduled Overtime shift as defined in Article 29, Section 6.A., shall receive eighteen dollars (\$18.00) per hour for each hour or major portion thereof (thirty (30) minutes or more) of actual hours worked on that shift.
2. Employees who sign up for Emergency Scheduled Overtime (ESOT) shift as defined in LOA Article 29 – Overtime Section 9, Scheduled Overtime #3, or Extreme Emergency Overtime (EEOT) shift as defined in LOA Article 29 – Overtime Section 9, Scheduled Overtime #4, shall receive twelve dollars (\$12.00) per hour for each hour or major portion thereof (thirty (30) minutes or more) of actual hours worked on that shift.
3. Employees who accept an Unscheduled Overtime shift as defined in Article 29, Section 6.B., shall receive ten dollars (\$10.00) per hour for each hour or major portion thereof (thirty (30) minutes or more) of actual hours worked on that shift.
4. Employees who are Mandated to work overtime defined in Article 29, Section 6.C., shall receive ten dollars (\$10.00) per hour for each hour or major portion thereof (thirty (30) minutes or more) of actual hours worked on that shift.

Each differential (as applicable above) will be paid in addition to the employee's regular salary, other differential(s), overtime and other compensation owed for which the worker is eligible.

The Parties agree that this is a trial pilot and parties will discuss utilization and benefit of the LOA at the Labor/Management Committee Meeting.

This Letter of Agreement will be effective September 1, 2023 through June 30, 2025.



## **LETTER OF AGREEMENT - ARTICLE 28 - WORK WEEK AND WORK SCHEDULING (Porting Workgroup)**

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Oregon Department of Human Services (ODHS), Stabilization and Crisis Unit (SACU) (Agency) and AFSCME Council 75 (Union).

The purpose of this Agreement is to have a joint labor management workgroup to address root cause porting issues in certain homes.

The Parties agree to the following:

1. The Union and SACU will participate in a monthly joint labor management workgroup. The workgroup will meet monthly for three (3) consecutive months. The workgroup will be an open space to discuss and brainstorm solutions around ongoing root cause issues in homes with extensive porting. The workgroup will consist of five (5) management representatives and five (5) labor representatives on paid time. At least two (2) representatives on the labor side and on the management side shall have at least fifteen (15) years of experience at the SACU.
2. The workgroup will identify the houses that have extensive porting issues.
3. The workgroup will discuss solutions and possible improvements to the porting process including, but not limited to, notification to employees health and safety considerations and the ability to bring forward porting concerns.
4. The workgroup will provide recommendations for possible improvements at end of the three (3) months to the Labor Management Committee for consideration.

This Letter of Agreement shall expire on June 30, 2024, or extended by mutual agreement by both Parties.

## **LETTER OF AGREEMENT - ARTICLE 29 – OVERTIME SECTION 9**

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Oregon Department of Human Services (ODHS), Stabilization and Crisis Unit (SACU) (Agency) and Oregon AFSCME Council 75 (Union).

The purpose of this agreement is to provide clarification to Article 29 – Overtime, Section 6, of the Collective Bargaining Agreement for employees.

The Parties agree to the following clarification:

1. Any trained and qualified employee may volunteer for both scheduled and unscheduled overtime and shall be placed on the appropriate overtime lists.

### **Scheduled Overtime:**

1. When management is notified of an extended absence, any date beyond seven (7) days will be covered by scheduled overtime and the needed overtime will be posted agency wide and in the house using the designated scheduled overtime sign up SACU form.
2. The scheduled overtimes shall be posted for seven (7) days with a start and end date/time.
3. In order to avoid mandated overtime, if an overtime is necessary with less than seven (7) days' notice, Emergency Scheduled Overtime (ESOT) will be posted for no less than seventy-two (72) hours agency-wide and in-house.
4. When there is Extreme Emergency Overtime need between twenty-four (24) and seventy-two (72) hours away, the manager may post the need in an all staff email. This email will state the date and time that the overtime(s) will be awarded. The manager will also ensure that the emergency overtime is posted in the house. The manager will need to send an email to the Area Manager and SACU Exec Team to explain the need for the emergency overtime.
5. Overtime needs under twenty-four (24) hours will follow the Unscheduled Overtime guidelines.
6. The Agency shall not abuse its right to utilize emergency schedule overtime assignments within the seven (7) day limit.
7. Process for Assigning Scheduled Overtime (including Emergency):
  - a. Gather the names of all employees who signed up for a given shift and clarify classification, worksite, etc.
  - b. Compare sign up requests to the appropriate Scheduled Overtime Tracking Tool for each overtime need.
  - c. The overtime need is assigned to the employee with the oldest awarded date (following assignment order in #8 below).
  - d. Awarded bids are posted in the house and through an all-staff email.
  - e. Management will keep the Scheduled Overtime Tracking Tool updated with awarded dates and cancellations with employee's input for accuracy.
  - f. If a scheduled overtime is cancelled for any reason, the date will be removed from the Scheduled Overtime Tracking Tool. Awarded overtime will continue as previously awarded.
8. The assignment of Scheduled Overtime will be granted in the following order:
  - a. In-House
  - b. In-Island
  - c. Out-of-Island
  - d. Different Classifications
  - e. 30-Day Hold
9. If a staff is awarded scheduled overtime in multiple houses, it is their responsibility to immediately notify the manager at the other houses of the conflict. Staff will take the first awarded overtime they are offered.

### **Unscheduled Overtime:**

1. Each employee who wishes to be on a house's unscheduled overtime list will submit and maintain an Unscheduled Overtime Waiver.

