COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF ADMINISTRATIVE SERVICES

and

SEIU

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 503, OPEU

2025 - 2027

ODOT COALITION AGREEMENT

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The indexing system used in this Agreement assigns a reference number to each Coalition and a letter to each Agency within the Coalition. These numbers and letters are as follows:

.1	**HUMAN SERVICES COALITION**
.1C	Employment Department (OED)
.1M	Oregon Department of Human Services-Oregon Health Authority (ODHS-OHA)
.2	**INSTITUTIONS COALITION**
.2A	Oregon Youth Authority Youth Correctional Facilities and Camps (OYA)
.2C	Oregon State Hospital (OSH)
.2H	Pendleton Cottage
.2K	Oregon Youth Authority Admin. and Field Services (OYA)
.3	**ODOT COALITION**
.3A	Oregon Department of Transportation (ODOT)
.3B	Oregon Parks & Recreation Department (OPRD)
.3C	Oregon Department of Forestry (ODF)
.3D	Oregon Department of Aviation (ODOA)
.3E	Oregon Department of Fish & Wildlife (ODFW)
.3F	Oregon Department of Geology and Mineral Industries (DOGAMI)
.3G	Oregon Department of Agriculture
.3H	Oregon Water Resources Department (WRD)
.3I	Oregon Watershed Enhancement Board (OWEB)
.5	**SPECIAL AGENCIES COALITION**
.5A	Oregon Department of Education (ODE) (Including Oregon School for the Deaf (OSD) & Youth Corrections Education Program (YCEP))
.5C	Oregon State Library (OSL)
.5D	Oregon State Treasury (OST)
.5E	Department of Administrative Services (DAS)
.5F	Oregon Commission for the Blind
.5G	Oregon Public Employees Retirement System (PERS)
.5H	Oregon Department of Justice (DOJ)
.5I	Oregon Housing & Community Services (OHCS)
.5J	Oregon Teachers Standards and Practices Commission (TSPC)
.5N	Oregon Department of Revenue (DOR)
.5Q	Oregon Department of Consumer & Business Services (DCBS)
.5S	Bureau of Labor and Industries (BOLI)
.5T	Oregon Department of Veterans' Affairs (DVA)
.5V	Workers' Compensation Board (WCB)
.5W	Licensing Boards: Oregon Board of Dentistry Oregon State Board of Examiners for Engineering and Land Surveying Board of Examiners for Speech Language Pathology & Audiology Oregon State Board of Massage Therapists Board of Medical Imaging Oregon Board of Naturopathic Medicine Oregon State Board of Nursing Oregon Board of Pharmacy Oregon Mortuary and Cemetery Board Oregon Occupational Therapy Licensing Board Oregon Medical Board Mental Health Regulatory Agency
.5Y	Higher Education Coordinating Commission (HECC)
.5Z	Oregon Department of Education Learning Center (DELC)

In this Agreement, four types of Article numbers appear. These numbers have different applications. For example, some Articles apply to all Agencies covered under this Agreement, some Articles apply only to the Agencies within a particular coalition, some Articles apply only to a particular Agency within a coalition, and some apply only to temporary employees. The types of numbers used are as follows:

1. Articles which were negotiated centrally and apply to all coalitions and all Agencies within the four coalitions have numbers without any subcategories, e.g.:

   Article 20--Discipline and Discharge
   Article 27--Salary Increase
   Article 56--Sick Leave
   Article 70--Layoff

2. Article subcategories with no letter following the number signify that the Article applies to all Agencies within a particular coalition, e.g.:

   Article 18.3--Reorganization Notification (ODOT Coalition)
   Article 100.1--Security (Human Services Coalition)

The last digit in these subcategories identifies the coalition that the Article applies to:

.1 Human Services Coalition
.2 Institutions Coalition
.3 ODOT Coalition
.5 Special Agencies Coalition

3. Articles which have subcategories with a letter following the number signify that the Article applies only to a particular Agency within a coalition, e.g.:

   Article 32.5I--Overtime (OHCS)
   Article 35.2K--Phone Calls (OYA Administration and Field)
   Article 70.2A--Geographic Area for Layoff (OYA Youth Correctional Facilities and Camps)

4. Centrally negotiated Articles which have a "T" attached signify Articles that apply only to temporary employees, e.g.:

   Article 19T--Personnel Records (Temporary Employees)
   Article 22T--No Discrimination (Temporary Employees)

(See Article 2, Section 5(c)(d) for a full listing of Articles and Letters of Agreement which apply to temporary employees.)

If an employee using the Master Agreement is looking for a contractual provision for their particular Agency, they must locate the subject by using either the Table of Contents or the Index.

NOTE: The Parties may elect to assemble and print a coalition agreement in addition to a Master Agreement.

ARTICLE 1--PARTIES TO THE AGREEMENT

This Agreement is entered into between the Service Employees International Union (SEIU) Local 503, Oregon Public Employees Union (OPEU) (Union) and the State of Oregon (Employer) acting by and through the Department of Administrative Services (Department) on behalf of the following Agencies: Oregon Department of Agriculture, Commission for the Blind, Oregon Department of Human Services, Oregon Health Authority (including Oregon State Hospital and Pendleton Cottage), Oregon Department of Education (including Oregon School for the Deaf), Oregon Department of Early Learning and Care, Oregon Employment Department, Department of Administrative Services, Oregon Youth Authority, Oregon Department of Forestry, Oregon Department of Justice, Bureau of Labor and Industries, Higher Education Coordinating Commission, Oregon State Library, Oregon Parks and Recreation Department, Oregon Public Employees Retirement System, Oregon Department of Revenue, Oregon Department of Transportation, Oregon Department of Geology and Mineral Industries, Oregon State Treasury, Oregon Department of Veterans' Affairs, Oregon Water Resources Department, Oregon Department of Consumer and Business Services including Workers' Compensation Board, Oregon State Board of Nursing, Oregon Medical Board, Oregon Board of Dentistry, Oregon Board of Pharmacy, Oregon Mortuary and Cemetery Board, Mental Health Regulatory Agency, Oregon Board of Medical Imaging, Oregon State Board of Massage Therapists, Oregon Occupational Therapy Licensing Board, Board of Examiners for Speech Language Pathology and Audiology, Oregon Board of Naturopathic Medicine, Oregon State Board of Examiners for Engineering and Land Surveying, Oregon Department of Aviation, Oregon Watershed Enhancement Board, Oregon Housing and Community Services, Oregon Department of Fish and Wildlife, and Oregon Teacher Standards and Practices Commission.

REV: 2013, 2015, 2019,2025

ARTICLE 2--RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all classified and unclassified employees in positions represented by the Union in the Agencies listed in Section 2 below. The Union is also the exclusive bargaining representative for temporary state employees in the classified or unclassified service as direct hire temporary employees of the State of Oregon excluding student workers who are in student worker classifications; student law clerks; independent contractors; any temporary employees who are represented by another labor organization; retired state employees working in temporary appointments; casual labor temporary Agency employees (e.g., Kelly, Manpower, Goodwill Industries, St. Vincent de Paul) not directly employed by DAS; temporary employees in the exempt service as defined in ORS 240.200; school-to-work experience employees; persons hired under exchange programs with the State; adults/youth in custody; interns from bona fide educational programs who are fulfilling academic requirements of that program and are completing their degree; and JOBS Plus program participants. Temporary employees represented by the Union are in the Agencies listed in Section 2 below. This recognition does not apply to exempt, supervisory, managerial and confidential employees as defined by law or as determined by the Employment Relations Board.

Section 2.

(a) The Employer and the Union have established a single bargaining unit of employees represented by the Union and employed by the Oregon Youth Authority*, Oregon State Hospital, Pendleton Cottage, Oregon Department of Forestry, who are guards, firefighters, and police officers as identified by the Employment Relations Board or as agreed upon by the Parties. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1.

(b) The Employer and the Union have established a single bargaining unit which is not prohibited from striking. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1. This unit is made up of employees located at the following Agencies: Oregon Department of Agriculture, Commission for the Blind, Oregon Youth Authority*, Oregon Department of Human Services, Oregon Health Authority (including Oregon State Hospital and Pendleton Cottage), Oregon Department of Education (including Oregon School for the Deaf), Oregon Department of Early Learning and Care, Oregon Employment Department, Department of Administrative Services, Oregon Department of Forestry, Oregon Department of Justice, Bureau of Labor and Industries, Higher Education Coordinating Commission, Oregon State Library, Oregon Parks and Recreation Department, Oregon Public Employees Retirement System, Oregon Department of Revenue, Oregon Department of Transportation, Oregon Department of Geology and Mineral Industries, Oregon State Treasury, Oregon Department of Veterans' Affairs, Oregon Water Resources Department, Oregon Department of Consumer and Business Services including Workers' Compensation Board, Oregon State Board of Nursing, Oregon Medical Board, Oregon Board of Dentistry, Oregon Board of Pharmacy, Oregon Mortuary and Cemetery Board, Mental Health Regulatory Agency, Oregon Board of Medical Imaging, Oregon State Board of Massage Therapists, Oregon Occupational Therapy Licensing Board, Board of Examiners for Speech Language Pathology and Audiology, Oregon Board of Naturopathic Medicine, Oregon State Board of Examiners for Engineering and Land Surveying, Oregon Department of Aviation, Oregon Watershed Enhancement Board, Oregon Housing and Community Services, Oregon Department of Fish and Wildlife, and Oregon Teacher Standards and Practices Commission.

*Oregon Youth Authority includes all employees except employees in positions classified as Juvenile Parole and Probation Officer and Juvenile Parole and Probation Assistant. Union-represented employees of this Agency are included in the Union's strike-permitted bargaining unit, except for employees in the classifications of Group Life Coordinator 1, 2, 3 and Youth Corrections Unit Coordinator, or successor classifications, who are included in the Union's strike-prohibited bargaining unit.

Section 3. When there has been a determination of the Employment Relations Board to modify one (1) of the bargaining units listed in Section 2 or when the Parties reach mutual agreement to modify, negotiations will be entered into as needed or as required by law.

Section 4. Exclusion of Filled Positions.

(a) DAS shall provide the Union with no less than twenty (20) calendar days written notice of its intent to exclude a filled bargaining unit position based on supervisory, managerial or confidential status. DAS agrees not to change the position's designation from represented to management service during this twenty (20) calendar day period.

(b) Should the Union decide to contest the proposed exclusion, it shall serve DAS with written notice of its intent to contest the exclusion within twenty (20) calendar days of its receipt of the notice of intent to exclude. Should such notice be given by the Union, DAS will forego implementing the change in designation for an additional forty (40) calendar days, beyond the initial twenty (20) calendar day period. The purpose of this forty (40) calendar day period is to allow the Union time to investigate whether it has grounds to contest the proposed change in status. If the Union decides to pursue challenging an exclusion, it must file with the Employment Relations Board (ERB) prior to the end of this forty (40) calendar day period. In such event, DAS agrees to forego implementing the change in designation until the matter is resolved by way of ERB decision, settlement, or other manner.

(c) If DAS does not receive timely notice from the Union indicating its intent to contest the exclusion during the initial twenty (20) calendar day period, or if the Union does not file with the ERB during the subsequent forty (40) calendar day period, DAS may proceed to change the position's designation, and the Union agrees not to contest the excluded status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exclusion is no longer warranted.

(d) For purposes of this Agreement, written notice may occur by personal delivery, fax, email or mail (postmark) within the time frames cited above.

Section 5. Temporary Employees.

(a) The Employer agrees to utilize temporary employees in accordance with ORS 240.309. Grievances alleging violations of ORS 240.309 may be submitted only by the Union, directly to the Department of Administrative Services level for full and final review.

(b) Temporary employees will have the same rights as other bargaining unit employees as enumerated below:

(1) Same base rate of pay for the appropriate classification for regular status employees. Effective upon signing of this Agreement, rates of pay will be within the ranges, minimum and maximum, according to the Compensation Plan, per Article 27 and salary appendices.

(c) The following Articles apply to temporary employees: Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 10.1C, 10.1M, 10.2, 10.2A, 10.2C,H, 10.2K, 10.3, 10.5, 11, 14, 15, 17.5, 19T, 19.1M, 19.2K, 21, 22T, 23T, 26T, 27, 29T, 30, 32T, 33.3A, 33.3C, 34, 36T, 36.1M, 36.2A, 36.2K, 36.3AC, 36.3D, 37, 48, 56T, 58T, 60T, 90T, 90.3CT, 101T, 121T, 123, 130, 140T.

(d) The following Letters of Agreement apply to temporary workers: LOA 21.1C-99-07 Employment; LOA 00.00-16-293 Temporary Lodging of Children (ODHS).

REV: 2013, 2015, 2019,2023,2025

ARTICLE 3--SCOPE OF AGREEMENT

Section 1. This Agreement binds the Union, its bargaining unit members, and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer, the Department, the Agency, and any person designated to act on behalf of each.

Section 2. This Agreement supersedes all prior Collective Bargaining Agreements and Letters of Agreement negotiated between the Union and the State of Oregon acting by and through its Department of Administrative Services.

ARTICLE 4--TERM OF AGREEMENT

Section 1.

(a) This Agreement shall become effective on July 1, 2025, or the date the Agreement is ratified by the Union, whichever is later, and shall expire on June 30, 2027, except where specifically stated otherwise in the Agreement.

(b) Either Party may give written notice during the period of October 15 – November 15, 2026, of its desire to negotiate a successor Agreement.

(c) Negotiations shall commence the first week of December 2026, or such other date as may be mutually agreed to by the Parties.

Section 2. This Agreement shall not be opened during the term of this Agreement except by mutual agreement of the Parties, by proper use of Article 7--Separability, or as otherwise specified in this Agreement.

REV: 2013, 2015,2019,2021,2023,2025

ARTICLE 5--COMPLETE AGREEMENT/PAST PRACTICES

Section 1. Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the Employer and the Union have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This Contract incorporates the sole and complete agreement between the Employer and the Union resulting from these negotiations. The Union agrees that the Employer has no further obligation during the term of this Agreement to bargain wages, hours, or working conditions except as specified below. The Employer agrees that during the term of this Agreement it may not unilaterally change employee wages or hours. "Working conditions" established by a specific provision of this Agreement may

not be unilaterally changed. Other "working conditions" not covered by this Agreement may only be changed pursuant to the restrictions and procedures in Section 2.

Section 2. Past Practices.

(a) The Parties recognize the Employer's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement, including arbitrator's awards which may evolve pursuant to this Agreement, or for temporary employees, decisions resulting from dispute resolution procedures which may evolve pursuant to this Agreement.

(b)

(1) The Employer may change or issue new work practices or rules covering permissive subjects of bargaining, including issuing administrative rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement. The Employer agrees to bargain over any proposed changes in "working conditions" or their impact which are mandatory subjects of bargaining.

(2) If the Employer believes the change is a mandatory subject of bargaining, the Parties shall meet within ten (10) days of the Union's request to meet. One (1) Union Steward from the affected Agency will be allowed to use Agency time without loss of pay or benefits to participate in these negotiations. The Employer will not be liable for any overtime, premium pay, travel reimbursement, or mileage for the Union Steward. If the Union Steward is a temporary employee, while employed, the temporary employee would be unscheduled.

(3) The Union may file an unfair labor practice complaint with the Employment Relations Board if the Employer refuses to bargain. If the Board rules that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is a mandatory subject of bargaining, the Parties shall meet to negotiate this subject change.

(4) Notwithstanding ORS 243.698, if after ninety (90) days of bargaining, the Parties do not reach agreement, either Party may exercise its right to utilize the dispute resolution procedures under the PECBA, including the strike-permitted employees' right to strike (notwithstanding Article 8 of this Agreement), or, for strike-prohibited employees, the right to submit the matter to binding arbitration. Nothing precludes the Parties from requesting mediation within the ninety (90) day period.

ARTICLE 6--LEGISLATIVE ACTION

Section 1. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted promptly by the Department of Administrative Services to the Legislative Assembly and both Parties shall jointly recommend passage of the funding and statutory changes.

Section 2. Should the Legislature not be in session at the time agreement is reached, the funding provisions of this Agreement shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both Parties shall jointly recommend passage.

Section 3. Should the Legislature not be in session at the time agreement is reached, all other legislation necessary for the implementation of this Agreement shall be submitted to the next session (whether regular or special) of the Legislative Assembly.

ARTICLE 7--SEPARABILITY

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment of federal or state law or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the Parties hereto that all other provisions not invalidated shall remain in full force and effect. The invalidated provision shall be subject to renegotiation by the Parties within a reasonable period of time from such request.

ARTICLE 8--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 slowdown 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 the bargaining unit to strike, walk out, slowdown, or commit other acts of work stoppage.

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

ARTICLE 9--MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the Employer shall retain all rights of management in the direction of their work force. Rights of management shall include, but not be limited to, the right to:

(a) Direct employees.

(b) Hire, promote, transfer, assign, and retain employees.
(c) Suspend, discharge, or take other proper disciplinary action against employees.
(d) Reassign employees.
(e) Relieve employees from duty because of lack of work or other reasons.
(f) Schedule work.
(g) Determine methods, means, and personnel by which operations are to be conducted.

ARTICLE 10--UNION RIGHTS

Section 1. Rights/Obligations.

(a) The Union and the Employer agree that there must be mutual respect for the rights and obligations of the Union and the Employer and the representatives of each.
(b) Employees covered by the Agreement are at all times entitled to act through a Union representative in taking any grievance action or following any alternate procedure under this Agreement.
(c) 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 2. The provisions of this Article and Articles 10.1 through 10.5 cover temporary employees. However, pay status provisions of this Article and Articles 10.1 through 10.5 shall not apply to temporary employees; instead temporary employees will be unscheduled rather than being in pay status or on paid or unpaid leaves for authorized activities. Such activities shall attempt to be scheduled during the temporary employee Steward's non-work hours.

Section 3. Union Organizer Visitations.

(a) Union Organizers shall be allowed reasonable access to bargaining unit members. The purpose of these visits will be to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to the employment relations. The Union Shall give the Agency reasonable notice of these visits.
(b) Union Organizers may conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during other break periods. Union Organizers may use Agency facilities or property for purposes of conducting meetings with the represented employees in the bargaining unit. Union Organizers may hold the meetings at a time and place set by the Union Organizers, provided the meetings adhere to the current building use policies, space is available, proper scheduling has been arranged and the meetings do not interfere with the Agency's operations. The Union agrees to provide the Agency and the Department of Administrative Services Labor Relations Unit with a list of authorized Union Organizers.

Section 4.

(a) Bulletin Boards. The Agency shall allow the use of reasonable bulletin board space for communicating with employees. Union material shall not be displayed in the work area except in the designated bulletin board space. Additionally, the DAS Labor Relations Unit will post links to Agency-level SEIU virtual bulletin board spaces on the DAS Labor Relations Unit internet website. The content of the virtual bulletin boards will be managed by SEIU.
(b) E-Mail Messaging System. Union representatives and SEIU-represented employees may use an Agency's e-mail messaging system to communicate about Union business provided that all of the following conditions are followed:
    (1) Use shall not contain false, unlawful, offensive or derogatory statements against any person, organization or group of persons. Statements shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. The content of the e-mail shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health or disability.
    (2) Except as modified by this Article, an Agency shall have the right to control its e-mail system, its uses or information.
    (3) The Agency reserves the right to trace, review, audit, access, intercept, recover or monitor use of its e-mail system without notice.
    (4) Use of the e-mail system will not adversely affect the use of or hinder the performance of an Agency's computer system for Agency business.
    (5) Group e-mails shall not include attachments or contain graphics (except for the Union logo), and shall be no more than approximately three (3) pages. Recipients of such group e-mails shall not use the "Reply All" function.
    (6) E-mail usage shall comply with Agency policies applicable to all users such as protection of confidential information and security of equipment.
    (7) The Agency will not incur any additional costs for e-mail usage including printing.
    (8) The Union will hold the Employer and Agency harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Union or its agents (including Union staff, Union officers and Stewards) regarding any communications or effect of any communications that are a direct result of use of e-mail under this Article.
    (9) Such e-mail communications shall only be between SEIU-represented employees and managers, within their respective agency, and the Union. However, for purposes of negotiations, bargaining team members may communicate across agencies. Additionally, DAS recognized joint multi-Agency Labor-Management Committee members and the Union's Board of Directors may communicate across agencies. Union officers and stewards may communicate with Union officers and Stewards across agencies for purposes of contract administration. The Union shall provide the names of its Board of Directors, Union Officers and Union Stewards to DAS.
    (10) Use of Agency's e-mail system shall be on employee's non-work time.