2. The overtime shall be granted to the first employee who is able to fulfill the complete overtime need before giving partial shifts.
3. All new and transfer employees, upon completion of their core competencies, are eligible for overtime and their name will be placed on the bottom of the list.
4. After accepting an overtime assignment, if the employee fails to fulfill their overtime obligation, their name will move to the bottom of all overtime lists for a period of thirty (30) days by management, unless management agrees extenuating circumstances are found to exist.
5. Awarding of unscheduled overtime is done as follows:
  - a. SACU Employee On-Duty / In-House: In house volunteers who are working their regularly scheduled shift immediately prior to the overtime hours to be worked (including vacation relief and float pool employees) are sought first for the overtime.
  - b. SACU Employee Off-Duty / In-House: If there are no 'On-Duty / In-House' SACU Employee volunteers, Unscheduled Overtime will next be offered to Off-Duty/In House following the In-House Unscheduled Overtime List. Offer Overtime in the order listed (skip SACU Employee on 30-day hold).
  - c. SACU Employee In-Island: Offer Overtime to SACU Employee from the In-Island Unscheduled Overtime List in the order listed.
  - d. SACU Employee Out-of-Island: Offer Overtime to SACU Employee from the Out-of-Island Unscheduled Overtime list in the order listed.
  - e. Other Classifications: Offer to any SACU Employee in other classifications from the Other Classifications Unscheduled Overtime List in the order listed
  - f. SACU Employee on 30-day hold: Offer to SACU Employee that are on a 30-day hold, in the order listed

**Mandatory Overtime Assignments:**

1. Float pool staff who are mandated will have that date entered on the appropriate tracking tool(s) and be recognized across the island.
2. Management will make a good faith effort to avoid requiring an employee to work a mandatory overtime on a consecutive day after working overtime the previous day, or two (2) consecutive mandates. Examples may include, but not limited to, mandating the next person in order; the person skipped would still be up first next time.
3. If an emergency including limited staffing prevents management from granting a one (1) hour break, such time shall be accrued comp time straight.
4. When multiple mandates occur within a house on a shift, if relief for such mandate is available, the employee with the most recent mandated shift will go home first.
5. Dates and times of mandates shall be recorded to determine who can be relieved first or who will be next to be mandated.
6. If an employee is working an unscheduled or scheduled overtime, they are not eligible to be mandated after working the overtime.
7. An employee who transfers from another house carries their last mandate date with them.
8. Mandates take priority over scheduled overtime. For example, if an employee has a scheduled overtime at another house, but is next to be mandated at their own house, the mandate would take precedence.

**Porting Mandated Staff:**

1. An "emergency" is defined as no house in the island has a staff who can fulfill the assignment on their regularly scheduled shift. If such emergency occurs the affected employee will earn the portability differential and the use of a state vehicle as described in Article 28, Section 10 - Portability. The Agency shall not abuse its right to port mandated staff. Management will send an email to the Area Manager and SACU Exec Team to explain the need for porting the mandated staff. This data will be shared at the Labor Management Committee Meetings.

This Letter of Agreement/Clarification shall expire June 30, 2025, unless extended by mutual agreement by both Parties.

## **LETTER OF AGREEMENT – ARTICLE 29 – OVERTIME – WORKING PAST 17 HOURS**

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Oregon Department of Human Services (ODHS), Stabilization and Crisis Unit (SACU) (Agency) and AFSCME Council 75 (Union).

The purpose of this Agreement is to review and address concerns when employees are working past seventeen (17) hours.

The Parties agree to the following:

1. SACU will pull a quarterly report for code CTY and discuss at the monthly Labor Management Committee Meetings.

This Letter of Agreement shall expire June 30, 2025, or extended by mutual agreement by both Parties.

## **LETTER OF AGREEMENT – ARTICLE 54 – HAZARD EXPOSURE**

This Letter of Agreement is entered into between the Department of Administrative Services (hereinafter the "Employer"), on behalf of the Oregon Department of Human Services (ODHS), Stabilization and Crisis Unit (SACU) (Agency) and AFSCME Council 75 (Union).

The parties agree to the following:

1. If an employee comes into work on their day off to a SACU sponsored testing event related to testing due to hazardous exposure, the employee will be paid a minimum of four (4) hours.

This letter of agreement shall expire June 30, 2025, or may be extended by mutual agreement.

## **LETTER OF AGREEMENT - ARTICLE 62 - CONTRACTING OUT - FEASIBILITY STUDY**

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

When the provisions of [Article 62](#), Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 2025.

## **LETTER OF AGREEMENT – JOB ROTATION / DEVELOPMENTAL OPPORTUNITIES**

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (LRU) on behalf of the Oregon Department of Human Services (ODHS), Stabilization and Crisis Unit (SACU) (Agency), and AFSCME Council 75 (Union).

The Parties agree to the following:

The Agency may provide competitive and/or employee-specific rotation/developmental opportunities by written agreement with employees who volunteer, who have the approval of their supervisor based on Agency operational needs. This decision cannot be grieved but upon the employees written request the decision will be reviewed by the Executive Leadership Team to review the manager's decision based on Agency operational needs. Such agreements shall state the duties, hours of work, and length of the assignment. Employees volunteering for these assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (AFSCME) status of their permanent position while on the assignment and return to their permanent positions on completion of the assignment. Employee participating in job rotation/developmental opportunity will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

Job rotation/development opportunities which are designated by management as competitive will be filled in a competitive manner. Recruitment notices for such opportunities will receive the widest reasonable distribution within the Agency. Recruitment notices for such opportunities will contain job description, basis qualifications, length of assignment and deadline to apply. Any employee who was interviewed may request and shall receive an explanation of the reasons they were not selected.

This Letter of Agreement will sunset on June 30, 2025, unless extended by mutual agreement by both Parties.

## **LETTER OF AGREEMENT – DIRECT SUPPORT PROFESSIONAL CERTIFICATION PAY**

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

The purpose of this Agreement is to establish direct care differentials so as to incentivize regular status staff to obtain additional training and education to enhance and improve work knowledge and skills to carry out assigned duties and responsibilities.

The Agency will inform new employees during new employee orientation and existing employees on a recurring basis of the career enhancement opportunities. Informing existing employees shall happen at least quarterly.

In order to complete the Elsevier accredited course hours and the E-Badge portion of the National Alliance for Direct Support Professionals (NADSP) Certification Process, employees must have experience working with supported individuals. Employees who do not have the necessary experience will be eligible to complete the training as described above, but will not meet the minimum qualifications in order to receive the NADSP Certification and therefore the associated pay.

1. Direct Care Professional Certification Pay: The parties agree to the following differentials under these conditions:
  - a. Direct Support Professional-Certified (DSP-1): If an employee completes fifty (50) credit hours and fifteen (15) E-Badges to obtain this level of competency and is an employee in good standing, the employee shall receive a three percent (3%) differential starting on the first of the month following the Agency's receipt of the certification. Good standing shall be defined as a regular status employee who has had no formal discipline issued in the past twelve (12) calendar months.
  - b. Direct Support Professional-Certified (DSP-2): If an employee completes one hundred (100) credit hours and thirty (30) E-Badges to obtain this level of competency and is an employee in good standing, the employee shall receive a five percent (5%) differential starting on the first of the month following the Agency's receipt of the certification. Employees eligible for this differential shall not receive the DSP-1 differential.
  - c. Direct Support Professional Specialist(DSP-3): If an employee completes one hundred (100) credit hours and fifty (50) E-Badges to obtain this level of competency, is an employee in good standing, and meets all qualifications for one of the following certificates (Mentoring and Supervision, Positive Behavior Supports, Inclusion or Health Support) the employee will receive a seven percent (7%) differential starting on the first of the month following the Agency's receipt of the certification. Employees eligible for this differential shall not receive the DSP-1 or DSP-2 differential.
2. NADSP Registration: In order for employees to become eligible to take Agency approved training leading to earning the differentials cited above, the Agency shall pay the required one time payment of fifty dollars (\$50) registration fee for employees who qualify for registration.
  - a. Employees that do not meet the criteria to become registered with NADSP as a result of a substantiated finding of neglect or abuse, can request the agency to jointly petition NADSP to review the circumstances of the substantiated finding and request an exception.
3. Certification Fees: The Agency shall pay the cost of the employee's certification fee for each level the employee obtains.
4. Paid Training Time to Obtain Certifications: The Agency shall provide up to seventy-five (75) hours of paid time towards each level to obtain the level of certification the employee is working on. Employees returning to work after their regular shift to work on their certification shall be paid at the straight time rate of pay and such time shall not be considered as 'time worked' for purposes of overtime calculation. The paid training time identified in this section shall be available to all employees in the identified classifications, not just those employees seeking certification. However, the identified certification pay (DSP-1, DSP-2, and DSP-3) shall only be available to those employees who received one of the identified certifications.
  - a. The parties agree to review the trainings required in order to proceed with the certification process. Upon mutual agreement, the parties will make adjustments to which trainings are required as part of the certification process.



5. The Employer will provide computers at the Central Office for employee use.
6. Continuing Education: In order to continue to receive differentials cited above, the employee shall be required to meet all continuing education requirements needed for the level of certification they have obtained. Employees will submit to the Agency written confirmation of completing required continuing education requirements. Employees not completing the annual continuing education requirement will not continue to receive the differential they are receiving. The Agency shall pay the cost of employee continuing education requirements.
7. Annual Training: The twelve (12) hours of annual training offered by the Agency each year may count toward the employee's continuing education requirement provided the licensing organization approves it.
8. When fifty percent (50%) of the represented employees employed during the 2021-2023 contract period, obtain certification at the DSP-1 level by December 31, 2022 (no less than 320 employees), either Party may request to reopen this LOA for negotiations.
9. Term of Agreement. This Agreement shall expire June 30, 2025 unless the parties agree to extend its provisions.

## **LETTER OF AGREEMENT – TRANSITION OF STAFF DUE TO WORKSITE CLOSURE**

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Oregon Department of Human Services (ODHS), Stabilization and Crisis Unit (SACU) (Agency), and AFSCME Council 75 (Union).

The purpose of this Agreement is to establish a process for the lateral transfer of staff in the event of a closure of the any Behavior or Medical Group Homes.

To best accomplish this goal, while maintaining a fair process for all SACU staff, the following shall occur:

1. In addition to being posted online, all open positions within SACU relative to this LOA shall be specifically identified and broadly announced no later than sixty (60) calendar days prior to the scheduled closure. The Agency will provide a reasonable amount of time to allow employees to seek out other opportunities within the SACU and ODHS.
2. For the purposes of position transfers only relative to this LOA, employees in Health Crisis Technician positions will be allowed to bid on DSCS positions as though they were a lateral transfer. Salary reductions as addressed in [Article 40](#), Section 1(d) shall not stop an employee from transferring.
3. Those employees from the closing worksite will have first (1<sup>st</sup>) bid along with the DSCS in-house staff on all open positions. A successful bid will be treated as a lateral transfer. These bids will be based on seniority only and take priority over all other employee bids from in-island or other SACU locations.
4. When an employee from the closing worksite is awarded a position relative to this LOA, future transfer bids will not be restricted for their first ninety (90) days in new position. At this point however, employees must bid for positions using the standard contractual process.
5. Once a position has been awarded, the Agency will make every reasonable effort to temporarily fill the position until the staff can be released from the closing house.
6. If employees within the closing worksite do not bid on any positions or are not awarded a position based on seniority, they shall be moved as an “administrative transfer” as described in [Article 41 – Involuntary Transfers](#), Section 4. Should this occur, every effort will be made to transfer the employee closest to their desired location, as position vacancies allow.
7. BVS 1s, BVS2s and LRCT from the closing house shall work with SACU Leadership in adjusting their assignments. If there are open positions in these classifications those open positions shall be offered by seniority.
8. Any pre-approved vacation or personal business request will be honored at the new worksite.

In the event of any Behavior or Medical Group Home closure(s), this Letter of Agreement shall be effective through the conclusion of the closure process and shall be used as the primary model for future group home closures.

This Letter of Agreement will sunset on June 30, 2025, unless extended by mutual agreement by both Parties.

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

1. **Notice**
  - a. The Employer shall provide the Union, in an editable digital file format, the following information for each employee quarterly:
    - i. Employee name; date of hire; EIN
    - ii. Contact information, including: cell, home and work telephone numbers (when available);
    - iii. Means of electronic communication, including work, personal electronic mail address;
    - iv. Home address or personal mailing address; and
    - v. Department/Agency/Office, Job Classification, Job Title, base salary, and work site location.
  - b. Each business day, the Employer shall provide a report of newly hired AFSCME represented workers as long as the new hire business process has been successfully completed in the business day prior.
  - c. The State CHRO information unit will provide AFSCME with a report of new, terminated, retired or transferring employees in AFSCME covered positions no later than the 10<sup>th</sup> of each month.
2. **New Employee Onboarding**
  - a. Within the first ten (10) calendar days from the date of hire, the Union representative shall be granted thirty (30) minutes of paid time to meet with the new employees without loss of pay. Designated representatives shall be given time off with pay to make the presentation. Employee attendance at the Uplift Oregon Benefits workshop does not prevent an employee from attending a union presentation at a union new employee orientation.
  - b. Employees within their first twelve (12) months of employment shall be allowed an additional one hundred and twenty (120) minutes of paid time to meet with a Union representative for follow-up orientation issues without loss of pay.
  - c. All AFSCME State agencies shall send their new employees to the Uplift Oregon Benefits workshop. AFSCME State agencies shall send their new employees to the training within fourteen (14) days of hire. The Union shall have time allotted during this training to share union information with AFSCME represented employees.
  - d. Meetings under this section may remain confidential.