(11) E-mail communication may include links to the Union website, which may be accessed on non-work time.
(12) Nothing shall prohibit an employee from forwarding an e-mail message to their home computer.
(13) E-mail shall not be used to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the Contract.
(14) Should the Employer believe that the Union's staff has violated Article 10, Section 4(b) of the Master Agreement, the Employer will notify the Union's Executive Director, in writing, within thirty (30) calendar days from the date of the alleged misuse of an Agency's e-mail system. The Executive Director shall respond, in writing, within thirty (30) days and include the action that will be taken to enforce the Master Agreement. If, despite these actions, the violation continues, the Employer will notify the Union, in writing, within thirty (30) calendar days that the alleged misuse may be arbitrated. For the purpose of this Article, employees who are working for the Union while on a Union leave of absence will be considered Union staff.

Section 5. Union Steward Representation. The Employer agrees that a Union Steward system exists for employee representation available to all employees covered by this Agreement and also agrees to respect that when the employee is acting in their role of Steward, the relationship is different than that of supervisor and employee. In order to be able to effectively carry out their duties as Union Stewards, all Stewards shall have access to the appropriate equipment and space in order to be able to communicate privately and safely with the employee.

Section 6. List of Union Stewards. The Union shall provide the Employer (Department of Administrative Services and each Agency)* with a list of the names of authorized Union Stewards, including their work location, and worksite representation responsibility. The lists shall be updated as necessary. If problems arise regarding Union Steward authorized activities in representing employees, the Union agrees to discuss the problem with the Department of Administrative Services Labor Relations Unit or the Agency as the situation suggests.

*For DMV, Agency means the Division Administrator.

Section 7. The Employer agrees that there shall be no reprisal, coercion, intimidation, or discrimination against any Union Steward or elected officers for protected Union activities. It is recognized that only certain protected activities are permitted during work hours.

Section 8. New Employee Orientation.

(a) All SEIU represented employees who are new to state service shall attend the Uplift Oregon benefits workshop within thirty (30) days of hire. Employees shall have access to the training within fourteen (14) days of hire, or before an employee completes their benefits enrollment documents. The Union shall have time allotted during this training to share union information with SEIU represented employees.

(b) Agencies will establish a new employee orientation that includes thirty (30) minutes for a representative of the Union to share union information. If the Union representative is an employee of the Agency, the employee shall be given time off with pay to make the presentation. The new employee orientation will occur within thirty (30) days of hire. The Agency will provide the Union reasonable notice of the place and time of the new employee orientation. All SEIU-represented employees who are new to an agency shall attend a new employee orientation within thirty (30) days of hire.

Section 9. Upon notice to their immediate supervisor, Union Stewards will be granted mutually agreed upon paid time off during regularly scheduled working hours:

(a) to investigate and process grievances;
(b) to represent bargaining unit employees in investigatory interviews;
(c) to be present upon request when an employee is reporting inappropriate workplace behavior through the process set forth in DAS or Agency policy; and
(d) to be present, upon request, when an employee is reporting discrimination or harassment in the workplace through the process set forth in DAS policy; and
(e) to be present upon request when an employee is attending an ADA accommodation request meeting.

If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate supervisor shall, within the next workday, arrange a mutually satisfactory time for the requested activity. Upon request of an employee who has received a written disciplinary action, a Union Steward may use Agency time to investigate the disciplinary action before the filing of a written grievance pursuant to Article 21 of the Agreement. Request for the use of Agency time to meet with the employee or communicate by telephone, if the employee is not at the same worksite, shall be pursuant to Article 10 and 10.1-10.5 of this Agreement.

Section 10. Union Stewards will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees in investigatory interviews as described in Article 20 and Article 21 during their regularly scheduled hours of employment. Union Stewards who are working a mandated shift in an overtime status shall be compensated at the overtime rate of pay for any pre-scheduled investigatory meeting or grievance meeting requiring their attendance that is scheduled during that shift. Union Stewards who are working a voluntary or mandated shift in an overtime status shall be compensated at the overtime rate of pay when representing a bargaining unit employee in an investigatory meeting, at the request of management or Human Resources. Only one (1) Union Steward will be in pay status for any one (1) grievance except where a grievance involves employees in more than one (1) Agency or where another Steward within the same Agency and work location accompanies a Steward in training. The Steward in training may have another Steward accompany them through two (2) investigatory processes and to attend meetings with management related to a maximum of two (2) grievances during their regular working hours. Supervisors may request that Stewards maintain and submit a monthly activity report of work time spent investigating and processing grievances.

The Union shall indemnify and the Union and President 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 Section.

Section 11. The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances or distributing Union material outside their scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward in the processing of grievances.

Section 12. Union Stewards and/or sublocal officers may be granted twelve (12) hours of paid time off per calendar year during regularly scheduled working hours at a mutually agreed upon time to attend meetings or trainings that pertain to labor-management issues, collective bargaining updates, or any other non-political topics.

Section 13. Official Union delegates and members of the SEIU Local 503, OPEU, Board of Directors, including assistant directors, shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's biennial General Council and the SEIU quadrennial International Convention.

The Union shall notify the DAS Labor Relations Unit of the names of official delegates and board members who shall attend General Council, at least thirty (30) days in advance of the date of the General Council. The Labor Relations Unit will notify the SEIU-represented agencies and refer them to an on-line location to review the electronic list to use in granting the leave pursuant to this provision. In the event there are modifications to the notification, the Union agrees to send the modification request directly to the Agency. In emergency situations where the Union is unable to provide thirty (30) days advance notice, delegates and board members shall be granted leave with less than thirty (30) days notice unless, by granting such leave, the Agency will suffer undue hardship.

Subject to the employee's work unit operating requirements, official Union Stewards shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's annual Steward Conference. Such request will be submitted in writing at least ten (10) workdays before the conference.

The Union President or Executive Director shall, at their request, be given release time from their position for a period not to exceed the term of their office for the performance of Union duties directly related and central to the collective bargaining relationship. However, if the Union President 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. The Union shall, within thirty (30) days of payment to the President or Executive Director, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other Employer-related costs. The Union shall indemnify and the Union and President or Executive Director 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 Section.

In addition to any leave for General Council and the SEIU quadrennial International Convention, each of the Union's other statewide officers, including Vice President, Secretary, and Treasurer, shall, with prior approval from their supervisor, be given release time from their position for up to four (4) hours per month during the term of their office for the performance of Union duties directly related and central to the collective bargaining relationship. The Union shall, within thirty (30) days of payment to the statewide officer, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other Employer-related costs. The Union shall indemnify and the Union and statewide officer 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 Section.

Section 14.

(a) Upon timely request, the Department of Administrative Services shall make available at no cost to the Union the latest copy of any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure reports relative to employment and benefits currently produced by the Department of Administrative Services which do not require manual or machine editing to remove confidential data or non-SEIU Local 503, OPEU bargaining unit employee data. Such request must be made in advance of the preparation of the reports. If new and appropriate employee statistical and expenditure reports are produced by the Department of Administrative Services, the Department and the Union may mutually agree in advance to provide such reports at no cost.

(b) Upon request, the Department of Administrative Services shall make available to the Union at cost any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure data relative to employment and benefits which is possible to produce, although not normally produced, by the Department of Administrative Services. Data that are not normally produced, but possible to produce, include manual or machine editing of existing reports to remove confidential data or data on non-SEIU Local 503, OPEU bargaining unit employees or data or reports that require new development.

(c) New Employee Daily Reports. The Employer shall provide a daily report of new SEIU-represented workers where the hire business process has been successfully completed in the day prior. The report shall contain:

- Employee Name
- Classification Name and Number
- Agency
- Type of Appointment
- Employment Start Date
- Worksite Location Name
- Worksite Address
- Supervisor Name and Email Address
- Employee Identification Number/Oregon Identification (EIN/ORI)
- Employee Work Phone Number

- Employee Work Email
- Birthdate
- Home Address
- Personal Phone
- Reason for New Hire Record

Section 15. Dues Deduction.

(a) Upon written, electronic or recorded voice request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's salary and remitted to the Union. Additionally, upon written notice from the Union, authorized increases in Union dues in the form of special assessments, shall be deducted from the employee's salary and remitted to the Union according to this Section. Such notice shall include the amount and duration of the authorized special assessment(s). All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or for dues cancellations which an Agency receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded voice authorization records and will provide copies to the Employer upon request.

(b) The Union shall provide the Employer a list identifying the employees who have provided authorization for the Employer to make deductions from the employee's salary or wages to pay dues, fees, and any other assessments or authorized deductions to the Union.

(c) Dues Deduction Register. An alphabetical listing of dues deducted for the previous month for SEIU Local 503, OPEU members by Agency shall be forwarded electronically to the Union by the third workday for each month with the dues check. The listing shall be compiled and mailed by the Payroll centers (e.g., Joint Payroll) and shall list the employee's name (last, first, middle initial), Employee Identification Number, amount deducted, base pay, classification number, and representation code.

(d) Dues Adjustment Summaries for SEIU Local 503, OPEU Members. Summaries will be forwarded by the Agency payroll office to the Union by the tenth (10th) workday of the following month. The Dues Adjustment Summary will reconcile the previous month's remittance with the current month's remittance. The Dues Adjustment Summary will be an alphabetical listing and shall show the following:

- Name (last name first, full first name, middle initial)
- Formatted Employee Identification Number
- Prior month deduction
- Current month deduction
- Variance (difference between prior month deduction and current month)
- Reason for change in dues deduction amount (correction for previous month's error and explanation, salary increase, salary decrease, hourly, part-time, new member, cancellation, transfer to or from which Agency, layoff, retirement, termination, name change, leave of absence without pay, return from leave of absence without pay, end or beginning of season for seasonal employee).

The Union recognizes that the above information may require hand editing and/or notations. Therefore, only repeated errors or omissions will be considered a violation of this Section.

The Union shall notify the Agency payroll offices of any required corrections resulting from this Section.

(e) Timely Deductions. A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by close of business on the business day immediately preceding the twentieth (20^{th}) of each month. The Employer agrees that new or changed Union payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.

(f) The Agency shall continue to deduct dues from employees as long as the employee remains on the same designated payroll, except when the employee requests cancellation of the dues deduction in writing, including reemployed seasonals and employees recalled from layoff lists.

(g) Quarterly Audit. The Employer agrees to run an audit comparing the full list of all represented bargaining unit employees with Union deductions as provided for electronically by the Union. This audit shall take place at least quarterly or as mutually agreed upon in writing by the Parties.

(h) Upon return from leave of absence or leave without pay, the Agency shall reinstate the payroll deduction of Union dues from those workers who were having dues deducted immediately prior to taking leave.

(i) If a Union member transfers to another Agency represented by SEIU Local 503, OPEU, the gaining Agency will designate the employee as a transfer on the new employee list referenced in Section 14(c) if the gaining Agency is aware the employee has transferred. The employee need not complete a new membership application.

(j) Each payroll center shall provide monthly electronic data files of all SEIU Local 503, OPEU-represented employees and all SEIU Local 503, OPEU members which would contain the following information:

- Employee Identification Number
- Employee name
- Agency
- Home address
- Position number (when applicable)
- Salary range and current step

- Base pay
- Benefit pay (any nonworking time for which the employee is paid)
- Gross pay
- Premium pay (overtime, differentials, hazard duty pay)
- Dues amount deducted
- Designation (member, non-member, non-dues payer)
- Representation code
- Month and year of the pay period
- Birthdate
- CAPE Paid
- Issues Fund Paid
- Associate Dues Paid
- Classification Name and Number
- Hire or Change Job Reason
- Full or Part-Time Status
- Employee Exempt Status

Additionally, the Employer shall provide monthly electronic data from personnel data files of all SEIU Local 503-represented employees which contain the following information:

- Employee Identification Number
- Employee name
- Home address
- Supervisor Name and Email Address
- Agency
- Race/ethnicity (if available on the system)
- Gender identity (if available on the system)
- Home phone number
- Work phone number
- Work email address
- Hire date
- Service date
- Benefit service date
- Strikeable code
- Leave record code
- Leave record date
- Appointment type
- Worksite Name
- Worksite Address
- Supervisory Organization (division/program)
- Month and year of the personnel data

(k) Special Reports. Upon request, the payroll centers will make available to the Union at cost, on a timely basis the following reports:

(1) An alphabetical listing of the names of all SEIU Local 503, OPEU-represented employees within an Agency;

(2) An alphabetical listing of all SEIU Local 503, OPEU non-dues payers by Agency. These reports shall contain:

- Employee name;
- Employee Identification Number;
- Employee work phone number;
- Employee work email address;
- Classification with representation code;
- Report distribution code and definition code; and,
- Work City (if available)/County code.

(l) The Parties agree that if the Employer adopts a biweekly pay plan this Section of the Contract will be opened to negotiate any issues including but not limited to readjusting reports and due dates.

(m) The Union shall indemnify and hold the Employer harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.

(n) The Employer will bill the Union for any additional costs associated with preparing information not already specifically contained in this Article. Upon request, the Employer will meet with the Union to discuss the Employer providing an additional standard magnetic tape format for information the Union requires.

(o) Any additional information requested under this Section may be made electronically available to the Union where reasonably feasible.

Section 16. Other Deductions. Voluntary payroll deductions made to the Union for employee benefits will be submitted at the same time as regular dues deductions.

No later than the fifteenth (15th) of each month, the Union shall receive a benefit register for each benefit listing each employee, the amount deducted, and the purpose of the deduction.

Section 17. Unique Employee Identifier.

(a) The Employer will use "OR" as the two (2) character designation to be followed by a seven (7) digit number for its unique employee identifier (employee number).

(b) When the Union requests that the Employer resolve potential duplicate record issues, the Union will provide available information on that employee. The Employer will make every reasonable effort to aid the Union in resolving duplicate record issues using all information available to the Employer. The Employer will designate a contact person for duplicate record queries.

(c) The Employer, including authorized Agency staff, where appropriate, will respond to queries from SEIU Local 503, OPEU staff regarding represented employees. SEIU Local 503, OPEU staff will use the Employee Identification Number when making such inquiries.

REV: 2013, 2015, 2019, 2021,2023,2025

ARTICLE 10.3--UNION RIGHTS (ODOT Coalition)

Section 1. For purposes of new employee orientation, any presentation by the Union under this Section will be made by a Union employee, or by a Union Steward or another employee of the Agency designated by the Union who works at the location of the orientation. The Union will notify the Agency's Human Resources office as to the person identified as the presenter.

Section 2. A Union Steward system of employee representation is recognized. The function of the Union Steward shall be limited to investigating and processing grievances. Upon notice to their immediate supervisor, Union Stewards shall be granted one-half (½) hour at the end of their shift to investigate and process grievances without loss of pay or other benefits. If the grievant works on another shift which fronts the Union Steward's shift, the Union Steward shall be granted the one-half (½) hour at the beginning of their shift to investigate and process the grievance. Additional time or alternate scheduling may be arranged by mutual agreement between the immediate supervisor and the Union Steward. Presentation of grievances shall be at a time during the workday mutually agreeable between the Parties.

Section 3. The Union Steward selected shall be from the same Agency as the employee and shall have been designated by the Union, in writing, to serve as a Union Steward. If a Union Steward works in a location that is different than where the grievant works the Union Steward shall use the telephone or the virtual meeting platform the Agency provides to employees to investigate the grievance. Union Stewards may use Agency fax machines, scanners and email to appeal grievances at Step two or Step three of the grievance process. Faxes shall not exceed three (3) pages in length.

Section 4. ODOT, OPRD, ODFW Only.

(a) The Union will determine the number of stewards and distribution of stewards as long as the total number of stewards in any one work unit, based on direct supervisor of the steward, does not exceed two (2) stewards or twenty percent (20%) of the permanent employees (which does not include seasonal or limited duration) assigned to that work unit, whichever is greater.

(b) Only one (1) steward from any one work unit will be permitted to perform steward duties on paid status at any one time unless additional stewards are approved by mutual agreement with management.

(c) If the steward and the employee they are representing are not assigned to the same reporting station, the Union steward shall attend the meeting using the telephone or the virtual meeting platform the Agency provides to employees. If the employee is being represented by a steward on a virtual platform, then all parties may attend the meeting using a virtual platform. In circumstances where the manager, lead investigator or appointing authority is attending the meeting in person with the employee, the Union steward may attend the meeting in person and travel time is state paid time

Section 5. ODOA Only

The Union shall select one (1) Steward for purposes of representing Agency employees within the scope of authorized activities outlined in Articles 10, 20 and 21 of the Master Agreement. The Union agrees to notify the Agency in writing of its Stewards and provide updates as necessary. If the Union Steward works in an office that is different from where the grievant works, the Union Steward shall use the telephone to investigate the grievance.

Section 6. DOGAMI Only.

Union Stewards shall be selected by the Union within the following limitations:

- One (1) Steward from the Portland Office
- One (1) Steward from the Albany Office
- One (1) At-large Steward from any Office.

Section 7. Agriculture, Water Resources, OWEB Only.

(a) Union Stewards shall be allowed to wear Union Steward identification during working hours.

(b) Union Stewards shall be given reasonable time off during regularly scheduled working hours without loss of pay for:
  (1) Investigating and processing grievances;
  (2) Meeting with management related to a grievance;
  (3) A meeting not to exceed thirty (30) minutes with a grievant related to the grievance.

(c) If new employee orientation is not furnished by the Agency, the new employee's supervisor shall schedule, upon request, a time during working hours for a Union representative to orient the new employee(s).

(d) Union Stewards. Union Stewards shall be selected with the following limitations:
  (1) Water Resources—Four (4) Union Stewards unless the unit falls below sixty (60) employees and then not more than two (2) Union Stewards.

(2) Agriculture—Seven (7) Stewards.
(3) Oregon Watershed Enhancement Board—One (1) Steward.

ARTICLE 11--EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. The Employer agrees to provide to the Union the statistical and program evaluation information provided to management concerning Employee Assistance Program(s).

Section 2. No information gathered by an Employee Assistance Program may be used to discipline an employee.

Section 3. All bargaining unit employees shall be entitled to use accrued sick leave for participation in an Employee Assistance Program.

Section 4. The Agency will offer training to local Union Stewards on the Employee Assistance Program available in their Agency, on Agency time, where an Employee Assistance Program is available.

REV: 2023

ARTICLE 13--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.

When contracting-out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study to determine the potential costs, necessary expertise, FTE and other benefits which would result from contracting out the work in question. The feasibility study will include a summary of the pertinent information upon which the Employer based its decision to contract out the work. "Displaced" as used in this Article means when the work an employee is performing is contracted to another entity inside or outside state government and as result, the employee will no longer be employed. Agencies shall either use the form in Appendix H or another form, provided there is no substantive changes to the information contained in Sections F-K of the form in Appendix H.

Section 2. Upon request to an Agency, the Agency shall provide the Union with a report identifying contracts awarded to any group, individual, organization or business enterprise that could be appropriately performed by bargaining unit members in that Agency.

Section 3. 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. A copy of the feasibility study shall be sent with the notice to both SEIU Headquarters and DAS Labor Relations Unit. 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.

Section 4. If the Union's proposal would result in avoiding displacement of bargaining unit employees and meets the Agency needs outlined in the feasibility study, the Parties will agree in writing to implement the Union proposal.

Section 5. 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.

Section 6. Once an Agency makes a decision to contract out, it will either:

(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 is allowed by law and pertinent rules of eligibility. Pursuant to Article 70, Sections 9 through 12, 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 or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 45--Filling of Vacancies, this Article shall prevail.

(c) An employee may exercise all applicable rights under Article 70--Layoff, including prioritizing options (1), (2), (3) or (4), as described in Article 70 Section 2, if the employee finds option (a) or (b), as selected by the Employer, is unsatisfactory. The employee must select their Article 70 Section 2 options within five (5) calendar days pursuant to notification of (a) or (b) above.

REV: 2013, 2015,2023

ARTICLE 14--NEGOTIATIONS PROCEDURES

Section 1. Negotiations shall commence pursuant to Article 4 of this Agreement and the Parties will structure their Agreement per the four (4) Agency groups set forth below:

HUMAN SERVICES: Oregon Department of Human Services, Oregon Health Authority, Oregon Employment Department;

INSTITUTIONS: Oregon Youth Authority, Oregon Health Authority Institutions: Oregon State Hospital, Pendleton Cottage;

ODOT: Oregon Department of Transportation , Oregon Department of Forestry, Oregon Parks and Recreation Department, Oregon Department of Aviation, Oregon Department of Fish and Wildlife, Oregon Department of Geology and Mineral Industries, Department of Agriculture, Oregon Water Resources, Oregon Watershed Enhancement Board;

SPECIAL AGENCIES: Oregon Department of Justice, Oregon Department of Revenue, Higher Education Coordinating Commission, Workers' Compensation Board, Oregon Department of Consumer and Business Services, Bureau of Labor and Industries, Oregon Department of Veterans' Affairs, Oregon State Board of Nursing, Oregon Medical Board, Oregon Board of

Dentistry, Oregon Board of Pharmacy, Oregon Mortuary and Cemetery Board, Mental Health Regulatory Agency, Oregon Board of Medical Imaging, Oregon State Board of Massage Therapists, Oregon Occupational Therapy Licensing Board, Board of Examiners for Speech Language Pathology & Audiology, Oregon Board of Naturopathic Medicine, Oregon Department of Education (including Oregon School for the Deaf), Oregon State Library, Oregon State Treasury, Commission for the Blind, Oregon Public Employees Retirement System, Department of Administrative Services, Oregon Housing and Community Services, Oregon State Board of Examiners for Engineering and Land Surveying, Oregon Department of Early Learning and Care, and Oregon Teacher Standards and Practices Commission.