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

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

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

In order to accomplish these goals, the Parties will:

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

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

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

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

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

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

The Parties agree to the following:

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

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

### **Pay and Benefits:**

- A. The Agency shall continue to pay salary and benefits which includes pension contribution, insurance and paid leave time consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist the specifics which will be noted in the employee's Contract Specialist agreement.
- B. Contract Specialists shall submit monthly timesheets recording a maximum of forty (40) hours of work each week. The timesheet shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.
- C. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the applicable local Agency Collective Bargaining Agreement.
- D. Where the Union has designated Contract Specialist, the Agency shall pay up to eighty-five thousand (\$85,000) a year for the Contract Specialist which includes pay and benefits. Any costs above eighty-five thousand (\$85,000) per year shall be paid by the Union by reimbursing the Agency using Agency established policies and procedures for reimbursement.
- E. The Agency shall not be liable for any overtime costs while the Contract Specialist is on assignment with the Union.

### **Travel and Reimbursements:**

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

### **Duties:**

- A. The Contract Specialist, DAS Labor Relations Unit and Agency Human Resources staff shall work cooperatively when performing the following duties:
  - a. Interpret and administer the local Agency Collective Bargaining Agreement.
  - b. Education on the local Agency Collective Bargaining Agreement.
  - c. Provide guidance in grievance and problem resolution.
  - d. Improve steward capacity.
  - e. Work toward consistent application of the local Agency Collective Bargaining Agreement.

- f. Provide guidance on developing and improving labor/management committees.
  - g. Participate in new employee orientation as provided for in the local Agency Collective Bargaining Agreement.
- B. If a DOJ attorney is appointed to serve as a Contract Specialist, the attorney shall stipulate in the signed agreement that they will not practice law as that term is used in law and Oregon State Bar rules, regulations, official opinions and decisions.
- C. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist.
- D. The Contract Specialist shall not be assigned duties that involve strike preparation, strike planning, strike coordination activities or interest arbitration preparation.

Dispute Resolution:

Notwithstanding any agreements that include grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Letter of Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there no resolution, the moving party may request arbitration. The Parties shall use the arbitration procedure outlined in the agreement where the employee is employed.

Indemnification:

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

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

Term of Agreement:

This Agreement becomes effective on the date of the last signature and ends on June 30, 2025 unless renewed by the Parties or the Parties agree to amend its provisions.

## **LETTER OF AGREEMENT – DIVERSITY, EQUITY AND INCLUSION**

The Stabilization and Crisis Unit recognizes that the Agency's greatest asset is the diversity of its workforce. We consider diversity to be broad and inclusive of race, ethnicity, gender, culture, age, ability, sexual orientation, gender identity, veteran status, and many others. As the demographics within Oregon continue to diversify, it is imperative that the Oregon Department of Human Services will need to evolve and innovate the way we recruit, retain, and provide developmental opportunities for our workforce. It is essential to become an "employer of choice" to attract and retain the top talent that can serve the increasingly diverse and complex needs of our public.

To meet these goals, the Parties agree:

- A. The Program shall put in a good faith effort to retain and promote employees, and hire and attract candidates from a diverse range of backgrounds.
- B. The Program shall invite and provide paid release time for employee to participate on hiring panels as stated in Article 42 – Promotions, Section 5.
- C. The Parties will participate in good faith engagement in SACU Diversity Awareness Initiative and other ODHS Diversity, Equity and Inclusion work groups addressing, promoting and/or implementing Agency-wide initiatives.

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

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

The Parties agree to the following:

When a situation exists that would otherwise close or curtail state offices, essential workers having to report to work, in-person, shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential.

The Essential Worker Inclement Weather/Hazardous Conditions Pay differential shall be three dollars (\$3.00) per hour for all hours worked on a designated closure or curtailment day, regardless of the starting or ending time.

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



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

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

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

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

1. An employee who, due to a natural disaster, has:
  - a. lost their home (primary residence);
  - b. lost use of their primary residence (deemed uninhabitable); or
  - c. lost access to their primary residence,

shall be eligible for a maximum of eighty (80) hours of paid administrative leave, prorated for part-time employees. This leave will be available for intermittent use.

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

This Letter of Agreement will sunset on June 30, 2025, unless extended by mutual agreement.

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

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

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

This Agreement becomes effective on the date of the last signature below and ends June 30, 2025.

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

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

The purpose of this Agreement is to follow up on recommendations from the 2021-2023 Childcare and Eldercare Committee and create a statewide joint labor-management committee tasked with conducting a feasibility analysis of a pilot program for on-site and centrally located childcare facilities and assess options for the creation of a childcare and eldercare fund. The committee shall produce a report that contains recommendations and any action items for the implementation of a pilot program and fund.

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

In January 2025, the committee shall prepare a report detailing recommendations for the Central Table 2025-2027 bargaining committee.

That State will assign staff to support and facilitate work of the committee. The committee shall be jointly led by the Employer and the Union.

The committee will convene no later than thirty (30) days after the effective date of the contract. The committee will complete their work by January 31, 2025.

## **LETTER OF AGREEMENT – PAY EQUITY**

This Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Agencies covered by this Agreement (Agency) and the AFSCME Council 75 (Union).

This Agreement applies to all of the Union's bargaining units inside of the executive branch of state government.