Section 2. The Union agrees, as a prior condition to the release of employees from work, to notify the Employer in writing of its members designated as representatives for negotiations.

(a) Central Table. The Employer agrees to grant leave with pay for up to twelve (12) employees, except for temporary employees, at a central bargaining table to represent the Union for actual negotiating table time including caucuses, negotiation work sessions, and a reasonable number of membership meetings relating to negotiations. There shall be no more than two (2) designated representatives from each Agency, unless the Employer and Union mutually agree to allow more than two (2) Negotiations at the Central Table will take place during normal business hours.

(b) Coalition Tables. For Coalition negotiations, the Employer agrees to unschedule, or grant paid time, for up to six hundred (600) total paid hours each month for up to one hundred and fifty (150) calendar days following the commencement of bargaining at the coalition tables for attendance at negotiations and a one (1) hour work session per each scheduled Coalition negotiation date. This includes travel time for attendance at negotiations and work sessions, provided the negotiations and work sessions and/or travel time occur during an employee's regular work schedule. Coalition tables will begin no later than February 15 or the closest business day thereto. The inclusion of paid time will not result in the employee receiving greater benefit than the employee would have received had the employee not attended the bargaining session. Should it become necessary for the Employer to replace or unschedule an employee scheduled for swing or graveyard shift so as to permit that employee to participate in collective bargaining negotiations, the Union agrees alternatively as follows:
    (1) Six (6) workdays notice shall be given by the Union to the Employer so as to allow the Employer to avoid payment of penalty pay for the schedule change of the replacement employee; or
    (2) If the Union does not give notice prescribed in (1) above, the Union shall reimburse the Employer for the penalty pay paid to the replacing employee.

Section 3. The Employer is not responsible for travel, per diem, overtime, or other benefits beyond that which the employee would have received had the employee not attended bargaining sessions.

Section 4. Subject in each case to prior approval by the Agency, the Employer further agrees to grant leave without pay to additional employees determined necessary by the Union to attend negotiating sessions.

Section 5. Ratification. It is understood that all tentative agreements at the table are subject to ratification by both Parties.

REV: 2013, 2015, 2019,2023,2025

ARTICLE 15--PARKING

The Employer agrees to advise the Union of any proposed change in parking rates at the State-owned or operated facilities as soon as the Department of Administrative Services has knowledge of an impending change.

ARTICLE 17.3G,H,I--AGENCY PERSONNEL RULES AND PRACTICES (Agriculture, Water Resources, OWEB)

Upon written request by the Union, the Agency will promptly furnish to it a written statement regarding its rules or policies on any specific employment matter or when they exist in written form, a copy thereof.

NEW: 2019

ARTICLE 18.3--REORGANIZATION NOTIFICATION (ODOT Coalition)

The Union will be advised of any major Agency reorganizations which may adversely affect an employee's pay and/or classification.

ARTICLE 19--PERSONNEL RECORDS

Section 1. The Chief Human Resources Office (CHRO) human resource information system is the system of record for all employee records and official employee personnel file documents for which there are appropriate document categories in the system.

The 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.

Upon reasonable notice, an employee may inspect the records, excluding any confidential reports from previous employers, in their official Agency employee personnel file(s) or supervisory working file. If the official personnel file or supervisory working file is stored at a different location, the Agency may, at its discretion, allow the employee to view the file at a location determined by the Agency, provide an electronic copy, or deliver a copy of the file to the employee for review within five (5) business days of their request. With the employee's written authorization, their Union Steward may inspect the employee's official personnel file, and supervisory working file, consistent with the time requirements provided herein. If the supervisory working file cannot be made available due to the absence of a supervisor, extensions of up to ten (10) business days will be granted.

No grievance material shall be kept in an employee's official personnel file.

Section 2. No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign material to be placed in their official 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. The employee's signature does not indicate agreement or disagreement with the contents of this material."

If an employee is not available within five (5) working days or refuses to sign the material, the Agency may place the material in the file, provided a statement has been signed by two (2) management representatives and a copy of the document was mailed certified to the employee at their address of record or hand delivered to the employee.

Section 3. Employees shall be entitled to prepare and provide copies of any written explanation(s) or opinion(s) regarding any critical material placed in their official personnel file or supervisory working file. The employee's explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record or supervisory working file so long as the critical materials remain in the file.

Section 4. An employee may include in their official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits, and other material which relates creditably on the employee. This material shall be retained for a minimum of three (3) years except that licenses, certificates, or college credit information may be retained so long as they remain valid and relevant to the employee's work.

Section 5. Material reflecting caution, consultation, warning, admonishment, and reprimand shall be retained for a maximum of three (3) years. Such material shall, at the employee's request, be removed after twenty-four (24) months, provided there has been no recurrence of the problem or a related problem in that time. Removal prior to twenty-four (24) months will be permitted when requested by an employee and if approved by the Appointing Authority.

Material removed from an employee's official personnel file may not be referenced in future disciplinary actions, or other related correspondence from the employer

Material relating to disciplinary action recommended, but not taken, or disciplinary action which has been overturned and ordered removed from the official personnel file(s) on final appeal, shall be removed.

Incorrect material will be removed, upon request, from an employee's personnel file.

Section 6. Upon written request by the employee, the Agency will make a good faith effort to return material removed from the official personnel file to the employee. A copy of the request will be maintained in the official personnel file.

Section 7. When DAS or an Agency receives a subpoena or request for an employee's personnel records, except for an inquiry as result of a criminal law complaint or request for verification of employment and salary, DAS or the Agency shall provide notification to the employee of the subpoena or request, who has made it, and the reason for the subpoena or request if known.

Section 8. When DAS receives a statewide records request for employee-related public information releasable per statute, DAS shall provide notification to Agencies that such request has been made. Individual employees may work with their Agency to receive notification of said request(s).

REV: 2019, 2021,2025

ARTICLE 19T--PERSONNEL RECORDS (Temporary Employees)

Section 1. The Chief Human Resources Office (CHRO) human resource information system is the system of record for all employee records and official employee personnel file documents for which there are appropriate document categories in the system.

The 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.

Upon reasonable notice, an employee may inspect the records, excluding any confidential reports from previous employers, in their official employee personnel file(s); provided that, if the official personnel file including paper documents as described above, is kept at a separate facility, the employee shall, at the Agency's discretion, either be allowed to go where the file is kept or the file will be brought to the employee for review within five (5) days of their request. With the employee's written authorization, their Union Representative may inspect the employee's official personnel file, consistent with the time requirements provided herein.

No grievance material shall be kept in an employee's official personnel file.

Section 2. No information reflecting critically upon an employee shall be placed in the employee's official personnel file without a copy being provided to the employee in person or by mail at the last known address.

Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in their official personnel file. The employee's explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record so long as the critical materials remain in the file. Where the personnel records are maintained in a different format, the explanation or opinion will be placed next to or in closest possible proximity to the critical material.

Section 3. Supervisory Working Files. With reasonable advance notice, an employee shall be allowed to inspect their working file that is maintained by their supervisor.

Section 4. When DAS or an Agency receives a subpoena or request for an employee's personnel records, except for an inquiry as result of a criminal law complaint or request for verification of employment and salary, DAS or the Agency shall

provide notification to the employee of the subpoena or request, who has made it, and the reason for the subpoena or request if known.

Section 5. When DAS receives a statewide records request for employee-related public information releasable per statute, DAS shall provide notification to Agencies that such request has been made. Individual employees may work with the Agency to receive notification of said request(s).

REV: 2019, 2021

ARTICLE 20--INVESTIGATIONS, DISCIPLINE, AND DISCHARGE

Section 1. The principles of progressive discipline shall be used when appropriate. Discipline shall include, but not be limited to: written reprimands; reduction in pay;* demotion; suspension without pay*; and dismissal. Discipline shall be imposed only for just cause.

*For FLSA-exempt employees, except for penalties imposed for infractions of safety rules of major significance, no reduction in pay and only suspensions without pay in one (1) or more full workweek increments unless or until FLSA restrictions on economic sanctions for exempt employees are eliminated by statute or a court decision the State determines dispositive. Safety rules of major significance include only those relating to the prevention of serious danger to the Agency, or other employee.

Section 2. The Employer is committed to conducting investigations in a timely manner. Agencies will make reasonable efforts to begin the investigatory process on potential disciplinary issues within thirty (30) days of becoming aware of the issue. However, the Parties recognize that circumstances and complexities of individual cases may delay initiation of an investigation.

Section 3. Investigatory Interviews.

(a) The employee's Union Steward shall be granted paid time off during regularly scheduled working hours at a mutually agreed upon time to represent the employee in the investigatory interview (See Article 10, Sections 10 and 11).

(b) The Employer's notification to the employee of the investigatory interview shall include the nature of the investigation.

(c) Both the Employer and the Union shall have the right to record investigatory interviews.

Section 4. Weingarten Rights. Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local Union Steward or Organizer before the interview, but such designation shall not cause an undue delay.

(See Last Chance Agreements, Article 21, Section 11).

Section 5. Suspension With Pay or Duty Stationed at Home Pending an Investigation by the Agency's Human Resource Office. The employee and their steward of record shall be notified in writing of the initial reason for the action within three (3) business days of the effective date of the action. If there is not a steward of record, the Union will receive the notification. The Agency will conduct the initial interview with the employee within thirty (30) calendar days of notification of the action. The investigation shall be completed within one hundred and 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 which shall be no more than thirty (30) days at a time.

Section 6. The Agency shall give the employee under Weingarten investigation, and their steward of record, notification of the status of the Agency's investigation, every thirty (30) days until completed. The investigation shall be completed within one hundred and 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 which shall be no more than thirty (30) days at a time. 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.

Section 7. When an Agency is considering dismissal for a regular status employee, the employee and their steward of record shall be given a written pre-dismissal notice. Such notice shall include the then 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 at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice is received or, at the option of the employee, by written response by that date. The employee shall be permitted to have an official representative present. At the discretion of the Appointing Authority, the employee may be suspended with or without pay or be allowed to continue to work as specified in the pre-dismissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and right to present mitigating circumstances to the Appointing Authority or designee.

Section 8. Dismissal, Reduction, Suspension Without Pay, Demotion, Written Reprimands, and any other form of Discipline.

(a) An employee, and their steward of record, shall receive written notice of the discipline with the specific charges and facts supporting the discipline at the time disciplinary action is taken.
Copies of pre-dismissal and dismissal notices will be sent to the Union headquarters (Salem) within five (5) calendar days of being issued to the employee. When the form of discipline is a dismissal, management will attempt to contact the employee or steward of record verbally to notify them of the decision.
Suspensions with pay will not be recorded in employee personnel files nor in any manner used against an employee if no disciplinary action is subsequently taken.

(b) The Employer will make a good faith effort to have the following statement appear on all dismissals and disciplinary notices covered in Section 4(a) above:

If you choose to contest this action you have a right to be represented by the SEIU Local 503, OPEU. SEIU must file an appeal within thirty (30) calendar days from the date of the discipline in accordance with Article 21.

Failure to include this statement will not void the actions.

Section 9. Employees in initial trial service with the State shall have no right to appeal removals from state service under this Article. Employees in trial service as a result of a lateral transfer or promotion who are returned to their former classification shall have no right of appeal under this Article for such removal. However, an employee in trial service as a result of a lateral transfer or promotion who is dismissed from state service may have their dismissal appealed by the Union under this Article.

Section 10. When an employee is the subject of an investigation that could implicate the employee in criminal activity, their Garrity rights shall be observed.

Section 11. All notifications to employees covered by this Article shall include information about how employees can utilize services provided by EAP.

Section 12. Failure to send copies of any discipline, pre-dismissal or dismissal to the Union or steward of record will not void the actions.

REV: 2013, 2021,2023

ARTICLE 20.2—INVESTIGATIONS, DISCIPLINE, AND DISCHARGE (Institutions Coalition)

Upon request, the employee and the employee's representative may view any video recording that is used as evidence in any disciplinary action taken against the employee.

NEW: 2023

ARTICLE 21--GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the terms or conditions of this Agreement.

Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated and clear explanation of the alleged violation, sufficient to allow processing of the grievance. Grievances shall be filed through the appropriate steps of this procedure on the Official Statement of Grievance Form. Except during the initial thirty (30) calendar day filing period at Step 1 or Step 2, whenever a grievance is properly filed at that step, and provided there has been no response from Agency management to the filed grievance, the Union shall not expand upon the original elements and substance of the written grievance. The Union may add other relevant Articles to the list of Articles allegedly violated at Step 2.

Grievance Steps:

All grievances shall be filed within thirty (30) calendar days of the date the grievant or the Union knows, or by reasonable diligence should have known, of the alleged grievance. In cases where a grievant is a steward, the grievant cannot be the steward of record.

Step 1. The grievant(s), with Union representation, shall file the grievance with their supervisor or a manager, whichever is appropriate for their work unit. Upon request of either Party, the Parties will meet to discuss the grievance. The supervisor/manager shall respond in writing to the grievant(s) with a copy to the Union within fifteen (15) calendar days from the receipt of the grievance.

All Step 1 grievance settlements are non-precedential and shall not be cited by either Party or their agents or members in any arbitration or fact-finding proceedings now or in the future. Step 1 grievance settlements shall be reduced to writing and signed by the grievant and supervisor/manager. Actions taken pursuant to Step 1 settlement agreements shall not be deemed to establish or change practices under the Collective Bargaining Agreement, including but not limited to Article 5, or ORS Chapter 243, and shall not give rise to any bargaining or other consequential obligations.

Step 2. When the response at Step 1 does not resolve the grievance, the grievance must be filed by the Union within fifteen (15) calendar days after the Step 1 response is due or received, whichever is earlier. The appeal shall be filed in writing to the Agency Head or their designee, who shall respond in writing with a copy to the Union within fifteen (15) calendar days or thirty (30) calendar days for discipline, after receipt of the Step 2 appeal. Upon request of either Party, the Parties will meet to discuss the grievance.

"Agency Head" as used in this Section shall normally mean the appointed or elected executive head of the Agency, except as follows:

- Licensing Boards—Chief Administrative Officer
- OHA Institutions—Institution or Facility Superintendent

Step 3. Failing to settle the grievance in accordance with Step 2, the appeal, if pursued, must be filed by the Union and received by the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after the Step 2 response is due or received, whichever is earlier. The Labor Relations Unit shall schedule a meeting to occur within thirty (30) calendar days of receipt of the grievance, unless mutually agreed otherwise. The Labor Relations Unit shall respond in writing with a copy to the Union within fifteen (15) calendar days from the date of the Step 3 meeting. If the Union wishes to pursue a grievance involving only temporary employees beyond Step 3, the issue must first be submitted to grievance mediation. The request to initiate mediation shall be submitted by the Union to the Labor Relations Unit within fifteen (15) days of the Step 3 response.

Step 4. Grievances which are not satisfactorily resolved at Step 3 may be appealed to arbitration. If the Union intends to appeal to arbitration, the appeal must be received by the Labor Relations Unit of the Department of Administrative Services within forty-five (45) calendar days after the Step 3 response was due or received, whichever is earlier. If the Union has filed a notice of intent to arbitrate a grievance, a letter from the Union requesting an arbitrator shall be sent to the Labor Relations Unit within sixty (60) days of such notice or the grievance will be deemed withdrawn.

All grievances shall be processed in accordance with this Article and it shall be the sole and exclusive method of resolving grievances, except for the following Articles:

- Article 2 – Recognition
- Article 5 – Complete Agreement/Past Practices
- Article 21 – Grievance and Arbitration Procedure, Section 4
- Article 22 and 22T – No Discrimination
- Article 56 and 56T – Sick Leave (FMLA/OFLA)
- Article 81 – Reclassification Upward, Reclassification Downward, and Reallocation
- Article 101 and 101T – Safety and Health, Section 9 (101) and Section 2 (101T)
- Article 138 – Working Remotely
- LOA 27.00-19-325 – Equal Pay

Section 2. Timelines specified in this and the above-referenced Articles shall be strictly 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 grievance record. "Filed" for purposes of Step 1 through Step 4 grievances shall mean postmarked (dated by meter or U.S. Post Office), date of email or other electronic format, or fax received by close of the business day or actual receipt.

Grievance filings and appeals shall include the grievance form, and in the case of appeals, management responses at the previous step. Any other documentation may be presented at the grievance meeting or submitted electronically.

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, whichever is earlier.

If at any step of the grievance procedure, the Employer fails to issue a response within the specified timeline, the grievance may be advanced to the next step of the grievance procedure. The grievance must be filed at the next step within the specified timeline outlined in Section 1. If the grievant or Union fails to meet the specified timeline, the grievance will be considered withdrawn and it cannot be resubmitted.

Grievance steps referred to in this Article may be waived by mutual agreement in writing. Such written agreements shall become part of the grievance file.

Section 3. When required by the Employer to investigate the grievance, any time spent by employee(s) to attend meetings during regular working hours, shall be considered as work time.

Section 4. Group Grievances. Where there are group grievances in Agencies involving two (2) or more supervisors, such grievances shall be filed and processed in accordance with Step 2 of the grievance procedure. When a grievance involves employees in more than one (1) Agency, such grievance shall be filed and processed in accordance with Step 3 of the grievance procedure. The Union shall provide a copy of the Step 3 grievance to all agencies included in the group grievance. The grievance shall specifically enumerate, by name, the affected employees, when known. Otherwise, the affected employees will be generically described in the grievance.

Section 5. Grievances shall be processed as follows:

TIME TO FILE: Thirty (30) calendar days for initial filing	
PLACE TO FILE	**TYPE OF GRIEVANCE**
SUPERVISOR/MANAGER (Step 1)	• All grievances/contract violations not specified below
AGENCY HEAD OR DESIGNEE (Step 2)	• Article 20--Discipline/Discharge • Article 21, Section 4--Group Grievances involving multiple supervisors in one Agency • Article 22 and 22T--Discrimination • Article 56 and 56T--Sick Leave FMLA/OFLA • Article 81--Reclass Down • Article 101--Safety and Health, Section 9* • Article 101T--Safety and Health, Section 2*
DAS, LABOR RELATIONS UNIT (LRU) (Step 3)	• Article 21, Section 4--Group Grievances involving multiple Agencies

* Grievances alleging violations of Article 101T, Section 9 and Article 101T Section 3 may only be filed if a) An Agency has not maintained an internal complaint procedure that included an escalation process b) the internal complaint procedure is not included in new employee onboarding, or c) an employee believes they have been subject to retaliation for filing a complaint, providing a statement, or otherwise participating in the administration of the internal complaint process.

See Appendix F for detailed table on grievance filing.

Section 6. Arbitration Selection and Authority.

(a) The Parties agree to establish a panel of arbitrators. The arbitrators shall be assigned on a rotational basis in the order set out on the arbitrator list. Through mutual agreement, the Parties may elect to modify the list of arbitrators.

(b) Upon Labor Relations' receipt of a letter of intent to arbitrate and subsequent approval to proceed to arbitration from the SEIU Local 503, OPEU, a calendar for potential date selection will be offered which includes the three (3) month period beginning the second full month after receipt of the approval to proceed correspondence. However, when the

arbitrator originally selected is unable to schedule a hearing within the three (3) month period, the next arbitrator in rotation will be sent the same dates to schedule the hearing. In instances where the Parties agree to consolidate cases, meaning combining a related disciplinary action with a pending arbitration case, the arbitrator assigned to handle the first case will also be assigned to handle the subsequent matter. Arbitrators will use cancellation days and any unused scheduled days for writing awards on any outstanding cases under this Agreement. Cancellation fees will be applied toward any writing days.

(c) Within fifteen (15) calendar days of receiving confirmation of an appeal of a grievance to arbitration, the Labor Relations Unit shall assign the next arbitrator on the list for selection and shall simultaneously notify the interested Parties of such assignment.

(d) Representatives of each Party, in conjunction with the chosen arbitrator, shall mutually select dates for arbitration within a reasonable period of time.

(e) The arbitrator shall have the authority to hear and rule on all issues which arise over substantive or procedural arbitrability. Such issues, if raised, must be heard prior to hearing the merits of any appeal to arbitration. Upon motion by either Party that there exists issues involving substantive or procedural arbitrability, the arbitrator shall hear the arbitrability issue(s) first and the Parties shall make oral closing statements. The arbitrator shall issue a bench ruling by the end of the business day. When the arbitrator determines that the case is not arbitrable, the decision shall be affirmed in writing within seven (7) calendar days from the close of the hearing. If the grievance is arbitrable, the Parties shall continue with the hearing that day or the next business day, as time permits. In cases where arbitrability is affirmed, the arbitrator's award will include written findings on arbitrability.

(f) The Parties agree that the decision or award of the arbitrator shall be final and binding on each of the Parties. The arbitrator shall issue their decision or award within thirty (30) calendar days of the closing of the hearing record. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement. The arbitration will be handled in accordance with the rules of the American Arbitration Association.

(g) The Employer and the Union will develop stipulations of fact and use affidavits and other time-saving methods whenever possible and when mutually agreed upon in all cases proceeding to arbitration.

(h) The Parties shall split the arbitrator's charges equally. All other expenses shall be borne exclusively by the Party requiring the service or item for which payment is to be made. If either party cancels the arbitration hearing, the canceling party will pay the arbitrator fees unless mutually agreed otherwise.

(i) Arbitrations for cases involving Articles exclusively applying to temporary workers shall be processed using the expedited grievance procedure outlined in Section 7 of this Article.

Section 7. Expedited Arbitration Procedure. The expedited procedure shall be used for either grievances involving Articles exclusively applying to temporary workers or, with the mutual agreement of the Employer and Union, for other grievances. For grievances that do not involve Articles exclusively applying to temporary workers, either the Employer or Union may request in writing that the expedited arbitration procedure be used at the time the Parties are scheduling dates with the arbitrator.

(a) The Employer and Union will develop a stipulation of facts and use affidavits and other time-saving methods whenever possible and when mutually agreed upon.

(b) Case presentation will be limited to preliminary opening statements, brief recitation of facts, witness presentation and closing oral argument. No post hearing briefs shall be filed or transcripts made. The hearing will be completed within one (1) business day unless otherwise agreed upon by the Parties.

(c) 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.

(d) The arbitrator may issue, at their discretion, 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 the hearing excluding weekends and holidays.

(e) All decisions shall be final and binding on the Employer and Union. An arbitration award will be non-precedential if mutually agreed upon by the Parties before the hearing starts. The arbitrator's award shall be based on the record and shall include a brief explanation of the basis for the award.

Section 8. Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local Union Steward or Organizer before the interview, but such designation shall not cause an undue delay.

Section 9. A grievant shall be granted leave with pay for appearance before the Employment Relations Board or arbitration, including the time required going and returning to their headquarters. The Union Steward of record shall be granted leave with pay to attend the actual Board or arbitration hearing. The Steward shall not be eligible for overtime, travel expenses, penalty payments or premium payments as a result of this Section.

Section 10. No reprisals shall be taken against any employee for exercise of their rights under the provisions of this Article.

Section 11. Information requests concerning grievances shall be sent to the Agency Human Resources Office or Union. The request(s) shall be specific and relevant to the grievance investigation. The Agency Human Resources Office/Union will provide the information the requesting Party is lawfully entitled to within a reasonable amount of time. Reasonable costs shall be borne by the requesting Party. The requesting Party shall be notified of any costs before the information is compiled.

Notwithstanding Article 19--Personnel Records, and upon the Union's written request, the Agency, within a reasonable period of time, will provide a listed summary of redacted Agency-issued disciplinary actions or redacted disciplinary letters, whichever is requested by the Union.

Section 12. The Parties acknowledge that an Agency, at its own discretion, may offer a last chance agreement to an employee. Last chance agreements will be signed by the employee and the Union unless the employee affirms in writing that the Union not be a Party to the agreement. Such agreement, if offered, shall include the conditions, consequences of failure and term of agreement. Employees shall have seventy-two (72) hours to review the last chance agreement prior to signing it. Any discipline associated with the offered agreement will be issued separately from the agreement. The last chance agreement will be removed from the employee's personnel file upon its expiration. This Section does not apply to temporary employees.
(See also Human Services Coalition Letter of Agreement 21.1C-99-07 in Appendix A.)

REV: 2013, 2015, 2019, 2021,2023,2025

ARTICLE 22--NO DISCRIMINATION

Section 1. It is the policy of the Employer and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, mental or physical disability, or any other protected class under State or Federal law. Neither will the Employer discriminate based on gender identity or sexual orientation. To this end, the Parties further agree to apply the provisions of this Agreement equally to all employees in the bargaining unit without regard to their status in any of the categories specified above and to support application of federal and state laws and regulations, where applicable.

Section 2. Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the Employer, Union, or other bargaining unit members. Unwelcome sexual advances, requests for sexual favors, and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when:

(a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
(b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
(c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 3. Any alleged violations of Article 22 may only proceed to the Agency Head or designee level, and are not arbitrable. Grievances alleging any form of discrimination as listed in Section 1 will be submitted in writing within thirty (30) days of date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance, directly to the Agency Head or designee as defined or used in Article 21, Section 5. Upon receipt of the grievance, an evaluation shall be conducted to determine whether safeguards are necessary and, if so, what safeguards should be implemented. The evaluation for safeguards may be modified and updated as needed based on new information that might be discovered as the investigation progresses. The Agency Head or designee shall respond within thirty (30) calendar days after receipt of the grievance.

Section 4. Discrimination grievances may be submitted by the Union or the grievant to the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time.

(NOTE: Time lines for filing tort claims notice or legal actions are not suspended by filing a grievance under this Article. This note is for information only and is not part of the contract.)

Section 5. Each Agency will maintain an internal complaint procedure that includes an escalation process for the statewide Discrimination and Harassment Free Workplace Policy. The internal complaint procedure will be included in new employee onboarding. Upon receipt of a complaint, an evaluation shall be conducted to determine whether safeguards are necessary and, if so, what safeguards should be implemented. The evaluation for safeguards may be modified and updated as needed based on new information that might be discovered as the investigation progresses. Any alleged violations of the statewide Discrimination and Harassment Free Workplace Policy are not subject to the grievance and arbitration procedure outlined in Article 21.
(See Letter of Agreements 22-00-23-461 & 22.00-23-463 in Appendix A).

REV: 2025

ARTICLE 22T--NO DISCRIMINATION (Temporary Employees)

Section 1. It is the policy of the Employer and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, mental or physical disability, or any other protected class under State or Federal law. Neither will the Employer discriminate based on gender identity or sexual orientation. To this end, the Parties further agree to apply the provisions of this Agreement equally to all employees in the bargaining unit without regard to their status in any of the categories specified above and to support application of federal and state laws and regulations, where applicable.

Section 2. Any alleged violations of Article 22T may only proceed to the Agency Head or designee level, and are not arbitrable. Complaints alleging any form of discrimination as listed in Section 1 will be submitted in writing within thirty (30) days of date the complainant or the Union knows or by reasonable diligence should have known of the alleged discriminatory act, directly to the Agency Head or designee. Upon receipt of the grievance, an evaluation shall be conducted to determine whether safeguards are necessary and, if so, what safeguards should be implemented. The evaluation for safeguards may be modified and updated as needed based on new information that might be discovered as the investigation progresses. The Agency Head or designee shall respond within thirty (30) calendar days after receipt of the grievance.

Section 3. Discrimination complaints may be submitted by the Union or the complainant to the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time.
Section 4. Each Agency will maintain an internal complaint procedure that includes an escalation process for the statewide Discrimination and Harassment Free Workplace Policy. The internal complaint procedure will be included in new employee onboarding. Upon receipt of a complaint, an evaluation shall be conducted to determine whether safeguards are necessary and, if so, what safeguards should be implemented. The evaluation for safeguards may be modified and updated as needed based on new information that might be discovered as the investigation progresses. Any alleged violations of the statewide Discrimination and Harassment Free Workplace Policy are not subject to the grievance and arbitration procedure outlined in Article 21.
(See Letter of Agreements 22-00-23-461 & 22.00-23-463 in Appendix A).

REV: 2025

ARTICLE 23T--PUBLIC COMPLAINT INVESTIGATION (Temporary Employees)

If an Agency receives a complaint against an employee and the Agency chooses to conduct an investigation of the matter, the Agency shall notify the employee of the investigation. Such notice is not required in instances involving criminal investigations, undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

ARTICLE 23.3--PUBLIC COMPLAINT INVESTIGATION (ODOT Coalition)
Section 1. If an Agency receives a complaint against an employee and the Agency chooses to conduct an investigation of the matter, the Agency shall notify the employee of the investigation. Before the investigation is completed, the employee shall be given an opportunity to provide information they deem relevant. Such notice is not required in instances involving criminal investigations, undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.
Section 2. If an Agency chooses to remove the employee from their assignment during the investigation, the employee may be assigned other duties not related to their normal work assignments.
Section 3. Upon conclusion of the investigation, the Agency shall advise the employee of the results of the investigation and whether the Agency intends to take any action against the employee as a result of the investigation.

ARTICLE 23.3G,H,I--CLIENT COMPLAINT INVESTIGATION (Agriculture, Water Resources, OWEB)
Section 1. When the Agency receives a complaint of probable merit against an employee from a client or other source external to the Agency that concerns a violation of law, rules, policy, or procedure, or inappropriate conduct, an investigation may be made. The employee will be notified of such a complaint and pertinent facts within one (1) week of its receipt by the Agency. If after initial review a comprehensive investigation is undertaken, before the investigation is completed, the employee shall be given an opportunity to provide information they deem relevant. Such notification and opportunity is not required in instances involving criminal investigations, undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.
Section 2. If the Agency chooses to remove an accused employee from their work assignment during an investigation, the employee may be assigned other duties not related to their normal work assignments or suspended pending final decision.
Section 3. For Union representation, see Article 20, Section 8.
Section 4. If available, the Agency shall give the involved employee(s) written notification of the result of the Agency's investigation of non-criminal complaints upon request of the employee. Such notification is not required in instances involving undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

REV: 2019

ARTICLE 26--DIFFERENTIAL PAY
Section 1. Geographic Area Pay.
(a) Classifications C4001, C4003, C4004, C4005, C4007, C4008, C4009, C4018, C4020, C4021, C4116:
Prevailing basic rates in specific geographic areas for employment of limited duration less than one hundred and twenty (120) days will be approved. Employees paid at such rates will not be eligible for vacation, sick leave, or holiday benefits. Such rates will be paid only for construction work.
(b) A differential, not to exceed twenty-five percent (25%) over the base rate, may be paid a permanent, nonresident classified employee upon request of the Appointing Authority. The amount of the differential must be approved by administrators of the Budget Division and Labor Relations Unit. An employee would not be entitled to a per diem expense allowance in lieu of the differential.

Section 2. Special Duty Pay.
(a) High Work Differential: When an employee is required to perform work more than six (6) feet directly above the ground or water and is required to use personal fall arrest systems, personal fall restraint systems or boatswain chairs, the employee shall receive a high work differential.
Rate: One dollar and fifty cents ($1.50) per hour.

(b) UBIT Differential: When an employee is required to operate an under bridge inspection truck (UBIT), the employee shall receive four dollars ($4.00) per hour for all hours worked performing these duties. When applied, the differential includes all time worked on the job site, but not travel time to and from the job site.

(c) Forestry employees who work from light fixed-wing aircraft or helicopters for work assignments involving flying grid patterns or low-altitude spotting shall receive a differential of one dollar and fifty cents ($1.50) per hour for actual air-time time only.

Employees who are being transported to a job site, normal courier duties, point-to-point travel, or similar circumstances shall not qualify for this differential. (Pilots are excluded from any part of this provision.)

(d) Diving Differential:

Eligibility: Employees whose work assignment requires the use of self-contained underwater breathing apparatus or other sustained underwater diving equipment and who pass current certification for the use of such equipment will receive a differential of five dollars ($5.00) per hour or any fraction thereof, for actual diving time.

(e) ODOT DMV and/or ODOT IS Inmate Differential. DMV employees regularly assigned, and ODOT IS employees who are temporarily assigned, to work directly with inmates inside the security fences at State of Oregon correctional facilities will receive a five percent (5%) pay differential. The employees will receive this additional five percent (5%) above their current rate of pay for all hours worked during this assignment.

(f) ODOT Only: An employee who is selected by management and assigned, in writing, to instruct or facilitate specific training identified by management shall receive an additional one dollar ($1.00) per hour above their current rate of pay for all hours they are conducting this training. Employees are not eligible for the one dollar ($1.00) per hour differential when they are mentoring or providing on-the-job training to a co-worker.

Section 3. Special Qualifications Pay.

(a) Medical Consultants: Medical Consultants (U7538) working in the ODHS-DDS program shall receive a Board Certification differential of an additional seven and one-half percent (7.5%) for the first Board Certification in one (1) specialty held and ten percent (10%) if two (2) or more specialty certifications are held. This differential will only be paid for those specialties or certifications recognized by the American Board of Medical Specialties, American Osteopathic Association, American Board of Professional Psychology, American Board of Professional Disability Consultants, National Board of Physicians and Surgeons or American Board of Medical Psychotherapists.

(b) Bilingual: A differential of five percent (5%) over base rate will be paid to employees in positions which specifically require bilingual skills (i.e., translation to and from English to another foreign language or the use of sign language*) as a condition of employment. The interpretation and translation skills must be assigned and contained in an employee's individual position's position description. Only employees receiving a bilingual or multilingual differential will be required to provide interpretation or translation services on behalf of their Agency.

*NOTE: This differential will be paid to School for the Deaf employees excluding intermittents whose assignments require the use of sign language. Such payment will be made in accordance with the level of proficiency assigned by management, beginning the first day of the month following the employee's successful evaluation of the expected sign skill level for their position. Employees in the other Agencies will be paid this differential only when such bilingual sign requirements are assigned.

(c) Multilingual: A differential of ten percent (10%) over base rate will be paid to employees in positions which require multilingual skills (i.e., translation to and from English to two (2) or more foreign languages*) as a condition of employment. The interpretation and translation skills must be assigned in writing for multiple languages and must be contained in an employee's individual position's position description. Only employees receiving a bilingual or multilingual differential will be required to provide interpretation or translation services on behalf of their Agency.

*NOTE: American Sign Language will count as one (1) of the two (2) foreign languages for purposes of the multilingual differential.

(d) Certified Bridge Worker: Employees in the classifications of Transportation Maintenance Specialist 2 (C4152), Transportation Maintenance Coordinator 1 (C4161) and Transportation Maintenance Coordinator 2 (C4162) who are members of a Bridge Crew and hold a certification in either structural welding or boom operation will, upon submitting proof of such certification, receive a five percent (5%) "Certified Bridge Worker" pay differential above their base rate of pay. Employees receiving this differential are also eligible for the High Work differential (Section 2(a)) to be paid for all hours actively engaged in this work and meeting the High Work Differential requirements.

(e) Pesticide/Herbicide Spray. An employee who possesses a valid pesticide/herbicide license shall receive two dollars and seventy-five cents ($2.75) per hour for actual hours worked when assigned work involving the preparation, the handling, and/or the application of pesticides/herbicides and any associated clean-up work.

Licensed pesticide/herbicide applicators who drive for other licensed pesticide/herbicide applicators, while applying pesticides/herbicides, shall receive the same hourly differential for actual hours worked.

(f) Tree Faller. Employees who hold a current Advanced Tree Faller certification (Forestry FAL 1, OPRD Level 3, ODOT Level 3 or 4) shall receive twelve dollars and fifty cents ($12.50) per day when evaluating, falling or bucking advanced level trees or when training/certifying another employee who is an Advanced Tree Faller trainee. The differential does not apply when the tree faller is in training or participating in their own certification activities.

(g) Engineering and/or Geologist License (Forestry and DOGAMI). Employees in the classification of Natural Resource Specialist 4, who are required to be licensed per the requirements of ORS Chapter 672 and their position description, shall be paid an additional five percent (5%) above their base rate.

Section 4. Student Trainee Pay.

(a) Student Professional Forester Worker (C8235)

When hiring a Student Professional Forester Worker, if:

- the worker has completed one (1) year of Natural Resources or a related field at a recognized college or university, Step 3 of the salary range is recommended.
- the worker has completed two (2) years of Natural Resources or a related field at a recognized college or university, Step 4 of the salary range is recommended.
- the worker has completed three (3) years of Natural Resources or a related field at a recognized college or university, Step 5 of the salary range is recommended.
- the worker has completed four (4) years of Natural Resources or a related field at a recognized college or university, Step 6 of the salary range is recommended.

Section 5. Shift Differential.

(a) Eligibility. All employees required to work a designated schedule shall be paid a differential as outlined in Subsections (b) and (c) below, for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday. When a work schedule is requested by an employee and approved by the Agency, and the requested schedule contains hours outside of the hours designated for the employee's position by the Agency, shift differential pay shall be waived by the employee for the hours affected by the change.

(b) All Agencies, except OSH: Registered Nurses and Nurse Practitioners will receive a shift differential of four dollars and fifty cents ($4.50) per hour. Licensed Practical Nurses will receive a shift differential of two dollars ($2.00).

(c) All other personnel will receive a differential of one dollar and fifty cents ($1.50) per hour.

Section 6. 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 calendar days (or the equivalent thereof for alternate or flexible schedules) or longer provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where, on a recurring daily basis, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor.

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

(c) Leadwork differential shall not be computed at the rate of time and one-half (1 ½) for the time worked in an overtime or holiday work situation. However, leadwork differential shall be included in calculation of the overtime rate of pay. If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no "pyramiding" occurs (i.e., if an employee is receiving the leadworker differential and an out-of-classification differential, the two (2) differentials would be calculated separately and then added on to the base pay).

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

(e) If an employee believes that they are performing the duties that meet the criteria in Subsection (a), leadworker, but the duties have not been formally assigned in writing, the employee may notify the Agency Head in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the Agency Head of the issue.

If the Agency determines that the leadwork duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty.

If the Agency concludes that the duties are not leadwork, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Agency Head.

Section 7. Leadwork Differential. ODOT Highway Division, TMS1, TMS2 and Transportation Operations Specialist.

(a) Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor "leadwork" duties for five (5) days (or the equivalent thereof for alternate or flexible schedules) or longer in a calendar month; or five (5) (or the equivalent thereof for alternate or flexible schedules) consecutive calendar days or longer that span the end of one (1) month and the beginning of the next month. In no case shall days be counted twice to meet the leadwork pay qualification.

(b) Leadwork is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards and provide informal assessment of workers' performance to the supervisor.

Section 8. Differential Pay IS Team Lead.

(a)

(1) Bargaining unit employees occupying positions that are classified as Information Specialist 1-8 will be eligible for the differential in accordance with subsection (5) below.

(2) The differential shall be ten percent (10%) beginning from the first (1st) day the duties were formally assigned in writing.

(3) Bargaining unit employees shall not be eligible for any work out-of-class pay, leadwork differentials or any other premium pay except for overtime and penalty payments as compensation for team leader duties. If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no "pyramiding" occurs (i.e., if an employee is receiving the team leader differential and out-of-class differential, the two (2) differentials would be calculated separately and then added onto the base pay).

(4) The differential shall be ten percent (10%) above the employee's base salary rate.

(5) For a bargaining unit employee to be eligible for the differential, the Agency must formally assign the employee in writing to perform team leader duties, the employee leads a team of employees and performs substantially all of the following duties under supervisory direction:

(A) Plans for short and long term needs of team, including such areas as technology to be used, user requirements, resources required, training necessary, methods to accomplish work, multiple project timelines and competing priorities.

(B) Establishes and coordinates multiple interrelated project schedules for all projects on which the team is working.

(C) Works directly with multiple users to identify broad user needs and requested timelines when projects are submitted for the team.

(D) Provides technical/operation guidance to contractors and monitors quality assurance.

(E) Develops technical standards and monitors team members' work for compliance.

(F) Performs leadwork duties on a recurring daily basis, as listed in Article 26, Section 6 of the Master Agreement, which are to orient new employees, if appropriate, assign and reassign tasks to accomplish prescribed work efficiently, give direction to workers concerning work procedures, transmit established standards of performance to workers, review work of employees for conformance to standards and provide informal assessment of workers' performance to the supervisor.

(b) Bargaining unit employees shall not be eligible for the differential if they are on voluntary developmental training assignments.

(c)

(1) If an employee believes that they are performing the duties that meet the criteria stated in Subsection a(5), but the duties have not been formally assigned in writing, the employee may notify the Agency Head in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that Information Services Team Leader duties were, in fact, assigned and are appropriate, the differential will be effective beginning with the day the employee notifies the Agency Head of the issue.

(2) If the Agency determines that the duties were, in fact, assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty.

(3) If the Agency concludes that the duties are not Information Services Team Leader duties, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Agency Head.

Section 9. Work Out-of-Classification.

(a) Temporary Assignment. Employees who are temporarily assigned to perform the duties of a higher-level classification shall receive a work out-of-classification differential. To qualify for this differential, the employee must perform the duties that distinguish the higher-level classification on a regular and significant basis for more than ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules). The employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

An employee performing duties out-of-classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

(b) Pending Upward Reclassification.