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 to have 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 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:
  - (a) Periodic statewide equal pay analysis (appeal process section 10)
  - (b) Employee request (appeal process section 9)
  - (c) Agency identified inequity (appeal process section 9)
2. Application to Returning Employees (including but not limited to reemployment and return from layoff): An Agency Head or designee may offer a higher step than prescribed in the applicable labor agreement when the Agency identifies a pay inequity between employees in the same classification who perform work of a comparable character.
3. If an Agency plans to grant an unscheduled salary step increase to an employee(s), the Agency shall first forward the recommendation to CHRO, Classification & 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 may 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. This includes employees who are appealing pay equity assessments conducted at the time of hire or internal movements (transfer, promotion, etc.) to new positions where pay equity assessments are performed. 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, the employee may request and obtain Union representation.
9. Appeal Procedure - Agency Level Pay Equity Decisions.
  - (a) If an employee wishes to appeal an Agency's pay equity decision as filed under Section 4 of this Agreement, the employee shall submit a completed Pay Equity Appeal Form to the Agency Head (or designee) within fifteen (15) days of receipt of the Agency's decision. The Agency shall respond to the appeal within thirty (30) days of receipt of the appeal. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.
  - (b) If the employee disagrees with the Agency's decision, the employee may submit a written appeal to the Department of Administrative Services Labor Relations Unit (LRU) within fifteen calendar days of receipt of the Agency's decision. The employee shall forward all written documents as part of the appeal. The employee shall identify factors, as outlined above, 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.
  - (c) 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.
  - (d) For purposes of this Agreement only, the appeal process in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.
  - (e) The Employer and Union 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 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) and the compensation of other employees performing work of a comparable character.
  - (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@das.Oregon.gov](mailto:CHRO.CNC@das.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, 2025.
  - (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, 2024. Employees who do not meet this eligibility requirements may pursue an appeal through Section 4 of this Agreement.
  - (f) Employees at the top step of the salary range assigned to their job classification on or before January 1, 2025, 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 applicable labor agreement covering the employee.
11. This Agreement becomes effective on the date of the last signature below and expires June 30, 2025.

## LETTER OF AGREEMENT—BI-WEEKLY PAY PERIOD/WORKDAY

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

To modernize and standardize pay practices, the State will evaluate the potential transition from monthly pay periods to bi-weekly pay periods.

Therefore, the Parties agree to the following:

1. The Employer shall convene a Joint Labor/Management Statewide Bi-weekly Payroll Implementation Workgroup comprised of an equal number of labor partners and members from management with three (3) AFSCME members appointed by the Union. The purpose of this workgroup is to assist in the evaluation of a potential transition and design of the bi-weekly payroll including, but not limited to, the assessment of organizational readiness for change, the design of the communication plan, business requirements and testing, change management plan, and employee training. The workgroup shall meet on a schedule it chooses, but no less frequently than once per month.
2. By January 1, 2025, the workgroup will put forth a report on their findings and an opinion as to the Employer's readiness to launch bi-weekly payroll, which will be shared with the DAS Director and Union Executive Director utilizing the following criteria:
  - a. System Readiness: ensuring that the bi-weekly payroll system is fully developed, tested, and ready for deployment.
  - b. Data Accuracy: Validate the accuracy and integrity of employee data within the bi-weekly payroll system.
  - c. Compliance: Ensure that the bi-weekly payroll system complies with all applicable legal and regulatory requirements, such as tax laws, employment regulations, and data protection policies.
  - d. Training and Support: Provide training and resources for employees who will be using the new payroll system. This includes ensuring that all relevant personnel are trained on how to operate the system effectively and efficiently, and that ongoing support mechanisms are in place to address any questions or issues that may arise.
  - e. Organizational Readiness: Using standardized change management tools, such as the ADKAR model, confirm that impacted staff are ready for implementation of the bi-weekly payroll system.
3. The State shall develop training for all employees and Agency payroll staff on the necessary topics related to the transition. The training will include an explanation of how deductions (for health insurance contributions, PERS contributions, and deferred compensation, for example) and leave accruals (for vacation and sick leave, for example) will be implemented in bi-weekly paychecks. The training will also explain how overtime will be reported, calculated, and paid. The training shall provide multiple avenues of explanation (such as webinars, self-directed learning, in-person training) sufficient to explain that employees' pay is not reduced annually as a result of the bi-weekly timing of paychecks, and the potential monthly financial impacts of the bi-weekly change to employees.
4. The Parties agree to establish a joint Statewide AFSCME labor-management committee to discuss and identify modifications in areas of the CBAs where calculations of hours worked or frequency of pay are applied such as: pay dates, deductions, leave accruals, holiday proration, union dues, PEBB contributions, payslip structure improvements, etc. This list is not exhaustive and may be expanded as the contract is reviewed by the joint labor management committee for preparation of bi-weekly pay change implementation. The Parties also agree to dedicate no less than fifteen (15) minutes as needed at the beginning or end of each meeting to discuss other Workday concerns or updates unrelated to payroll. The workgroup will review non-payroll related Workday concerns and identify potential modifications needed.
  - a. The joint Statewide AFSCME labor management committee shall be comprised of ten (10) members, with four (4) AFSCME represented employees appointed by the Union, four (4) management representatives, one (1) AFSCME staff and one (1) DAS State Labor Relations Manager. The Union and State may have additional staff work with the committee. This joint Statewide AFSCME labor management committee shall be tasked with reviewing modifications needed in statewide articles.
    - i. Each individual local shall utilize existing LMC, or if no LMC is established, participate in a subgroup where one (1) member from the local, one (1) member from AFSCME staff, one (1) member from management, and one (1) DAS Labor Relations Manager shall review and identify potential modifications needed to in their local-specific articles.
    - ii. Each individual local subgroup will submit their identified modifications needed in their local-specific articles to the joint Statewide AFSCME labor management committee for review.

- b. The joint Statewide AFSCME labor management committee shall meet on a schedule it chooses, but no less frequently than once per month.
- c. Committee and workgroup members convened in accordance with the LOA will be on paid status and shall be reimbursed for authorized travel expenses as per State Travel Policy. Agencies will not incur any overtime as a result of committee meetings or travel. Flexing schedules will be allowed to avoid overtime.

Alleged violations of this LOA are not subject to the grievance and arbitration procedure.

Both Parties retain their rights under PECBA.

## **LETTER OF AGREEMENT – POSITION REVIEW (TDS1s, TDS2s and OS2s)**

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Oregon Department of Human Services (ODHS), Stabilization and Crisis Unit (SACU) (Agency) and AFSCME Council 75 (Union).