(1) If an Agency wishes to reclassify a position upwards, the Agency will gain approval from DAS CHRO the higher classification is appropriate. When an Agency receives approval from DAS CHRO agreeing a reclassification upward is appropriate, the Agency will pay work out-of-classification pending reclassification effective the date the Agency requested approval from DAS CHRO. Agencies will designate the reason for the work out-of-class in the state Human Resources Information System (HRIS) as Work Out-of-Classification – Pending Upward Reclassification.

(2) Work out-of-classification pending upward reclassification as a result of a request for classification review under Article 81, Section 2 shall be effective the date the reclassification request was received by the Agency.

(c) Work Out-of-Classification Pay Rate Determination.

The agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of the differential.

(1) Temporary Assignment.

If the outcome of the assessment is less than or equal to the employee's base salary plus five percent (5%), the differential will be five percent (5%) of the employee's base pay.

If the outcome of the assessment is greater than the employee's base salary plus five percent (5%), the differential will be a dollar amount equal to the difference between the salary identified by the assessment and the employee's base pay.

If the differential is a dollar amount, the agency will recalculate the differential whenever the employee's base salary changes (e.g., cost-of-living adjustments or step increases). A new assessment is not required.

(2) Pending Reclass.

If the assessment results in a step equal to or below the employee's current pay rate, the differential will be a dollar amount based on the next higher step in the new classification's salary range.

If the assessment results in a step above the employee's current pay rate, the agency will use the outcome of the assessment to determine the dollar amount of the differential.

The agency will recalculate the differential whenever the employee's base salary changes (e.g. cost-of-living adjustments or step increase). The adjustment will reflect the difference in pay as if the employee is in the higher classification. A new assessment is not required.

Employees at the top step of their current job classification will have the differential adjusted to the next step in the higher salary range annually on their benefit service date until their base salary plus the work out-of-classification differential reaches the top step of the higher salary range.

Assignments of work out-of-classification shall not be made in a manner in which will subvert or circumvent the administration of this Article.

Section 10. Work Out-of-Classification. ODOT.

(a) Transportation Maintenance Specialists. In addition to any entitlement to work out-of-classification pay pursuant to Section 10 of this Article, notwithstanding Transportation Maintenance Specialist 1s who are assigned to a TMS 2 Maintenance crew by their supervisor and who independently perform work consisting of sweeping, snow removal, sanding, de-icing or removal of land/rock slide materials from roadways at the Transportation Maintenance Specialist 2 (TMS 2) level shall be paid a differential of five percent (5%) over their base rate of pay for all hours of such work. Operation of heavy earth-moving equipment on land/rock slides and operation of a pick-up broom for sweeping are considered TMS 2 level work, whereas traffic control activities such as flagging, operating pilot vehicles and setting signs are not considered TMS 2 level work.

(b) Self-Managed Crews. Where the Agency utilizes self-managed work crews, crew members, including positional leaders, may not be entitled to work out-of-classification payments at the supervisory level unless they assume a majority of duties specific to that classification.

Section 11. Essential Worker Pay. 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 four dollars ($4.00 per hour. Employees will receive the differential for their entire shift if any part of it falls on a designated closure day, regardless of when the closure starts or ends. Employees will receive the differential for their entire shift when it takes place during a curtailment.

DAS or ODOT will determine if a closure would have occurred on a weekend and/or a holiday when state offices are otherwise closed.

Section 12. Lateral Classification Assignment Differential. When an employee is temporarily assigned for a period of ten (10) or more consecutive calendar days (or the equivalent thereof for alternate or flexible schedules) to a lateral classification within the same salary range base number and the salary is a higher salary schedule, the employee shall be paid at the lowest step in the new schedule that provides the employee an increase in their base or adjusted rate of pay (if any).

Section 13. Underfill Differential. When the agency selects an employee to fill a higher-level classification position as an underfill, the employee shall be notified in writing that they are an underfill, provided with the reasons for the underfill, and informed of the requirements needed to meet the minimum qualifications of the position's classification. The agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate dollar amount of the underfill differential. The assessment will be conducted using the work of a comparable character in the higher-level classification.

(a) If the assessment results in a step equal to or below the employee's current pay rate, the differential will be a dollar amount based on the next higher step in the new salary range. If that step provides an increase of less than two and five-tenths percent (2.5%), the agency will apply the next higher step in the new classification's salary range.

(b) If the assessment results in a step above the employee's current pay rate, the agency will use the outcome of the assessment to determine the dollar amount of the differential. If this increase is still less than two and five-tenths percent (2.5%), the agency will use the next higher step in the new classification's salary range to determine the dollar amount of the differential.

(c) The differential will be adjusted due to changes to the base salary (e.g. COLA or step increase).Once the employee meets the minimum qualifications of the position, the Agency shall administratively move the employee to the higher classification and the underfill differential shall be removed. This action is not considered a reclassification.

(d) New Hire.

(1) The agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate dollar amount of the employee's base position upon hire before determining the underfill differential.

(2) When the employee is administratively moved to the higher position, the benefit service date remains unchanged.

(e) Current State Employee.

The employee's benefit service date is set out six (6) months from the date of placement into the underfill position. The employee will be eligible for a step increase at the conclusion of the six (6) months from the date of placement into the underfill and annually thereafter until they have reached top step in the higher classification's salary range, consistent with the Collective Bargaining Agreement.

(See also Institutions Coalition Letters of Agreement 26.2A-23-450 & 26.2C-15-274 & 26.2C-19-340 & 26.2ACH-21-412 & 26.2C-23-447 & 26.2C-23-449 & ODOT Coalition Letter of Agreements 26.3A-13-250 & 26.3C-22-420 & 26.3A-25-508 & Special Agencies Coalition Letter of Agreement 26.5-21-407 in Appendix A.)

REV: 2013, 2015, 2017, 2019, 2021,2023,2025

ARTICLE 26T--DIFFERENTIAL PAY (Temporary Employees)

Section 1. Bilingual Differential. A differential of five percent (5%) over base rate will be paid to employees in positions which specifically require bilingual skills (i.e., translation to and from English to another foreign language or the use of sign language*) as a condition of employment. The interpretation and translation skills must be assigned and contained in the employee's statement of duties. Only employees receiving a bilingual or multilingual differential will be required to provide interpretation or translation services on behalf of their Agency.

*NOTE: This differential will be paid to School for the Deaf employees excluding intermittents whose assignments require the use of sign language. Such payment will be made in accordance with the level of proficiency assigned by management, beginning the first day of the month following the employee's successful evaluation of the expected sign skill level for their position. Employees in the other Agencies will be paid this differential only when such bilingual sign requirements are assigned.

Section 2. Multilingual. A differential of ten percent (10%) over base rate will be paid to employees in positions which require multilingual skills (i.e., translation to and from English to two (2) or more foreign languages*) as a condition of employment. The interpretation and translation skills must be assigned for multiple languages and must be contained in an employee's individual position's position description. Only employees receiving a bilingual or multilingual differential will be required to provide interpretation or translation services on behalf of their Agency.

*NOTE: American Sign Language will count as one (1) of the two (2) foreign languages for purposes of the multilingual differential.

Section 3. Shift Differential.

(a) Eligibility. All employees required to work a designated schedule shall be paid a differential as outlined in Subsections (b) and (c) below, for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 pm and 6:00 am and for each hour or major portion thereof worked on Saturday or Sunday. When a work schedule is requested by an employee and approved by the Agency, and the requested schedule contains hours outside of the hours designated for the employee's position by the Agency, shift differential pay shall be waived by the employee for the hours affected by the change.

(b) Registered Nurses, Nurse Practitioners, and Licensed Practical Nurses will receive a shift differential of one dollar and eighty-five cents ($1.85) per hour. Employees in Mental Health Therapist 2 positions who are certified LPNs and also have the working title of Licensed Practical Nurse will receive this shift differential.

(c) All other personnel will receive a differential of one dollar and fifty cents ($1.50) per hour.

REV: 2015,2017,2021,2023,2025

ARTICLE 26.3E--PAY DIFFERENTIAL (ODFW)

Light Fixed Wing and Helicopter Flights.

(a) An employee who is assigned work that is performed in a light fixed wing aircraft or helicopter involving one (1) or more of the following duties, such as:
   (1) flying grid patterns
   (2) low altitude tracking and spotting
   (3) locate and capture animals
   (4) collecting census data

   shall receive one dollar and fifty cents ($1.50) per hour in the performance of these duties for actual air time only.

(b) Employees that are being transported to a job site, normal courier duties, point-to-point travel, or similar circumstances shall not qualify for this differential. Pilots are excluded from any part of this provision.

REV: 2015

ARTICLE 27--SALARY INCREASE

Section 1. Cost of Living Adjustments. Effective February 1, 2026, Compensation Plan salary rates shall be increased by two and five-tenths percent (2.5%). Effective January 1, 2027, Compensation Plan salary rates shall be increased by four percent (4%). (See Appendix C & E.)

Effective February 1, 2027, an additional step shall be added to all salary ranges. Employees who are at the top step prior to implementation of the new top step and have been employed with the State for ten (10) or more years will be moved to the next step in the salary range on February 1, 2027. All employees who are at the top step prior to implementation but have been employed with the State for less than ten (10) years will have their prior Benefit Service Date (BSD) restored, using the same month and day, and will be eligible to move to the new top step on their next BSD after implementation.

Section 2. Compensation Plan for Non-Strikeable Unit. The Parties agree to maintain a separate wage compensation plan for SEIU Local 503, OPEU-represented employees in the non-strikeable unit, including employees at Oregon State Hospital in positions designated as security. (See Appendix D.)

Section 3. Compensation Plan Changes.

(a) **Selective Salary Increases.** Effective July 1, 2025, the classifications listed below shall be adjusted as follows:

CLASS #	CLASS TITLE	SALARY RANGE FROM	TO
0251	State Library Specialist 1	12	13
5240	Civil Rights Investigator 1	21	23
5241	Civil Rights Investigator 2	26	28
6503	Physical Therapist	31T	32T
6630	Human Services Case Manager	22Q	23S*
6440	District Veterinarian	29	32
6657	Human Services Specialist 1 (Rename to Public Benefits Specialist, Entry)	15	16Q*
6658	Human Services Specialist 2	Abolish and move incumbents to 6659	
6659	Human Services Specialist 3 (rename to Public Benefits Specialist)	19	20Q*
6660	Human Services Specialist 4 (rename to Public Benefits Specialist, Senior)	22	23S*
6811	Laboratory Technician 2	18	19
6821	Medical Laboratory Technician 2	20	21
	Information Systems Specialist Series 1481-1488	Class Study	

* Salary Range is equivalent to standard salary range at each step but truncate first three (3) steps.

Effective July 1, 2025, the salary selectives will be implemented as follows:

- Employees whose base salary falls below the first step of the new range will be placed on the first step of the new range.
- Employees whose base salary falls on a step in the new salary range will be placed on the equivalent step number in the new range (i.e., Step 6 to Step 6).
- Employees who are off step will be placed on the next higher step in the old range and then placed on the equivalent step number in the new range (i.e., Step 6 to Step 6).
- Employees whose base salary is above the top step of the new range will be red circled*.
- All benefit service dates (BSDs) will remain the same.

*Per State Policy: 10.000.01 - Red-Circle: a term sometimes used to refer to a procedure in which an employee's previous rate of pay above the top step of a new salary range is retained, provided the employee remains in the reclassified position until the rate is equal to or exceeded by the top step of the new salary range.

(See Letter of Agreements 27.00-19-325 & 27.00-19-364 & 27.00-23-464 in Appendix A.)

(See also Special Agencies Coalition Letter of Agreement 27.5A-03-73 in Appendix A.)

REV: 2013, 2015, 2017, 2019, 2021,2023,2025

ARTICLE 29--SALARY ADMINISTRATION

Section 1. Pay.

(a) Pay for employees in the bargaining unit shall be in accordance with the Compensation Plan adopted by the Department of Administrative Services and approved by the Governor as modified by this Agreement. No changes shall be made in the Compensation Plan which affect SEIU Local 503, OPEU bargaining unit employees unless the Parties to this Agreement have negotiated the changes and reached agreement on what changes will be made. This is not intended to prevent mechanical changes or other minor changes necessary to administer the Compensation Plan.

(b) All employees shall be paid no later than the first day of the month. However, employees who begin work after payroll cutoff will be paid in the subsequent mid-month payroll for time worked in the affected pay period. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When payday falls on a Saturday, Sunday, or banking holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for disciplinary action. All checks released early under this Article shall be accompanied by written notice from the Employer as to the normal release time and date for that employee and a statement that early cashing or depositing of the check may be cause for disciplinary action. However, this shall not apply to appropriate mid-month payroll. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

(c) Employees shall be paid no less than the minimum rate of pay for their classification upon appointment to a position in state service.

Section 2. Step Increase. Employees shall be granted an annual step increase on their eligibility date if the employee is not at the top of the salary range of their classification.

Employees shall be eligible for step increases following the intervals of:

(a) 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 (1st) year of service with the Employer, the employee shall not receive this increase, but shall be eligible for increases in Section 2(b).

(b) The first six (6) months after promotion and annual periods thereafter until the employee has reached the top step in their salary range.

Section 3. Internal Assessments & Benefit Service Date

Prior to making a job offer and with each change in an employee's position appointment, an agency appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay. Internal Assessments are not required for lateral transfers within the same classification unless the personnel action is a lateral transfer into an underfill classification. Pay and Benefit Service Date will be established as follows:

(a) Promotion:
- (1) If the assessment results in a step above the employee's current pay rate, the agency will use the outcome of the assessment.
- (2) If the assessment results in a salary range step where the pay is less than two and five-tenths percent (2.5%) greater than the employee's current pay rate, the agency will move the employee into the next higher step in the new classification's salary range.
- (3) If the employee's benefit service date falls within forty-five (45) calendar days of the start date of their new position and they have not yet reached the top step of their current range, the promotion will be processed as if the employee had already reached their benefit service date.
- (4) Agencies will consider the work-out-of-class pay as part of the employee's base wages when the employee has been in a work-out-of-class status for twelve (12) months or longer.
- (5) The benefit service date is adjusted to six (6) months from the date of promotion unless the employee is already at the top step of the new salary range, in which case the benefit service date is the date the promotion occurred.

(b) Demotion and Lateral Transfer:
- (1) If the employee's current pay falls within the new classification's range and the assessment results in a step equal to or greater than their current pay, the agency will apply the outcome of the assessment.
- (2) If the employee's current pay exceeds the top step of the new classification, their pay will be reduced to the top step of the new classification.
- (3) If the employee's current pay falls within the new classification's range but the assessment places them below their current pay rate, the agency will retain their current pay. If this places the employee off-step, they will advance to the next higher step at their next benefit service date and then move up an additional step — not to exceed the top step of the range.
- (4) The benefit service date remains unchanged.
- (5) This Section shall not apply to demotions resulting from official disciplinary actions.

(c) Reemployment after a less than two (2) year break in service:
- (1) The agency's will conduct an internal assessment to determine the appropriate rate of pay.
- (2) The employee's previous benefit service date, adjusted by the amount of the break in service, shall be restored.

(d) Return from layoff, return from downward reclassification and return from demotion in lieu of layoff:
- (1) If the assessment results in a step equal to or lower than the step the employee held at the time of layoff, they will be returned to that same step.
- (2) If the assessment results in a higher step, the agency will apply the outcome of the assessment.
- (3) On a return from layoff, the previous benefit service date, adjusted by the amount of the break in service, shall be restored.
- (4) On a return from demotion in lieu of layoff or return from downward reclassification, the benefit service date remains unchanged.

(e) Return from trial service removal:
- (1) If the assessment results in a step equal to or lower than the step the employee held in their previous classification, they will be returned to that same step.
- (2) If the assessment results in a higher step, the agency will apply the outcome of the assessment.
- (3) On a return from trial service removal, the employee's previous benefit service date will be restored.

Section 4. Release of Wages in Emergency. Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized subject to approval of the Appointing Authority or designee, in emergency cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include but are not limited to the following circumstances:

- (a) Death in family
- (b) Major car repair
- (c) Theft of funds
- (d) Automobile accident (loss of vehicle use)
- (e) Accident or sickness
- (f) Destruction or major damage to home
- (g) New employee lack of funds (maximum--one (1) draw)
- (h) Moving due to transfer or promotion.

Section 5. Underpayments.

Upon notice from an employee, the State will pay undisputed, underpaid wages. If the underpayment is less than five percent (5%) of the employee's gross wages, the amount will be paid no later than the next regular payday. If the underpayment is more than five percent (5%) of the employee's gross wages, the amount will be paid within three (3) business days.

Section 6. Recoupment of Wage and Benefit Overpayments.

(a) If an employee receives an erroneous overpayment of wages that exceeds their entitlement, the Agency may recover the overpaid amount through payroll deduction, provided that the overpayment occurred within the timeframe specified in statute; and the Agency gives the employee a written statement at least ten (10) calendar days in advance of the deduction. The written statement must include the following:
   (1) an itemization of the overpayment amount and the reason for the deduction;
   (2) repayment options available to the employee, as follows:
      - Payroll deductions for overpayments shall not exceed five percent (5%) of the employee's gross pay each pay period, unless the employee requests and specifies that a greater percentage or amount may be deducted.
      - If the total overpayment exceeds five percent (5%) of the employee's monthly gross wages, the employee may request alternate repayment arrangements within ten (10) calendar days of receiving notice. Requests for a repayment amount less than five percent (5%) of gross wages per pay period are subject to mutual agreement with the agency.
      - If mutual agreement is not reached within ten (10) calendar days, the repayment agreement will default to five percent (5%) of gross wages per pay period.
   (3) if the employee is terminated or otherwise separates from employment, the Agency may recoup the balance owed from the employee's final paycheck. In the event the employee transfers to another state agency, the recoupment plan established above shall remain in effect.

(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.

REV: 2019, 2021,2025

ARTICLE 29T--SALARY ADMINISTRATION (Temporary Employees)

Section 1. Pay.

(a) Pay for employees in the bargaining unit shall be in accordance with the Compensation Plan adopted by the Department of Administrative Services and approved by the Governor as modified by this Agreement. No changes shall be made in the Compensation Plan which affect SEIU Local 503, OPEU bargaining unit employees unless the Parties to this Agreement have negotiated the changes and reached agreement on what changes will be made. This is not intended to prevent mechanical changes or other minor changes necessary to administer the Compensation Plan.

(b) All employees shall be paid no later than the first day of the month or semi-monthly, as appropriate. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When payday falls on a Saturday, Sunday, or holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month, or as appropriate for hourly employees. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for denial of future early release of paycheck. All checks released early under this Article shall be accompanied by written notice from the Employer as to the normal release time and date for that employee and a statement that early cashing or depositing of the check may be cause for denial of future early release of paycheck. However, this shall not apply to appropriate tenth (10^{th}) of the month payroll. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

(c) Employees shall be paid no less than the minimum rate of pay for their classification upon appointment as a temporary employee.

(d) Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized subject to approval of the Appointing Authority, in emergency cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include but are not limited to the following circumstances:
   (1) Death in family
   (2) Major car repair
   (3) Theft of funds
   (4) Automobile accident (loss of vehicle use)
   (5) Accident or sickness
   (6) Destruction or major damage to home
   (7) New employee lack of funds (maximum--one (1) draw)
   (8) Moving due to transfer or promotion.

Section 2. Recoupment of Wage and Benefit Overpayments.

(a) If an employee receives an erroneous overpayment of wages that exceeds their entitlement, the Agency may recover the overpaid amount through payroll deduction, provided that the overpayment occurred within the timeframe specified in statute; and the Agency gives the employee a written statement at least ten (10) calendar days in advance of the deduction. The written statement must include the following:

(1) an itemization of the overpayment amount and the reason for the deduction;
(2) repayment options available to the employee. Payroll deductions for overpayments shall not exceed five percent (5%) of the employee's gross pay each pay period, unless the employee requests and specifies that a greater percentage or amount may be deducted; and
(3) if the employee is terminated or otherwise separates from employment, the Agency may recoup the balance owed from the employee's final paycheck. In the event the employee transfers to another state agency, the recoupment plan established above shall remain in effect.

(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.

ARTICLE 30--PAYROLL COMPUTATION PROCEDURES

Section 1. Definitions.

(a) Permanent Full-Time: A permanent position equivalent to eight (8) hours per day or forty (40) hours per week. A permanent full-time employee will be paid on a monthly salary basis, and all benefits will be calculated on a monthly pay status basis.

(b) Permanent Part-Time: A permanent position less than permanent full-time. A permanent part-time employee will be paid on a fixed partial monthly or hourly salary basis, and all benefits will be calculated on a partial monthly or pay period, pay status basis. All permanent part-time employees whose work hours are regularly scheduled (work hours are based on a predetermined schedule) shall be paid on a fixed partial monthly basis.

(c) Seasonal Full-Time: A seasonal position normally equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on a monthly, hourly, or fixed partial monthly salary basis. All benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

(d) Seasonal Part-Time: A seasonal position normally less than equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on an hourly basis and all benefits will be calculated on a partial pay period, pay status basis.

(e) Temporary Full-Time: A temporary appointment equivalent to eight (8) hours per day or forty (40) hours per week. A temporary full-time employee will be paid on a monthly, hourly, or fixed partial monthly salary basis. Any applicable benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

(f) Temporary Part-Time: A temporary appointment less than full time. A temporary part-time employee will be paid on a monthly, hourly, or fixed partial monthly salary basis. Any applicable benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

(g) Number of Workdays in Month or Pay Period: Number of possible workdays in the month or pay period based on the employee's weekly work schedule, such as Monday-Friday, Tuesday-Saturday, etc. Holidays that fall within the employee's work schedule are counted as workdays for that month or pay period.

(h) Hourly Rates of Pay: The hourly equivalent of the monthly base rates of pay as published in the Compensation Plan. The hourly rates are computed by dividing the monthly salary by 173.33 (or by 162.5 for certain Printer classifications).

(i) Partial Month's Pay: A prorated monthly or pay period salary. The number of hours actually worked by an employee divided by the total number of possible hours in the month or pay period based on the work schedule, times the full monthly or pay period salary rate. For example, if the employee works 115 hours in a month or pay period with a possible work schedule of 121 hours, the partial month's pay is computed as follows:

$$\frac{115}{121} \times \textit{Full Month Salary} = \textit{Gross Partial Pay}$$

(j) Days Worked: Includes all days actually worked, all holidays, and all paid leave, which occurs within an employee's service period.

Section 2. General Compensation.

(a) Permanent Full-Time Employees: Pay and benefits will be computed on a monthly pay status basis.

(b) Permanent Part-Time Employees:
(1) Pay and benefits will be computed on a prorated monthly or pay period basis, such as one-half (½) monthly or pay period pay for a half-time employee, or pay will be computed on an hourly basis, and pay and benefits will be normally prorated on a pay period, pay status basis. Permanent part-time employees in permanent full-time positions will be treated as permanent part-time for purposes of this Article.
(2) Employees paid on a fixed partial monthly basis shall have all extra hours worked over the regular part-time schedule paid at the hourly rate. Employees paid on a fixed partial monthly basis who work less than the regular part-time schedule shall have time deducted at the hourly rate.

(c) Seasonal Full-Time Employees: Pay and benefits will be computed on a monthly, prorated monthly, or an hourly pay period, pay status basis.

(d) Seasonal Part-Time Employees: Pay will be computed on an hourly basis, and pay and benefits will be normally prorated on a pay period, pay status basis.

(e) Job Sharing Employees: The total time worked by all job share employees in one (1) position will not exceed 1.0 FTE.

(f) Temporary Full-Time Employees: Pay and applicable benefits will be computed on a monthly, prorated monthly, or an hourly pay period pay status basis.

(g) Temporary Part-Time Employees: Pay and applicable benefits will be computed on an hourly basis, and pay will normally be prorated on a pay period, pay status basis.

(h) Partial Month's Pay or Partial Pay Period:

(1) Partial month's pay (or prorated monthly or pay period pay) is applied when:

(A) A full-time employee is hired on a date other than the first working day of the month or pay period (based on employee's work schedule).

(B) A full-time employee separates prior to the last workday in the month or pay period (based on the employee's work schedule).

(C) A full-time employee is placed on leave without pay or returns from leave without pay, or is unscheduled.

(D) An employee is appointed to a permanent part-time position.

(2) See definition for partial month's pay under Section 1(i) for computation procedures.

(i) Changes in Salary Rate: When an employee's salary rate changes in the middle of a month, pay will be computed on the fractional amount of hours worked at each salary rate during the month. For example:

$$\frac{\text{Actual Hours}}{\text{Possible Hours}} \times \text{Old Rate} + \frac{\text{Actual Hours}}{\text{Possible Hours}} \times \text{New Rate} = \text{Gross Pay}$$

Section 3. The Parties agree that if the Employer adopts a biweekly pay plan, this Article of the Contract will be open for renegotiation.

ARTICLE 31--INSURANCE

Section 1. Employer Contribution.

(a) An Employer contribution for health and dental benefits will only be made for each active employee who has at least eighty (80) paid regular hours in a month and who is eligible for medical insurance coverage, unless otherwise required by law.

(b) It is understood that the administrative intent of this Article is that the Employer contribution is made for individuals who are participants in the medical insurance coverages. Participation will mean that eligible less-than-full-time employees who drop out of coverage will be considered to participate. Additionally, employees who elect to opt out of coverage for a cash incentive will be considered to participate.

Section 2. Full-Time Employees.

An Employer contribution shall be made for full-time employees who have at least eighty (80) paid regular hours in a month, unless otherwise required by law.

For Plan Year 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 medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For Plan Years 2026 and 2027, 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 five percent (5%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

Section 3. Less-Than-Full-Time Employees.

(a) For less-than-full-time employees (including part-time, seasonal, and intermittent employees), who have at least eighty (80) paid regular hours in 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 less-than-full-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:

i. Part-Time, Seasonal and Intermittent Employees Electing Part-Time Insurance.
Part-time premium rate x Employer contribution percentage x the ratio of paid regular hours to full-time hours to the nearest full percent = State 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.

ii. Part-Time, Seasonal and Intermittent Employees Electing Full-Time Insurance.
Full-time premium rate x Employer contribution percentage x the ratio of paid regular hours to full-time hours to the nearest full percent = State contribution.

Section 4. Coordination of Benefits. The Public Employee Benefits Board (PEBB) may adopt any of the effect-on-benefit alternatives described in the National Association of Insurance Commissioners (NAIC) 1985 model acts and regulations, or any subsequent alternatives promulgated by the NAIC.

Section 5. Administration. Agencies will continue to pay employee insurance premiums directly to the appropriate insurance carriers and remit balances either to the employees' flex benefit account or to PEBB, as directed by PEBB.
Section 6. The State ceases to have a proprietary interest in its own contributions to the benefit plan premium when it pays such funds to the carrier or to persons who have an irrevocable duty to transfer such payments to the carriers when due.
(See Letter of Agreements 31.00-13-248 & 31.00-13-252 in Appendix A.)

REV: 2013, 2015, 2017, 2019, 2021,2023,2025

ARTICLE 32--OVERTIME

Section 1. Definition of Time Worked. All time for which an employee is compensated at the regular straight time rate of pay, including work-related telephone calls made to or by an employee after the end of their work-shift, shall be counted as time worked with the following exceptions:

- Holidays which fall on an employee's scheduled day off;
- On-call time (Article 34);
- Penalty payments (Article 40);
- Interview Leave (Article 45);
- Inclement or Hazardous Conditions Leave (Article 123).

Section 2. Overtime Work Definition. Overtime for employees working a regular work schedule is time worked in excess of eight (8) hours per day or forty (40) hours per workweek. Overtime for employees working an alternate work schedule is time in excess of the daily scheduled shift or forty (40) hours per workweek. Overtime for employees working a flexible work schedule is time in excess of the agreed upon hours each day or time in excess of forty (40) hours per workweek. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per workweek is additional straight time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per workweek. In a split shift, the time an employee works in a day after twelve (12) hours from the time the employee initially reports for work is overtime.
Section 3. Compensation. All employees shall be compensated for overtime at the rates set out in Section 4. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1½), or to effect a "pyramiding" of overtime and penalty payments.
Section 4. Eligibility for Overtime Compensation.

(a) Overtime-Eligible Positions. Time and one-half (1½) their regular hourly rate unless the position is executive, administrative or professional as defined by the Fair Labor Standards Act (FLSA) and ORS 653.269(5)(a) or unless the classification contains direct care nursing employees, in the following classifications or successor classifications:
- 6214 Institution RN
- 6255 Nurse Practitioner

Such time and one-half (1½) compensation shall be in the form of cash or compensatory time, pursuant to Articles 32.1-32.5.
In Agencies where there is no contractual limitation on the accumulation of compensatory time the Employer may:
(1) schedule unilaterally up to forty (40) hours of unused compensatory time per employee per fiscal year, after prior notice of at least five (5) working days to the affected employees; and/or
(2) pay off in cash some or all of an employee's unused compensatory time once per fiscal year.

(b) Straight-Time-Eligible Positions. Employees in positions, except as identified in Section 4 above, which have been determined to be executive, administrative, or professional as defined by the FLSA and ORS 653.269(5)(a) shall receive time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked subject to limitations of Articles 32.1-32.5.
This time off shall be utilized within the fiscal year earned or shall be lost, except when the scheduling has been extended by the Agency or as otherwise specified below. At ninety (90) days prior to loss of such straight time, employees shall be notified that they must use or lose the hours. Time earned in the last ninety (90) days may, at the discretion of management, be carried forward into the next fiscal year. However, such carry forward may not increase the total straight time that may be accrued in that year. If time off requests are denied for use of accrued leave before the year ends, these accrued hours will be paid in cash upon forfeiture. Employees will take all necessary steps to request use of straight time during the fiscal year. Employees shall be paid out any unused straight time upon separation from employment.

(c) No overtime is to be worked without the prior authorization of management.

Section 5. Schedule Change. When a change of work schedule is requested by an employee and approved by the Agency, all forms of penalty pay shall be waived by the employee. When a change of work schedule is requested by an employee and approved by the Agency, overtime compensation for that workday, but not for work over forty (40) hours per week, associated with the changed schedule shall be waived.
Section 6. Record. A record of all overtime worked shall be maintained by the Agency.
Section 7. Change in FLSA Status.

(a) DAS shall provide the Union with no less than twenty (20) days written notice of its intent to exempt from overtime a filled bargaining unit position. DAS agrees not to change the position's designation during this twenty (20) day period.

(b) Employees may challenge their position's designation by providing notice and requesting a desk audit to the Agency Human Resources Department. The Agency shall conduct the desk audit and make a determination in writing within thirty (30) days of the request, or as extended by mutual agreement.

(c) Should the Union decide to contest the proposed change in status, it shall serve DAS with written notice of such intent within twenty (20) days of its receipt of the notice. Should such notice be given, DAS will forego implementing the change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow time to investigate whether there are grounds to contest the proposed change in status. If the Union decides to pursue challenging an exemption it must file with Department of Labor (DOL)/Bureau of Labor and Industries (BOLI) prior to the end of this forty (40) day period. In such event, DAS agrees to forego implementing a change in designation until the matter is resolved by way of DOL/BOLI decision, settlement or other manner.

(d) If timely notice indicating intent to contest the exemption during the initial twenty (20) day period is not received or if the Union does not proceed forward during the subsequent forty (40) day period, the position's designation shall be changed, and the Parties agree not to contest the status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exemption is no longer warranted.

(e) For purposes of this Section, written notice may occur by personal delivery, fax, email or mail (postmark) within the time frames cited above.

REV: 2015, 2019,2023,2025

ARTICLE 32T--OVERTIME (Temporary Employees)

Section 1. Time Worked Definition. Time worked is defined as actual hours worked.

Section 2. Overtime Work Definition. Overtime for non-exempt employees working any work schedule is actual time worked in excess of forty (40) hours per workweek.

Section 3. Compensation. All non-exempt employees shall be compensated for overtime at time and one-half (1½) of their regular hourly rate. No overtime is to be worked without the prior authorization of management.

Section 4. No application of this Article shall be construed or interpreted to provide compensation for overtime at a rate exceeding time and one-half (1½), or to effect a "pyramiding" of overtime and penalty payments.

Section 5. Record. A record of all overtime worked shall be maintained by the Agency.

ARTICLE 32.3--OVERTIME (ODOT Coalition except Agriculture, Water Resources, OWEB)

Section 1. Assignment of Overtime.

(a) In assigning overtime work, the Agency agrees to consider any circumstances which might cause such an assignment to be an unusual burden upon the employee. When such circumstances do exist, the employee shall not be required to work unless their absence would cause the Agency to be unable to meet its responsibilities.

(b) Non-bargaining unit employees or excluded supervisory personnel shall not perform overtime work which is normally done by employees working under the jurisdiction of this Agreement except when:
   (1) performed to assist or instruct an employee who does not have sufficient training or experience to perform the job assigned; or
   (2) filling vacancies temporarily due to absence of personnel until a replacement or replacements can be obtained; or
   (3) performing emergency work where prompt execution of the work is essential to insure safety and to protect state property and/or employees; or
   (4) the performance of such work by the employee is part of the normal operation of the work unit.

Section 2. Notice of Overtime. The Agency shall give as much notice as possible of overtime to be worked.

Section 3. Distribution of Overtime. Overtime shall be distributed equally, as feasible, among employees customarily performing the kind of work required and assigned to the work unit in which the overtime is to be worked. Employees not required to work under this Section shall have the overtime forgone recognized for the sole purpose of equalization.

(ODOT Only) The Agency will provide a record of crew members' overtime worked in the last twelve (12) months. It will be available within a reasonable period of time after a request is made.

Section 4. Limitation on Hours.

(a) No employee shall be required to work more than a twelve (12) hour shift or thirteen (13) continuous hours without being given the opportunity to take an off-duty period of no less than ten (10) hours. This provision does not apply to Forestry employees on fires or ODFW employees deemed necessary by management to meet operating requirements.

(b) Forestry employees assigned to project fires will, within manpower limitations, be provided the opportunity to take rest periods within the first twenty-four (24) hours an employee is assigned to a project fire. The employee's regular workshift shall count toward the twenty-four (24) hour period when there is no off-duty break between their regular shift and assignment to a project fire.

After the initial twenty-four (24) hour period described above, employees will be given a seven (7) hour off-duty rest period, except in situations beyond the Agency's control. Further, except in situations beyond the Agency's control, no employee shall be required to work more than a sixteen (16) hour shift or seventeen (17) continuous hours without being given the opportunity to take another off-duty period of no less than seven (7) hours.

Section 5. Payment of Overtime.

(a) ODOT, OPRD, DOGAMI.
   (1) Payment for overtime shall be no later than one (1) month following the pay period in which the overtime is worked.
   (2) All employees shall receive cash for overtime worked. If, however, the employee wishes to receive compensatory time off in lieu of cash, they may opt to receive compensatory time up to an accumulation of one hundred and

twenty (120) hours. Over an accumulation of one hundred and twenty (120) hours, the Employer may refuse to allow the employee to continue to accrue compensation time in lieu of cash.

Subject to the restriction listed above, an employee's request for cash or compensatory time will remain in effect until the employee elects a change. The employee will designate their selection for each occurrence.

(b) Forestry.

(1) Payment for overtime shall be no later than one (1) month following the pay period in which the overtime is worked.

(2) Overtime will be paid in cash, except an employee shall have the option of maintaining a maximum of one hundred and twenty (120) hours of compensatory time for authorized overtime. Employees must indicate their preference to accumulate compensatory time in lieu of cash. An employee's request for cash or compensatory time will remain in effect until the employee elects a change. The employee may not elect a change more often than once a month. All overtime earned on fires outside the assigned district, and overtime earned as "extra costs" within the district will be paid in cash at the rate specified in Article 32, Section 4 of this Agreement. Straight time eligible positions may be paid cash when such time is earned on in-district fires. Such cash payment may be made when mutually agreed by the employee and the Agency.

(c) ODFW.

(1) Payment for overtime shall be no later than one (1) month following the pay period in which the overtime is worked.

(2)

(A) All FLSA non-exempt employees shall receive compensatory time off for authorized overtime worked. If, however, the employee wishes to receive cash in lieu of compensatory time off, they may opt to receive cash. Subject to the restriction listed in Subsection (B) of this Section, an employee's request for cash or compensatory time off will remain in effect until the employee elects a change. The employee may not elect such a change more than once per month.

(B) All employees will have the option of maintaining a maximum balance of one hundred and twenty (120) hours of accrued compensatory time off by June 30 of each calendar year. Taking compensatory time off shall be subject to prior approval of the employee's immediate supervisor.

Section 6. Compensatory Time Off.

(a) Subject to the operating requirements of the Agency, employees shall have their choice of compensatory time off. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of service with the Agency shall be granted the time off. Compensatory time may be used in lieu of vacation leave or sick leave with management approval, provided the employee is not on written notice for attendance issues.

(b) Employees shall be allowed the option of taking compensatory time off in combination with vacation leave. However, compensatory time off taken in this manner shall be subject to the provisions of the Vacation Article rather than the provision of this Article.

(c) ODOT, DOGAMI and OPRD. Compensatory time off may be scheduled by the Agency. Employees may request to have all or a portion of their compensatory time cashed out one (1) time during the year, and these requests shall be granted and paid on the next regular paycheck cycle. Additionally, accrued compensatory time off above one hundred and twenty (120) hours not taken by the close of business on December 31, including that earned in December, will be paid in cash as if it had been earned during January. Such payments shall be made on the February 1 payroll.

(d) ODFW. Each employee shall be eligible to accrue and use compensatory time off through June 30 of each calendar year. The Agency shall notify each employee by January 1 of each calendar year of their accrued compensatory time off balances. In order to reduce an employee's compensatory time off balance to one hundred and twenty (120) hours or below, the Agency may schedule the employee to take time off from March 1 to June 30 in the same calendar year. If the Agency cannot schedule the employee for the time off, the Agency shall pay down to one hundred and twenty (120) hours for the compensatory time off not used by June 30 of each calendar year.

Section 7. Forestry.

(a) An employee occupying an FLSA-exempt position shall have their overtime pay rate changed from one (1) hour of time off for every hour of authorized overtime worked that exceeds eight (8) or ten (10) hours in a day, whichever is applicable, or forty (40) hours in a workweek to time and one-half (1½) for any authorized overtime worked that exceeds eight (8) or ten (10) hours in a day, whichever is applicable, or forty (40) hours in a workweek when all of the following conditions are met:

(1) The employee is relieved of all of their regularly assigned duties and assigned by the Agency to perform assigned duties during a fire emergency or other incident; and,

(2) The Agency has authorized the employee to work overtime.

(3) The term "other incident" shall be defined as flood, earthquake, or insect infestation that requires the Agency to mobilize an incident management team.

(b) The terms and conditions under which the FLSA-exempt employee will receive time and one-half (1 ½) overtime pay under this Agreement will be consistent with Article 32.3, Section 5(b)(2) of this Agreement.

(c) When an employee is released from fire emergency or other incident duties and returns to their regularly assigned duties, the employee will receive the overtime pay rate consistent with Article 32, Section 4(b) of this Agreement.

Section 8. ODFW.

(a) Employees assigned to a fixed, year-round regular or alternate work schedule, as defined in Article 90 of this Agreement, shall be eligible for overtime pay pursuant to Article 32, Section 2 and Section 4 of the Agreement.

(b) Notwithstanding, Article 32, Section 2 and Section 4 of this Agreement, overtime shall be defined for employees on a flexible work schedule as being time worked in excess of forty (40) hours in a workweek.

Section 9, ODOT (MCEO and Senior MCEO only).

(a) When discretionary overtime is available to be assigned, the Agency may offer overtime work for overtime pay exclusively, provided all the following apply:
   (1) The overtime work is work that would otherwise not be performed at the discretion of management.
   (2) The employee volunteers.
   (3) The employees are notified at least seven (7) days in advance that the overtime work is available and for cash only.
   (4) An employee who does not volunteer for discretionary overtime as determined by the Agency will not have their schedule involuntarily changed as a result of another employee volunteering for the discretionary overtime.

(b) When the Agency assigns overtime to MCEO employees in the aid of other departments, such as Maintenance, the Agency may offer the overtime work for overtime pay – cash only. The following will apply:
   (1) The overtime work is done in another department and is paid for out of the other department's budget.
   (2) The employee volunteers.
   (3) An employee who does not volunteer for this overtime will not have their schedule involuntarily changed as a result of another employee volunteering for the overtime.

(See also ODOT Coalition Letter of Agreements 32.3AB-19-353 & 32.3F-19-346 in Appendix A.)

REV: 2015, 2019, 2021,2023

ARTICLE 32.3G,H,I--OVERTIME (Agriculture, Water Resources, OWEB)

Section 1. Distribution of Overtime. Overtime work assignments shall be distributed as equally as is feasible among employees in the work unit who normally do the particular type of work needed. When such an assignment is a burden to the employee, the Agency agrees to attempt to assign it to another employee or cancel the assignment. When such burden exists, the employee shall not be required to work unless their absence would cause the Agency to be unable to meet its responsibilities. The provisions of this Article shall not apply to employees in the classifications of Livestock Brand Inspector, who shall continue to be paid the full-time monthly rate as per the current practice.