The Parties agree to the following:

1. The Agency will initiate and complete, in consultation with DAS Classification and Compensation Unit, a Position Review on all Training & Development Specialist 1, Training & Development Specialist 2, and Office Specialist 2 positions within the Stabilization and Crisis Unit.
2. The Agency will review with the employee their position description to give them an opportunity to provide relevant information about their duties and responsibilities in their position.
3. The Agency and DAS Classification and Compensation Unit will complete the Position Review no later than July 1, 2024.
4. DAS and the Agency will meet with the Union to review the results of the Position Review within thirty (30) calendar days from the date the review has been completed. If the Position Review results in an upward adjustment of wages for any position/employee, then such results would be effective on the date of ratification of the 2023-25 successor agreement.
5. This Letter of Agreement will automatically sunset on June 30, 2025.



## **LETTER OF AGREEMENT – RELIEF POOL PILOT**

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Oregon Department of Human Services (ODHS), Stabilization and Crisis Unit (SACU) (Agency) and AFSCME Council 75 (Union).

The purpose of this Agreement is to allow new applicants and/or current SACU employees an opportunity to work full-time or part-time as a Limited Duration (LD) Appointment in SACU's Relief Pool. This Relief Pool will be used to fill in for callouts and cover full and partial direct care shifts in the group homes as needed. Shifts may be full or partial shifts, and may be days, evenings, or nights. The LD positions are funded for one (1) year.

The Parties agree to the following:

1. Applicants and/or current SACU employees who apply will be hired as a Limited Duration (LD) Direct Support Care Specialist (DSCS) (Salary Range 19) or Health Crisis Technician (HCT) (Salary Range 18) in the Relief Pool (RP) for up to one year, which may end at any time.
2. Benefits (i.e., medical, dental, vacation, sick, holidays, etc.) shall be calculated accordingly based on the number of hours actually worked in the month, which may include paid leave time if applicable.
3. RP employees are not assigned a set work schedule and may be offered to work any shift or partial shift (i.e., days, evenings, or nights) at any house within the island.
4. RP employees will be scheduled to complete New Employee Orientation and other on-the-job training sessions.
5. RP employees will be called upon first before any mandates to occur in the following order:
  - a. Porting
  - b. In-House Volunteers
  - c. In-Island Volunteers
  - d. Relief Pool
  - e. Mandates
6. RP employees will not be mandated to work after their shift and will not be eligible to receive on-call or call-back pay.
7. No newly hired person in the RP shall be entitled to any layoff rights in accordance with Article 43 – Limited Duration Appointments.
8. Any SACU permanent employee appointed from regular status to the RP LD appointment shall be reinstated to their former position in SACU when their LD appointment ends in accordance with Article 43.
9. This Agreement will be “piloted” starting May 15, 2022.

This Letter of Agreement will expire on June 30, 2025, unless extended by mutual agreement by both Parties.

## **LETTER OF CLARIFICATION**

The purpose of this Letter of Clarification is help define current organization structure within SACU, which may be subject to change due to Agency (ODHS) operational and/or budgetary needs.

An “island” will be defined as a grouping of homes and may be assigned as follows:

### Willow Island (Medical Homes)

- Eliot 1
- Eliot 2

### **Northern Region**

#### Elm Island

- Halsey
- Ina
- Madison
- Hawthorne

#### Maple Island

- James
- Charles
- Brooks

### **Central Region**

#### Alder Island

- Gath
- Turner
- Cade

#### Birch Island

- Discovery
- Hampden
- Macleay

### **Southern Region**

#### Aspen Island

- Jody
- Oak
- Weirich

#### Sycamore Island

- Dean
- River Road

### Appendix A - Article 14 – Grievance Procedure Timelines

NOTE: The timeline for the Employer response at each grievance step shall begin the first day following the day of receipt. The timeline for the Union appeal to the next higher step shall begin the first day following the day the Employer response is due or received.

GRIEVANCE	TIME TO FILE	STEP 1	STEP 2	STEP 3
<b>Non-Disciplinary – Article Violations</b>	<u>Within thirty (30) calendar days</u> of the alleged action or the date the employee or the Union knew or should have known of the alleged action.	<b>Step 1 – Immediate supervisor</b> <u>within thirty (30) calendar days</u> of the alleged action or the date the employee or the Union knew or should have known of the alleged action.	<b>Step 2 – HR Manager</b> <u>within thirty (30) calendar days</u> after the written response required by Step 1 was received or due, whichever is first.	<b>Step 3 – DAS Labor Relations Unit</b> <u>within thirty (30) calendar days</u> after the written response required by Step 2 was received or due, whichever is first.
<b>Disciplinary – Written Reprimand</b>	<u>Within thirty (30) calendar days</u> from the effective date of discipline.	<b>Step 1 – Immediate supervisor</b> <u>within thirty (30) calendar days</u> from the effective date of discipline.	<b>Step 2 – HR Manager</b> <u>within thirty (30) calendar days</u> after the written response required by Step 1 was received or due, whichever is first.	<b>Step 3 – DAS Labor Relations Unit</b> <u>within thirty (30) calendar days</u> following the receipt of the Step 2 response was due or received, whichever is first.
<b>Disciplinary – Salary Reduction</b>	<u>Within thirty (30) calendar days</u> from the effective date the discipline.		<b>Step 2 – HR Manager</b> <u>within thirty (30) calendar days</u> from the effective date of discipline.	<b>Step 3 – DAS Labor Relations Unit</b> <u>within thirty (30) calendar days</u> following the receipt of the Step 2 response was due or received, whichever is first.
<b>Disciplinary – Dismissal from State Service</b>	<u>Within thirty (30) calendar days</u> from the effective date of the dismissal.			<b>Step 3 – DAS Labor Relations Unit</b> <u>within thirty (30) calendar days</u> from the effective date of the dismissal.
<b>Group Grievances – Issues 2 or more supervisors</b>	<u>Within thirty (30) calendar days</u> of the alleged violation.	<b>Step 1 – Immediate supervisor</b> <u>within thirty (30) calendar days</u> of the alleged violation; or by mutual agreement move to higher steps.	<b>Step 2 – HR Manager</b> <u>within thirty (30) calendar days</u> of the alleged violation; or by mutual agreement move to Step 3.	<b>Step 3 – DAS Labor Relations Unit</b> <u>within thirty (30) calendar days of the alleged violation.</u>
<b>Overtime Grievances</b>	<u>Within thirty (30) calendar days</u> of the alleged violation.		<b>Step 2 – HR Manager</b> <u>within thirty (30) calendar days</u> of the alleged violation.	<b>Step 3 – DAS Labor Relations Unit</b> <u>within thirty (30) calendar days</u> following the receipt of the Step 2 response was due or received, whichever is first.