Section 2. Notice of Overtime. The Agency will give employees as much notice as practicable that overtime will be required.

Section 3. Payment for Overtime. Cash payment for overtime shall be paid not later than the first (1st) of the second month following the calendar month in which the overtime was worked.

Section 4. Overtime Rest Periods. If an employee is assigned one (1) or more hours of overtime work contiguous to their regular workshift or is called back within one (1) hour of their scheduled quitting time, the Agency will provide a fifteen (15) minute rest period after two (2) hours of overtime completed.

Section 5. Compensatory time shall be scheduled, as much as possible, at the convenience of the employee, consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflict shall be resolved on a rotating basis. Employees may request to have all or a portion of their compensatory time cashed out one (1) time per calendar year, and these requests shall be granted and paid on the next regular paycheck cycle. Additionally, accrued compensatory time off above one hundred and twenty (120) hours not taken by the close of business on June 30, including that earned in June, will be paid in cash as if it had been earned during July. Such payments shall be made on the August 1 payroll.

Section 6. Election of Cash/Compensatory Time Off (Agriculture only). Except for employees in classifications of Laborer 1 and 2, and Agricultural Worker, an employee may elect to receive either cash or compensatory time off for overtime worked, except as provided in Article 32, Section 4. Overtime worked by employees in classifications of Laborer/Student Worker and Agricultural Worker will be compensated in cash.

Section 7. Election of Cash/Compensatory Time Off (Water Resources/OWEB only). Except as provided in Article 32, Section 4, employees shall receive compensatory time for overtime worked unless the eligible employee elects to receive cash subject to budgetary depletion. If the eligible employee wishes to receive cash in lieu of compensatory time off, the employee must request this method of compensation no later than the first regular working day following the date the overtime was worked.

NEW:,2019,2023

ARTICLE 33.3A--MEAL ALLOWANCE (ODOT Except DMV)

Section 1. Eligible Classifications: Machinist (C4018); Automotive Technicians (C4418), (C4419); Electricians (C4007), (C4008), (C4009); Heavy Equipment Technicians (C4436), (C4437), (C4438); Transportation Maintenance Specialists (C4151), (C4152); Transportation Maintenance Coordinator (C4162); and Transportation Operations Specialist (C4163); Transportation Telecommunications Specialists (C4166), (C4167) and Incident Response Operations Specialist (C4165).

Section 2. Allowance Amount. An employee who is required to work two (2) hours or more past their scheduled eight (8) or ten (10) hours shift, without the use of personal leave shall receive a meal allowance of fifteen dollars ($15.00). This provision shall not apply to any employee on an assignment where any form of travel expense is being allowed.

Section 3. Allowance Limitation. Any employee working sixteen (16) to twenty-four (24) hours shall receive an additional eight dollars ($8.00) for a total of twenty-three dollars ($23.00) for the twenty-four (24) hour period.
(See also ODOT Coalition Letter of Agreement 33.3A-25-509 in Appendix A).

REV: 2015,2025

ARTICLE 33.3C--MEAL ALLOWANCE (Forestry)

Any employee who is required to work two (2) hours or more past their scheduled shift and cannot leave the job site for a meal due to the nature of their assignment such as work on slash burns, spray projects, fires, or dispatch support to such activities will be provided one (1) meal during every six (6) hours of work. These meals will be normally provided through commercial facilities arranged for in advance by the Agency. If the Agency fails to supply said meal, the employee will be given an allowance rate equivalent to the meal missed in accordance with the in-state meal rate covering SEIU Local 503, OPEU-represented Agency employees. Employees who, by their own decision, fail to use the facilities arranged for will not receive said allowance or be reimbursed for expenses they may incur by eating elsewhere, unless they have a licensed physician's prescription for a medically necessary special diet. The prescription must clearly specify the special dietary need. This provision does not apply to situations described in Article 36.3A,C Section 3, nor overtime work situations that employees might work to meet project deadlines but are able to leave their job site for a meal.

ARTICLE 34--STANDBY DUTY/ON-CALL DUTY

Section 1. Standby Duty.

(a) An employee shall be on standby duty when required to be available for work outside their normal working hours, and subject to restrictions consistent with the FLSA which would prevent the employee from using the time while on standby duty effectively for the employee's own purposes.

(b) Compensation for standby duty shall be at FLSA-eligible employee's straight time rate of pay or for FLSA-exempt employees hour for hour compensatory time off. Overtime hours shall be at the appropriate overtime pay rate pursuant to Article 32.

Section 2. On-Call Duty.

(a) 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.

(b) Employees assigned on-call duty on a holiday shall be paid one (1) hour of pay at time and one-half (1 ½) their regular hourly rate for each six (6) hours of assigned on-call duty. Employees are assigned on-call duty for less than six (6) hours shall be paid on a prorated basis.

(c) An employee shall be assigned on-call duty when specifically required to be available for work outside their working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

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

(e) On-call duty time shall not be counted as time worked in the computation of overtime hours worked but on-call pay shall be included in the calculation of the overtime rate of pay.

Section 3. Compensation for Time Worked.

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

(b) An employee shall be paid a minimum of the equivalent of one (1) hour pay at the appropriate rate of pay computed from when the employee actually begins work.

(c) The employee will not receive additional compensation if the employee receives additional calls during the same one (1) hour period, including the resumption of on-call-duty.

Section 4. On-Call Duty Call Out.

(a) When an employee who is required to report to a work site to commence performing assigned duties from on-call status, they shall be paid a minimum of the equivalent of two (2) hours pay at the appropriate rate of pay computed from when the employee actually begins work.

(b) The employee will not receive additional compensation if the employee receives additional call-outs during the same two (2) hour period, including the resumption of on-call duty.

(c) This provision does not apply to telephone calls, emails and text messages or where the employee is not otherwise required to report to a work site. Telecommuting/teleworking are not considered a work site for purposes of this Section.

(See also Human Services Coalition Letter of Agreement 34.1M-23-451 & Institutions Coalition Letter of Agreement 34.2C-18-326 & ODOT Coalition Letter of Agreement 34.3E-20-387 in Appendix A).

REV: 2019, 2021,2023

ARTICLE 36--TRAVEL POLICY

Section 1. Travel allowances and reimbursements, including meal, lodging and transportation expenses, shall be as provided in the Department of Administrative Services, Oregon Accounting Manual Travel Policy (OAM #40.10.00.PO). However, Section .105 of the policy shall read as follows: Personal telephone calls to immediate family members or significant others to confirm the traveler's well-being while on travel status are allowed. Employees shall be reimbursed for one (1) phone call home on the first day of travel and every other day for a five (5) to ten (10) minute call. When authorized by the Agency, employees will be provided access to State phone cards or State phone card numbers. When State phone cards are not

available or the employee does not charge the call to their hotel room, employees shall provide receipts. Personal telephone bills reflecting the eligible calls made during travel status can serve as a receipt.

The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

Section 2. Travel Advances. Section .103(c) of the Travel Advance Policy (OAM #40.20.00.PO) is clarified to mean that an Agency will grant a travel advance to employees who: 1) specifically request a travel advance pursuant to Employer and Agency procedures and requirements; 2) travel infrequently where the employee's regularly assigned duties do not include traveling; and 3) who are unable or not required by the Agency to obtain a State credit card for travel purposes.

Section 3. State Vehicle Use. For purposes of authorized travel, an employee is allowed personal use of the assigned state vehicle consistent with OAR 125-155-0520.

(See also Special Agencies Coalition Letter of Agreement 36.5D-19-337 in Appendix A).

ARTICLE 36T--TRAVEL POLICY (Temporary Employees)

Travel allowances and reimbursements, including meal, lodging, and transportation expenses, shall be as provided in the Department of Administrative Services Travel, Oregon Accounting Manual Policy (OAM #40.10.00.PO) as provided in the SEIU Local 503, OPEU Master Agreement for other represented employees. The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

ARTICLE 36.3A,C--TRAVEL POLICY (ODOT, Forestry)

Section 1. The Department of Administrative Services' Travel Policy shall apply to bargaining unit employees represented by the Union in the above Agencies except where noted below.

Section 2. This Section supplements section .101 of the Travel Policy:

(a) Immediate excluded supervisors or their superiors shall determine the necessity for travel, type of travel assignment and the basis of travel expense allowance or reimbursement. The basis for travel expense allowance or reimbursement will be determined prior to the employee's departure and will be made considering the following factors:
   (1) availability of commercial facilities;
   (2) duration of continuous travel assignment;
   (3) nature of work assignment;
   (4) overall cost to the Agency; and,
   (5) circumstance of the employee.

   Only one (1) basis of travel expense allowance or reimbursement shall be utilized for any one (1) travel assignment, unless more than one (1) basis is authorized by the immediate excluded supervisor or their superior. If an employee is directed by their supervisor to use commercial lodging, the employee will receive commercial lodging reimbursement. Travel expense allowance or reimbursement will be paid only when the employee is absent from their official station, unless otherwise authorized in advance.

Section 3. Individual Expense Reimbursement Basis.

Forestry Only. During fires and other emergency situations when an employee is required to be absent from their official station, the Agency will provide meals and lodging to the employee after arrival at the fire or emergency site. These meals and lodging are normally provided through the use of facilities such as a fire camp or commercial facilities.

If an employee is absent from their official station and traveling to the fire or other emergency site and stops for a commercially prepared meal, they will receive a meal allowance consistent with sections .116 (Meal Per Diem During Non-Overnight Travel) and .117 (Application of Meal Per Diem Rates) of the Department of Administrative Services Travel Policy. Travel status will begin when the employee departs from their official station and end upon the employee returning to their official station. An employee will not be reimbursed for a meal or lodging expenses incurred as a result of the failure to use facilities as normally provided by the Employer.

An employee who has arrived at a fire or emergency site will receive the Non-Commercial Lodging rate for each Agency-approved rest period for which lodging is not provided.

Section 4. Traveling Crews (ODOT only). This Section shall replace Non-Commercial Lodging Per Diem and Meal Per Diem of the Policy:

Per Diem Basis.

(a) An employee placed on a temporary assignment or assigned to a traveling crew and who is absent from their official station and who provides their own lodging shall be paid an hourly allowance consisting of the Non-Commercial Lodging Per Diem and the standard daily meal allowance specified in Appendix A of the DAS Travel Policy divided by twenty-four (24) hours for each hour or major portion thereof of the travelling crew assignment. If the amounts of the Non-Commercial Lodging Per Diem or the standard daily meal allowance specified in Appendix A of the DAS Travel Policy are changed, these amounts will be changed accordingly. Such allowance shall begin on the hour when they are absent from the official station and end on the hour when they return to the official station. This Subsection does not apply to the circumstances described in Section 3.

(b) An employee placed on a temporary assignment or assigned to a traveling crew and who is absent from their official station and who is lodged in an Employer-provided facility, as defined in Section 5(a)(3) or where camping is necessary to perform the assigned duties, shall be paid an allowance of the standard daily meal allowance specified in Appendix A of the DAS Travel Policy. Such allowance shall begin on the first hour they are absent from the official station and

end on the hour of return to the official station. This Subsection does not apply to the circumstances described in Section 3.

(c) Per diem allowances shall be considered to be full and complete reimbursement for personal travel; use of and transporting personally owned or rented camping equipment, trailers or motor homes; private vehicle mileage; motel, hotel or meal expense; and other incidental costs related to subsistence expense while on authorized travel.

(d) Travel to and from a per diem assignment will normally be in Employer-furnished vehicles. Transportation of employee-owned camping equipment and private vehicles, at the beginning and end of a per diem assignment, will be accomplished on Employer time. No mileage for privately owned or rented equipment will be allowed without prior approval of the Agency. Such approval will not be considered unless such equipment will be used on Employer-authorized business.

(e) Per diem will be paid on a continuous calendar day basis, including weekends, from the beginning through the end of an assignment. Weekend per diem will be allowed only when an employee is at the temporary work location on the last workday of the workweek and is at the temporary work location at the beginning of the normal shift on the first day of the following workweek.

Per diem payment will stop at the end of the last hour worked if an employee leaves on vacation, and will continue when the employee resumes work at the temporary work location. Per diem allowance for sick leave will be paid for days on which sick leave is taken up to a maximum of three (3) days in any one (1) per diem assignment, provided the employee would have receive the allowance had they worked and provided the employee remains at the temporary work location.

Section 5. This Section shall supplement section .110 of the Policy.

(a) Definitions:

(1) Official station:

(A) ODOT, Including DMV - the building, office, assembly point or other similar location to which an employee is permanently assigned or to which they are scheduled to report for work.

(B) Forestry Only - the geographic work area (unit or district) or, where appropriate, the building or office to which an employee is normally assigned.

(2) Transportation expenses may consist of:

(A) Commercial carrier fare;
(B) State shuttle bus;
(C) State car;
(D) Emergency repairs to State vehicles;
(E) Parking and garage fees for State or authorized privately owned vehicles;
(F) Bridge tolls;
(G) Necessary taxi, limousine or bus fares;
(H) Private car mileage and rental cars, except as limited by the Policy; or,
(I) Other charges essential to transport from and to the official station.

(3) Employer-Provided Facility - means a trailer or building owned or leased by the Employer which is equipped with complete bathing or shower facilities, cooking facilities (where meals are not otherwise provided by the Employer) and individual bunks.

(4) Forestry Only.

(A) Employees who are assigned overnight duties away from their work station but within their official station, will be eligible for travel expense.

(B) Work station is defined as the location to which an employee normally reports to work.

(C) Nothing in this Section is intended to restrict supervisor's rights provided in Section 2 of this Article.

Section 6. DMV – Transportation Services Representatives. When an employee is required to report for work at a location away from their regularly assigned office, they shall be authorized pay for time spent traveling to and from the new location unless the new location is closer to the employee's residence than the regularly assigned office.

Section 7. The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to the Department of Administrative Services Travel Policy (#40.10.00.PO). Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

Section 8. Non-Overnight Travel (ODOT Only). Any bargaining unit employee, except employees occupying classifications listed in Article 33.3A, shall be eligible for meals during non-overnight travel as provided in Section .116 of the Department of Administrative Services Travel Policy.

ARTICLE 36.3D--TRAVEL POLICY (ODOA)

Non-Overnight Travel. Any bargaining unit employee shall be eligible for the lunch per diem in accordance with DAS Policy (40.10.00 116b) when the employee is required to meet during their lunch period.

REV: 2015

ARTICLE 37--MILEAGE REIMBURSEMENT

Use of private vehicles in the pursuit of official business and reimbursement for such use shall be as provided in the Department of Administrative Services, Oregon Accounting Manual Policy (OAM #40.10.00.PO). The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

ARTICLE 38--MOVING EXPENSES

Reimbursement for moving shall be as provided in the Department of Administrative Services, Chief Human Resource Office Policy, Employee Relocation Allowance (#50.20.00). The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

ARTICLE 40--PENALTY PAY (All Coalitions Except ODOT)

Section 1. Call Back Compensation.

(a) Call back is an occasion where an employee has been released from duty and is called back to work prior to their normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except that the Agency shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.

(b) An employee who is called back to work outside their scheduled workshift shall be paid a minimum of the equivalent of two (2) hours pay at the overtime rate of pay computed from when the employee actually begins work. After two (2) hours work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for time worked.

(c) This provision does not apply to telephone calls at home or overtime work which is essentially a continuation of the scheduled workshift.

Section 2. Reporting Compensation.

(a) Reporting time is the time designated or recognized as the start of the daily workshift or weekly work schedule.

(b) An employee's reporting time may be changed two (2) hours earlier or two (2) hours later, or less, without penalty, if the employee is notified a minimum of twelve (12) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without proper notice, the employee shall be entitled to a penalty payment of fourteen dollars ($14.00).

(c) An employee's reporting time may be changed more than two (2) hours, earlier or later, without penalty, if the employee is notified a minimum of five (5) workdays in advance. If the employee's reporting time is changed without the required notice, the employee shall be entitled to a penalty payment of twenty-one dollars ($21.00). The penalty payment shall continue until the notice requirement is met or the employee is returned to their reporting time(s), whichever occurs first.

Section 3. Show-Up Compensation. An employee who is scheduled for work and reports for work, except for situations addressed in Article 123--Inclement or Hazardous Conditions, and is released from work shall be paid the equivalent of two (2) hours pay at the appropriate rate. When an employee actually begins their scheduled shift, the employee shall be paid for the remainder of the scheduled shift.

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

Section 4. Modification of Work Schedule. When a change of work schedule is requested by an employee and approved by the Agency, all forms of penalty pay and daily overtime compensation shall be waived by the employee for the requested change in schedule, but not for work over forty (40) hours per week. Shift differential shall be paid in accordance with Article 26 – Differentials.

REV: 2021

ARTICLE 40.3--WORK SCHEDULE PREMIUM PAY (ODOT Coalition)

Section 1. Call Back Compensation.

(a) Call back is an occasion where an employee has been released from duty and is called back to work prior to their normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except that the Agency shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.

(b) An employee who is called back to work outside their scheduled workshift shall be paid a minimum of the equivalent of two (2) hours pay at the overtime rate of pay computed from when the employee actually begins work. After two (2) hours work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for time worked.

(c) This provision does not apply to overtime which is essentially a continuation of the scheduled workshift.

(d) ODOT Coalition (Except ODF). Employees may designate call back compensation as compensatory time or cash.

(e) ODOT Coalition (Except ODFW).

(1) An employee who responds to a telephone call at home outside their work schedule hours and the employee is required to perform assigned duties, by a management representative or their designee, at their home will be compensated for actual time worked at the appropriate overtime rate of pay/compensatory time but no less than thirty (30) minutes per call. Time spent on the telephone call or work related to the telephone call must be at least fifteen (15) minutes in duration.

(2) The employee will not receive additional compensation if the employee receives multiple telephone calls during the same thirty (30) minute period.

(3) This Subsection shall not apply where the employee is called and there is no assignment of work but rather information is requested to locate such items as keys, reports, files, paperwork or other information.
(4) This Subsection shall not apply to employees assigned to on-call status.
(5) This Subsection shall not apply to phone calls where the Agency calls to direct the employee to report to work.
(6) This Subsection shall not apply where the Agency calls the employee to work overtime.

(f) Contacted Outside of Work (ODFW Only).
(1) An employee who is contacted by the supervisor or the supervisor's authorized designee outside their work schedule hours and the employee is required to perform assigned duties at their home will be compensated for actual time worked at the appropriate rate of pay, but for no less than thirty (30) minutes per request. Time spent on the telephone call, text message, email, or other method of communication, or work related to the request must be at least fifteen (15) minutes in duration.
(2) The employee will not receive additional compensation if the employee receives multiple contacts during the same thirty (30) minute period.
(3) If an employee is required to leave their home to travel to a worksite, the employee shall be compensated when the employee actually begins work.
(4) Subsection (e) shall not apply where the employee is contacted and there is no assignment of work but rather information is requested to locate such items as keys, reports, files, paperwork or provide information.
(5) Subsection (e) shall not apply to overtime which is essentially a continuation of the scheduled workshift.
(6) Contacting the employee shall not be treated as a "call back" as stated in Section 1(a) of this Article.

(g) Hatchery Alarms (ODFW Only).
(1) An employee who responds to a hatchery alarm outside their work schedule hours and the employee has not been assigned on-call or standby duty, will be compensated for actual time worked at the appropriate rate of pay, but for not less than thirty (30) minutes. Time spent on the alarm response must be at least fifteen (15) minutes.
(2) An employee will not receive additional compensation if the employee responds to multiple alarms during the same thirty (30) minute period.
(3) Subsection (f) shall not apply to overtime which is essentially a continuation of the scheduled workday.
(4) Hatchery alarms shall not be treated as a "call back" as stated in Section 1(a) of this Article.

Section 2. Reporting Compensation.

(a) Reporting time is the time designated or recognized as the start of the daily workshift.
(b) An employee's reporting time may be changed two (2) hours earlier or two (2) hours later, or less, if the employee is notified a minimum of twelve (12) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without proper notice, the employee shall be entitled to call back compensation as provided in Section 1 of this Article.
(c) (Except Agriculture) An employee's reporting time may be changed more than two (2) hours, earlier or later without penalty, if the employee is notified a minimum of seven (7) calendar days in advance. If the employee's reporting time is changed without the required notice, the employee shall be entitled to a penalty payment of three (3) hours straight-time pay in addition to the appropriate pay for the hours worked. The penalty payment shall continue until the notice requirement is met or the employee is returned to their prior reporting time(s), whichever occurs first.
(d) This Section shall not apply to employees of the Department of Forestry who are engaged in firefighting activities.

Section 3. Show-Up Compensation.