**APPENDIX B - COMPENSATION PLAN**

	<b>7/1/2023</b>	<b>4/1/2024</b>
<b>CLASSIFICATION TITLE</b>	<b>SALARY RANGE</b>	<b>SALARY RANGE</b>
Administrative Specialist 1	17	17
Administrative Specialist 2	20	20
Behavior Professional	26	26T
Behavior/Vocational Specialist 1	20	20
Behavior/Vocational Specialist 2	23	23
Behavioral Health Specialist 2	29	29T
Compliance Specialist 1	21	21
Compliance Specialist 2	25	25
Compliance Specialist 3	29	29
Direct Support Crisis Specialist	19	19T
Electronic Publishing Design Specialist 3	25	25
Facility Maintenance Specialist	18	18
Fiscal Analyst 2	27	27
Habilitative Training Technician 1	14	14
Health Crisis Technician	18	18T
Information Systems Specialist 3	24	24
Licensed Practical Nurse	18B	18B
Manual Arts Instructor	19	19T
Mental Health Therapy Technician	16S	16S
Office Specialist 1	13C	13C
Office Specialist 2	15C	15C
Operations & Policy Analyst 1	23	23
Operations & Policy Analyst 2	27	27
Operations & Policy Analyst 3	30	30
Program Analyst 1	23	23
Program Analyst 2	27	27
Program Analyst 3	29	29
Program Analyst 4	31	31
Psychiatric Social Worker	33	33T
Resident Support Specialist	20	20T
Respiratory Care Practitioner	26	26T
Training & Development Specialist 1	24	24
Training & Development Specialist 2	28	28

**APPENDIX C - SALARY SCHEDULES**

<b>SALARY SCHEDULE AS OF JULY 1, 2023</b>											
<b>Salary Range</b>	<b>Pay/Rng Option</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
13C	AP		3005	3116	3216	3343	3482	3627	3784	3962	4155
14	AP		3005	3116	3216	3343	3482	3627	3784	3962	4155
15C	AP	3061	3164	3278	3412	3555	3706	3872	4058	4255	4462
16S	AP	3233	3331	3473	3602	3777	3955	4144	4339	4546	4762
17	AP	3216	3343	3482	3627	3787	3962	4155	4355	4562	4772
18	AP	3343	3482	3627	3784	3962	4155	4355	4556	4772	5014
18B	BP	3626	3787	3962	4152	4353	4551	4770	5002	5242	5493
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
23	AP	4155	4355	4556	4772	5014	5253	5501	5768	6046	6345
24	AP	4355	4556	4772	5014	5253	5501	5768	6046	6345	6659
25	AP	4556	4772	5014	5253	5501	5768	6046	6345	6659	6977
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
29	AP	5501	5768	6046	6345	6659	6977	7322	7673	8053	8449
30	AP	5768	6046	6345	6659	6977	7322	7673	8053	8449	8868
31	AP	6046	6345	6659	6977	7322	7673	8053	8448	8868	9307
33	AP	6659	6977	7322	7673	8053	8448	8868	9307	9742	10235

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

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

<b>SALARY SCHEDULE AS OF DECEMBER 1, 2023</b>											
<b>Salary Range</b>	<b>Pay / Rng Option</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
13C	AP		3200	3319	3425	3560	3708	3863	4030	4220	4425
14	AP		3200	3319	3425	3560	3708	3863	4030	4220	4425
15C	AP	3260	3370	3491	3634	3786	3947	4124	4322	4532	4752
16S	AP	3443	3548	3699	3836	4023	4212	4413	4621	4841	5072
17	AP	3425	3560	3708	3863	4033	4220	4425	4638	4859	5082
18	AP	3560	3708	3863	4030	4220	4425	4638	4852	5082	5340
18B	BP	3862	4033	4220	4422	4636	4847	5080	5327	5583	5850
19	AP	3708	3863	4030	4220	4425	4638	4852	5082	5340	5594
20	AP	3863	4030	4220	4425	4638	4852	5082	5340	5594	5859
21	AP	4030	4220	4425	4638	4852	5082	5340	5594	5859	6143
23	AP	4425	4638	4852	5082	5340	5594	5859	6143	6439	6757
24	AP	4638	4852	5082	5340	5594	5859	6143	6439	6757	7092
25	AP	4852	5082	5340	5594	5859	6143	6439	6757	7092	7431
26	AP	5082	5340	5594	5859	6143	6439	6757	7092	7431	7798
27	AP	5340	5594	5859	6143	6439	6758	7092	7431	7798	8172
28	AP	5594	5859	6143	6439	6757	7092	7431	7798	8172	8576
29	AP	5859	6143	6439	6757	7092	7431	7798	8172	8576	8998
30	AP	6143	6439	6757	7092	7431	7798	8172	8576	8998	9444
31	AP	6439	6757	7092	7431	7798	8172	8576	8997	9444	9912
33	AP	7092	7431	7798	8172	8576	8997	9444	9912	10375	10900

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

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

SALARY SCHEDULE AS OF APRIL 1, 2024											
Salary Range	Pay / Rng Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
13C	AP				3425	3560	3708	3863	4030	4220	4425
14	AP				3425	3560	3708	3863	4030	4220	4425
15C	AP			3491	3634	3786	3947	4124	4322	4532	4752
16S	AP			3699	3836	4023	4212	4413	4621	4841	5072
17	AP			3708	3863	4033	4220	4425	4638	4859	5082
18	AP			3863	4030	4220	4425	4638	4852	5082	5340
18B	BP			4220	4422	4636	4847	5080	5327	5583	5850
18T	AP				4220	4425	4638	4852	5082	5340	5594
19T	AP				4425	4638	4852	5082	5340	5594	5859
20	AP			4220	4425	4638	4852	5082	5340	5594	5859
20T	AP				4638	4852	5082	5340	5594	5859	6143
21	AP			4425	4638	4852	5082	5340	5594	5859	6143
23	AP	4425	4638	4852	5082	5340	5594	5859	6143	6439	6757
24	AP	4638	4852	5082	5340	5594	5859	6143	6439	6757	7092
25	AP	4852	5082	5340	5594	5859	6143	6439	6757	7092	7431
26T	AP		5340	5594	5859	6143	6439	6757	7092	7431	7798
27	AP	5340	5594	5859	6143	6439	6758	7092	7431	7798	8172
28	AP	5594	5859	6143	6439	6757	7092	7431	7798	8172	8576
29	AP	5859	6143	6439	6757	7092	7431	7798	8172	8576	8998
29T	AP		6143	6439	6757	7092	7431	7798	8172	8576	8998
30	AP	6143	6439	6757	7092	7431	7798	8172	8576	8998	9444
31	AP	6439	6757	7092	7431	7798	8172	8576	8997	9444	9912
33T	AP		7431	7798	8172	8576	8997	9444	9912	10375	10900

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

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

<b>SALARY SCHEDULE AS OF JANUARY 1, 2025 OR FEBRUARY 1, 2025 (per Salaries Article)</b>											
<b>Salary Range</b>	<b>Pay / Rng Option</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
13C	AP				3648	3791	3949	4114	4292	4494	4713
14	AP				3648	3791	3949	4114	4292	4494	4713
15C	AP			3718	3870	4032	4204	4392	4603	4827	5061
16S	AP			3939	4085	4284	4486	4700	4921	5156	5402
17	AP			3949	4114	4295	4494	4713	4939	5175	5412
18	AP			4114	4292	4494	4713	4939	5167	5412	5687
18B	BP			4494	4709	4937	5162	5410	5673	5946	6230
18T	AP				4494	4713	4939	5167	5412	5687	5958
19T	AP				4713	4939	5167	5412	5687	5958	6240
20	AP			4494	4713	4939	5167	5412	5687	5958	6240
20T	AP				4939	5167	5412	5687	5958	6240	6542
21	AP			4713	4939	5167	5412	5687	5958	6240	6542
23	AP	4713	4939	5167	5412	5687	5958	6240	6542	6858	7196
24	AP	4939	5167	5412	5687	5958	6240	6542	6858	7196	7553
25	AP	5167	5412	5687	5958	6240	6542	6858	7196	7553	7914
26T	AP		5687	5958	6240	6542	6858	7196	7553	7914	8305
27	AP	5687	5958	6240	6542	6858	7197	7553	7914	8305	8703
28	AP	5958	6240	6542	6858	7196	7553	7914	8305	8703	9133
29	AP	6240	6542	6858	7196	7553	7914	8305	8703	9133	9583
29T	AP		6542	6858	7196	7553	7914	8305	8703	9133	9583
30	AP	6542	6858	7196	7553	7914	8305	8703	9133	9583	10058
31	AP	6858	7196	7553	7914	8305	8703	9133	9582	10058	10556
33T	AP		7914	8305	8703	9133	9582	10058	10556	11049	11609

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

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



<b>SALARY SCHEDULE AS OF APRIL 1, 2025</b>											
<b>Salary Range</b>	<b>Pay / Rng Option</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>
13C	AP				3648	3791	3949	4114	4292	4494	4713
14	AP				3648	3791	3949	4114	4292	4494	4713
15C	AP			3718	3870	4032	4204	4392	4603	4827	5061
16S	AP			3939	4085	4284	4486	4700	4921	5156	5402
17	AP			3949	4114	4295	4494	4713	4939	5175	5412
18	AP			4114	4292	4494	4713	4939	5167	5412	5687
18B	BP			4494	4709	4937	5162	5410	5673	5946	6230
18T	AP					4713	4939	5167	5412	5687	5958
19T	AP					4939	5167	5412	5687	5958	6240
20	AP			4494	4713	4939	5167	5412	5687	5958	6240
20T	AP					5167	5412	5687	5958	6240	6542
21	AP			4713	4939	5167	5412	5687	5958	6240	6542
23	AP	4713	4939	5167	5412	5687	5958	6240	6542	6858	7196
24	AP	4939	5167	5412	5687	5958	6240	6542	6858	7196	7553
25	AP	5167	5412	5687	5958	6240	6542	6858	7196	7553	7914
26T	AP			5958	6240	6542	6858	7196	7553	7914	8305
27	AP	5687	5958	6240	6542	6858	7197	7553	7914	8305	8703
28	AP	5958	6240	6542	6858	7196	7553	7914	8305	8703	9133
29	AP	6240	6542	6858	7196	7553	7914	8305	8703	9133	9583
29T	AP			6858	7196	7553	7914	8305	8703	9133	9583
30	AP	6542	6858	7196	7553	7914	8305	8703	9133	9583	10058
31	AP	6858	7196	7553	7914	8305	8703	9133	9582	10058	10556
33T	AP			8305	8703	9133	9582	10058	10556	11049	11609

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

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

**SIGNATURE PAGE – AFSCME  
DHS STABILIZATION AND CRISIS UNIT**

---

Signed this 11th day of August, 2023 at Salem, Oregon.



**FOR THE  
STATE OF  
OREGON**

*Berri Leslie*

**Berri Leslie, Director  
Department of Administrative Services (DAS)**

*Debbie Pillsbury-Harvey*

**Debbie Pillsbury-Harvey, State Labor Relations  
Manager, DAS CHRO Labor Relations Unit**

*Justine Scott (signed electronically)*

**Justine Scott, Bargaining Team Member**

*Sierra Rawson*

**Sierra Rawson, Bargaining Team Member**

*Bryan Wier*

**Bryan Wier, Bargaining Team Member**

*Winston Brown*

**Winston Brown, Bargaining Team Member**

*Amber Ingraham*

**Amber Ingraham, Bargaining Team Member**

*Mitchell Newton*

**Mitchell Newton, Bargaining Team Member**



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

*Jade McCredy*

**Jade McCredy, AFSCME Council 75  
Representative**

*Christina Sydenstricker-Brown*

**Christina Sydenstricker-Brown, Bargaining  
Team Member**

*Katrina Brink*

**Katrina Brink, Bargaining Team Member**

*Saihou Suwaneh*

**Saihou Suwaneh, Bargaining Team Member**

*Ronda Martinez*

**Ronda Martinez, Bargaining Team Member**

*Bradley Capps*

**Bradley Capps, Bargaining Team Member**

*Cynthia Lemons*

**Cynthia Lemons, Bargaining Team Member**



**Department of Administrative Services  
Chief Human Resources Office  
Labor Relations Unit  
155 Cottage Street NE  
Salem, OR 97301-3971  
[LRU@das.oregon.gov](mailto:LRU@das.oregon.gov)**

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

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