(a) An employee who is scheduled for work, and reports for work, except for situations addressed in Article 123--Inclement or Hazardous Conditions, and is released from work shall be paid the equivalent of two (2) hours pay at the appropriate rate.
(b) When an employee actually begins their scheduled shift, the employee shall be paid for the remainder of the scheduled shift. Part-time, hourly paid employees who actually begin their scheduled shift shall be paid for the remainder of their scheduled shift.
(c) ODOT Only: When an employee has been scheduled to work outside of their regular schedule and has reached forty (40) hours in their work week, the employee will be paid a minimum of two (2) hours pay at the appropriate rate when the employee reports at the assigned time.

Section 4. Modification of Work Schedule. When a change of work schedule is requested by an employee and approved by the Agency, all forms of penalty pay and overtime compensation associated with the changed schedule shall be waived.

Section 5. Leave Cancellation Pay (ODOT only). If the Employer cancels an employee's scheduled vacation leave, compensatory leave, and/or personal business while on leave, and requires them to report to work, the Employer shall pay the employee at the half (1/2)-time rate in addition to the straight-time rate for the first two (2) hours worked on the first day. (See also ODOT Coalition Letter of Agreements 40.3AB-19-356 & 40.3A-23-476 in Appendix A.)

REV: 2013, 2015, 2019

ARTICLE 43--CAREER DEVELOPMENT

Section 1. As part of an employee's quarterly check-in (see Article 85), the employee shall receive information about career paths and promotional opportunities within State Agencies. At the request of the employee, the employee and their manager shall meet to specifically discuss providing professional growth opportunities.

Additionally, bargaining unit employees may contact their Human Resource Office to identify promotional paths within their Agency.

Section 2. Employees, subject to providing reasonable notice and receiving prior supervisory approval, shall be allowed paid time to talk to internal recruiters when such time occurs during their work hours. Such requests shall not be arbitrarily denied or rescinded.

REV: 2021,2025

ARTICLE 44--AFFIRMATIVE ACTION

The State agrees to have a designee from each Agency meet, upon specific request, with the SEIU Local 503, OPEU Affirmative Action, Equal Opportunity Committee to present and discuss their affirmative action plan including, but not limited to, efforts to recruit, retain, and promote minorities, women, and people with disabilities.

ARTICLE 45--FILLING OF VACANCIES

Section 1. Vacancies will be filled based on merit principles with a commitment to upward mobility through the use of lists of eligible candidates, except for direct appointments, transfers, demotions, or reemployments. Lists shall be established through the use of tests which determine the qualifications, fitness, and ability of the person to perform the required duties. The Department and the Agency retain all rights, except as modified in Articles 45.1--45.5, to determine the method(s) of selection and to determine the individuals to fill vacancies.

Section 2. Except for the Injured Worker list, Agency layoff list, Articles 45.1-45.5, and Secondary Recall List (Article 70, Section 11), the Employer retains all rights to fill a vacancy using any of the following methods or lists as appropriate. The Injured Worker list shall take precedence over all other lists, reemployment, and direct appointment.

(a)

(1) Injured Worker List. This list shall be used as first priority and shall consist of employees with compensable work-related injuries or illnesses that occurred while employed.

(2) Agency Layoff Lists. Names of regular status employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on lists established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area. The order of certification on this list shall be determined by seniority computation procedures as defined in Article 70--Layoff.

The term of eligibility of candidates placed on the lists shall be two (2) years from the date of placement on the lists.

(3) Secondary Recall Lists. See Article 70, Section 11.

(b) Applicant Lists. Applicant lists shall consist of:

a. state employees from within an agency,
b. other state employees,
c. external applicants, or
d. a combination of the above applicant groups.

SEIU represented temporary employees who are currently employed with the state shall be treated as internal candidates for job postings they apply for within their Agency or other state agencies.

(c) Reemployment. An employee who separated from a position in good standing may be reemployed within two (2) years to a position in the same or lower classification upon approval of the Appointing Authority. The employee must meet the minimum and special qualifications of the position and must make written application for reemployment.

(d) Transfer. An employee may transfer or be transferred from one (1) position to another in the same classification or salary range. To voluntarily transfer the employee must make written application for transfer to the Appointing Authority or Employer as appropriate and must meet the minimum and special qualifications of the position.

(e) Demotion. An employee may demote or be demoted from a position in one (1) classification to a position in a lower classification or salary range. To voluntarily demote, the employee must make written application to the Appointing Authority or Employer as appropriate, and must meet the minimum and special qualifications of the position.

(f) Direct Appointment. The Employer may use noncompetitive selection and appointment for unskilled or semi-skilled positions, or where job-related ranking measures are not practical or appropriate, or if there is no appropriate list available and establishing a list could cause an undue delay in filling the position, or affirmative action appointments.

Section 3. The Employer agrees to post internal/external recruitments for a minimum of seven (7) calendar days. The timeline shall begin the first calendar day following the posting. The notice shall include a summary of the job duties and pay of the position, the qualifications required, the application deadline of the recruitment (if applicable), and other pertinent information. The Employer further agrees to notify employees if their application has been accepted.

Section 4. Job Interview Leave.

(a) Employees, subject to providing reasonable notice and receiving prior supervisory approval, shall be allowed Interview Leave time, including travel, to interview for positions within their Agency, when such interview(s) occurs during their work hours. Such leave requests shall not be arbitrarily denied or rescinded. If the leave is denied, the employee may request the Agency provide the reason for the denial in writing.

(b) Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to four (4) hours of Agency paid time for Interview Leave time, including travel, for positions with another state Agency, when such interview(s) occurs during their work hours. Such leave requests shall not be arbitrarily denied or rescinded. If the leave is denied, the employee may request the Agency provide the reason for the denial in writing.

(c) Interview Leave time approved and taken to interview with another state Agency that exceeds the 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. Use of accrued leave for this purpose shall not result in overtime.
(d) Denial of Interview Leave time shall be subject to the grievance procedure up to Step 2.
(e) All Interview Leave time, including travel, approved under Subsection (a) and (b) must be recorded as IT on the employee's timesheet/time reporting record.
(f) Interview Leave used shall not count as time worked for purposes of overtime.
(g) An Agency shall not incur any employee reimbursement costs.

Section 5. Internal Candidate Interview Feedback. An employee who is interviewed and not selected for promotion or transfer may request and shall be given the opportunity to discuss their non-selection and opportunities for improvement with the hiring supervisor, and may request and shall receive, in writing, an explanation of the reason(s) they were not selected and opportunities for improvement within a reasonable period of time.

Section 6. See Articles 45.1-45.5.

(See Letter of Agreements 45.00-09-175 & 45.00-19-363 & 45.00-24-484 in Appendix A.)

REV: 2013, 2019, 2021,2023,2025

ARTICLE 45.3A,B--FILLING OF VACANCIES (ODOT, OPRD)

Section 1. ODOT, OPRD.

(a) When opportunities for transfer or promotion of employees become open, those employees eligible for interview shall receive at least five (5) days notice unless the employee agrees to an earlier time before the scheduled date of interview. The employee, after receiving such notice, will be allowed a maximum of two (2) working days to accept or reject the interview offer. Fair consideration for the promotion or transfer shall be given to employees who are eligible.
  (1) If two (2) or more internal candidates are deemed equal, the transfer or promotion shall be given to the candidate who has the greatest length of service with the Agency.
  (2) ODOT Only: For open competitive or Agency opportunity recruitments, employees who are currently on the Agency transfer list will be notified of recruitments for the classification and geographic area that the employee indicated on their transfer request form.
(b) When the position is filled, each unsuccessful employee applicant shall be notified within five (5) days of the appointment that the position has been filled. An employee is interviewed and not selected for a promotion or transfer may exercise their right for feedback according to Article 45, Section 5.
(c) Employees may volunteer for transfer. It is the responsibility of any employee wishing to transfer to another location to make a written request to the Agency Personnel Operation Section clearly indicating the reasons for desiring a transfer. Requests based on medical or family welfare situations will be given priority and, at the discretion of the Agency, may be considered to be for the benefit of the Agency.
(d) All transfers shall be at the discretion of the Agency. Requests for transfer may be considered separately or in combination with candidates for promotion at the discretion of the Agency. A supervisor who is hiring may consider transfer candidates only or may consider both transfers and other candidates. In all cases, lateral transfers to the same classification shall be considered and offered an initial interview, subject to meeting any special qualifications of the position. Except for hardship transfer requests, when the Agency uses an open competitive recruitment process, transfer candidates will be given first hiring consideration before internal Agency promotion candidates and candidates from outside the Agency.
(e) Promotion lists shall normally consist of five (5) candidates plus qualified affirmative action candidates whose placement on the list will be by promotional examination and by willingness to accept the promotion offered. Employees with tied scores will all be considered.
(f) Any transfer or promotion granted as the result of a competitive interview will be considered to be for the benefit of the Agency. A request for transfer which is granted without the competitive interview procedure or without a notice of vacancy being circulated to eligible employees shall be considered to be for the benefit of the employee and any employee desiring this type of consideration shall agree to this condition when requesting transfer.
(g) If, because of lack of work, it is necessary to transfer an entire crew, it shall be considered as "at the request of or for the benefit of the Agency."
(h) If, because of lack of work, it is necessary to transfer an individual employee out of the work unit, it shall be done as follows:
  (1) The Agency shall first select from the list of volunteer employees who hold equivalent positions. The Agency may deny a request if the employee does not possess the basic skills for the position or is currently essential to the job they are presently on.
  (2) If there are not employees on the volunteer list for transfer, the Agency shall select an employee for transfer. If selected employees do not wish to transfer, then the seniority points shall be computed only for those qualified employees in the classification at the geographic location, and the one (1) with the least seniority shall be transferred. If there is more than one (1) crew or work unit at the geographic location, then the seniority in a particular classification would apply to all the crews treated as one (1) unit.
(i) In any other non-voluntary transfer situation, an employee selected who does not want to transfer shall be entitled to challenge the action through the grievance procedure to determine if the transfer is appropriate. Such hearing shall occur at the employee's option and shall be held prior to the transfer becoming effective.

(j) A transfer requested by an employee because of medical condition resulting from job-connected injury shall not be considered to be a transfer for the benefit of the employee but, when made, shall be considered to be for the benefit of the Agency.
(k) Except in the case of an emergency, the Agency shall give the employee a minimum of three (3) days' notice in advance of the reporting date when the employee is being assigned to work at a temporary headquarters. The employee shall be given maximum possible notice when returning to permanent headquarters.

Section 2. OPRD Only.

(a) Before the end of a season, if the Agency decides to add additional contiguous days to that season, the most senior seasonal employee still working during that season shall be offered the opportunity to continue to work provided: 1) the employee possesses the knowledge, skills and abilities to perform the work that is required; and 2) the work location is the same management unit that the seasonal employee is working.
(b) If the most senior seasonal employee is not selected, then the next most senior seasonal employee still working during that season will be offered the opportunity to work provided the criteria stated in Section (a) is met.
(c) In the event that the extension of a season results in the seasonal employee working without going into off-season status, the Agency shall issue a new projected end of season date at the employee's next benefit service date.
(d) Seasonal employees not currently employed with the Agency, who have recall rights, shall be eligible to apply for Agency promotional employment opportunities.

(See also ODOT Coalition Letter of Agreement 45.3AB-25-510 in Appendix A.)

REV: 2015,2025

ARTICLE 45.3C--FILLING OF VACANCIES (Forestry)

Section 1. Promotion.

(a) The Agency advocates promotion of employees whenever appropriate and will make every effort to inform employees and encourage them to apply for examinations which offer promotional opportunities.
(b) Seasonal employees not currently employed with the Agency, who have recall rights, shall be eligible to apply for Agency promotional employment opportunities.

Section 2. Transfer. An employee desiring to transfer to another position within the same type of appointment (i.e., seasonal, limited duration, permanent) in the same classification will submit a written request to the Human Resources Section stating the nature of the request, type of position desired, locations desired, and date available to transfer. The employee must meet the minimum and special qualifications of the position. An employee so qualified will then be interviewed and considered either before or in conjunction with promotional candidates for those vacancies in which the employee expressed an interest.

REV: 2021,2023

ARTICLE 45.3D--FILLING OF VACANCIES (ODOA)

Section 1. Any vacant bargaining unit position that the Agency chooses to fill shall first be filled by using the Agency's Layoff List, if such a list exists.

Section 2. When the Agency chooses to fill a vacant bargaining unit position, the Agency shall post the vacancy for no less than ten (10) calendar days. The position shall be posted on the Agency's bulletin board.

ARTICLE 45.3E--FILLING OF VACANCIES (ODFW)

Section 1. Promotion. The Agency advocates promotion of employees and will make every effort to inform employees and encourage them to apply for examinations which offer promotional opportunities.

Section 2. Unless precluded by federal or state law, any vacant permanent bargaining unit position which the Agency chooses to fill shall be filled by using the Agency Layoff List first followed by the Secondary Recall List. If no appointment is made from these lists, the Agency shall follow the procedures outlined in the Sections below.

Section 3. Whenever the Agency chooses to fill a vacant permanent bargaining unit position, the Agency shall select the recruitment method of its choice. However, an employee desiring a lateral transfer to another bargaining unit position in the same classification, including a seasonal employee who has satisfactorily completed the previous season, may submit a written request to the Agency's Human Resources Division for the specific recruitment announcement. Whenever a Transfer List for that recruitment announcement is used to fill a vacant permanent bargaining unit position, all qualified employees on the list will be offered an interview and considered for the vacancy. For purposes of this Article, a qualified transfer employee is an employee who meets all minimum and special qualifications for the position and has not been subject to discipline or denied a performance pay increase the past twelve (12) calendar months.

Section 4. If an employee is not selected for a position for which they applied, the employee may, upon request, discuss with the hiring supervisor why they were not selected for the position.

ARTICLE 45.3G--FILLING OF VACANCIES (Agriculture)

Section 1. Posting of Vacancies (Promotions, Voluntary Demotions, and Lateral Transfers).

(a) Whenever the Agency intends to fill a vacant bargaining unit position, the Agency will first use the appropriate Injured Worker List; Layoff and Secondary Recall Lists in accordance to Article 45.
(b) For Internal and/or External job announcements, the Agency shall follow Article 45, Section 3.
(c) For Promotional or Transfer Opportunities including voluntary demotions, employees shall apply through the open job announcement(s) using the State's Application System. Employees seeking to fill one of these vacancies, who meet the

minimum and any special qualifications for the position, shall participate in the interview process and be given full consideration.

(d) The Agency may send out or post job opportunities within the Agency, either by email, agency intranet website, and/or on bulletin boards.

(e) The Agency may give consideration to employees applying for lateral transfer or demotion due to extreme economic hardship or serious medical need. The employee must meet the minimum and special qualifications for the classification and be able to perform the requirements of the job. Such requests shall not be arbitrarily denied.

Section 2. Feedback. Any internal applicant considered, but not selected, for a vacant position and/or any employee not selected for transfer, may request and be given the opportunity to discuss their non-selection and opportunities for improvement with the hiring supervisor or may request and receive in writing an explanation of the basis for non-selection within a reasonable period of time.

Section 3. Promotions and Transfers.

(a) All Agency promotional opportunities and vacancies intended to be filled shall be announced through the open job announcements. Such information shall be posted on designated bulletin boards in District Offices and through an all Agency email.

(b) Employees shall apply through the open job announcements. Employees who meet the minimum and any special qualifications for the position, will be interviewed and considered.

(c) The Agency will notify an employee in writing at least thirty (30) calendar days in advance of any non-volitional transfer involving a change in the employee's official workstation of twenty-five (25) miles or more.

NEW: 2019

ARTICLE 45.3H,I--FILLING OF VACANCIES (Water Resources and OWEB)

Section 1. The Agency shall seek to promote or transfer within the Agency by interviewing and considering employees who meet the minimum and any special qualifications for the position. In addition, all permanent vacancies the Agency intends to fill shall be announced through an all Agency email on the posting date.

Section 2. The supervisor will evaluate the employee, considering the knowledge, skills, and abilities necessary to perform the work duties of the vacant position. Employees who meet the minimum and any special qualifications for the position will be considered before external applicants. Employees who apply to open until filed announcements must apply during the initial review period and be responsive during the recruitment process to receive prior consideration.

NEW: 2019,2023

ARTICLE 48--VETERANS' PREFERENCE

ORS 408.225 to 408.290 shall be applied as appropriate to all Articles covered by this Agreement.

ARTICLE 49--TRIAL SERVICE

Section 1. Each employee appointed to a permanent position in the bargaining unit shall serve a trial service period upon:

- initial appointment to state service;
- promotion;
- underfill to a higher level classification;
- lateral transfer inside their Agency to a different classification;
- lateral transfer between agencies;
- or rehire within two (2) years of separation (including reemployment).

Section 2. The trial service period is recognized as an extension of the selection process and is the time immediately following appointment and shall not exceed six (6) full months. For part-time and seasonal employees, trial service shall be 1,040 hours.

Trial service will be nine (9) months for employees hired in the classification of Child Support Case Manager (Entry) in DOJ; Client Care Surveyor and Disability Analyst (Entry). Trial service will be twelve (12) months for new employees hired as Industrial Hygienist 1 and 2, Occupational Safety Specialist 1 and 2 in DCBS, and Adult Protective Service Specialist in Oregon Department of Human Services.

Section 3. Subject to management approval, trial service employees may be granted leave without pay in the event of an absence.

Section 4. The supervisor shall evaluate the employee's work habits and ability to perform their duties satisfactorily and provide the employee feedback within the trial service period. Trial service may be extended in instances where a trial service employee has been on a cumulative leave without pay for fifteen (15) days or more and then only by the number of days the employee was on such leave, or when the Appointing Authority has established a professional or technical training program for positions requiring graduation from a four (4) year college or university or the satisfactory equivalent thereof in training and experience, including but not limited to the training of accountants and auditors, and which is for the purpose of developing the skills or knowledge necessary for competent job performance in the specialized work of such Authority, the employee may be required to train under such program for a period not exceeding six (6) months and the trial service period for such employee shall be the length of the approved training program plus six (6) full months. An employee's trial service may also be extended for the purpose of developing the skills and/or knowledge necessary for competent job performance. Written notice of the extension will be provided to the employee and a copy of the extension shall be forwarded to SEIU Headquarters and the Labor Relations Unit.

Section 5. When, in the judgment of the Appointing Authority, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, the Appointing Authority may at any time appoint the employee to regular status.
Section 6. Trial service employees may be removed from service when, in the judgment of the Appointing Authority, the employee is unable or unwilling to perform their duties satisfactorily or their habits and dependability do not merit continuance in the service.
Section 7. An employee who is removed from trial service following a lateral transfer or a promotion shall have the right of return to the Agency and the classification or comparable salary level, which the employee previously held, unless charges are filed and they are discharged as provided in Article 20--Discipline and Discharge. An employee may request trial service removal following a lateral transfer or promotion. If approved by management, the employee shall have the right of return to the Agency and the classification or comparable salary level, which the employee previously held unless charges are filed and they are discharged as provided in Article 20--Discipline and Discharge.
Section 8. If any employee is removed from their position during or at the end of their trial service period and the Appointing Authority determines that they are suitable for appointment to another position, their name may be restored to the list from which it was certified if still in existence.
Section 9. Removals and failure to give feedback during the trial service period are not subject to the Grievance and Arbitration procedure.

REV: 2013, 2015, 2019, 2021

ARTICLE 50--TRANSFER DURING TRIAL SERVICE

Section 1. An employee who is transferred to another position in the same classification or a different classification at the same or lower salary level in the same Agency shall complete the trial service period by adding the service time in the former position.
Section 2. An employee who is transferred to another position in the same classification or a different classification at the same or lower salary level in another Agency prior to the completion of the trial service must complete a full trial service period in the new position.

ARTICLE 51--LIMITED DURATION APPOINTMENT

Section 1. Limited Duration Appointments. An Agency may hire employees 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. Additionally, employees may be hired as limited duration appointments, for workload purposes, when needed to fill short-term or transitional assignments, including, but not limited to, legislative directive, reorganizations, unanticipated workload needs or when position reduction is anticipated.

(a) Limited duration appointments may be filled by hiring new employees to state service or hiring current employees.
(b) Such appointments shall be for a stated period not exceeding two (2) years. If an Agency needs to extend a limited duration appointment beyond two (2) years, they will provide written notice of the extension to the employee. A copy of the notice shall be forwarded to SEIU Local 503 (mrc@seiu503.org) and the DAS CHRO Labor Relations Unit (LRU@das.oregon.gov). The notice of extension will include:
- the employee's name, email address and contact phone number;
- the employee's classification;
- the date the employee was originally appointed to the limited duration position;
- the date the limited duration appointment is scheduled to end;
- the reason for extension; and,
- the date the limited duration appointment is being extended through.

(c) These appointments will not be used in a manner that subverts or circumvents the filling of budgeted positions pursuant to Article 45 and Article 45.1-45.5. The Employer will not end a limited duration appointment to circumvent Section 3(b) below.

Section 2. Conditions of Limited Duration Appointments. An employee accepting such appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

(a) The appointment is of limited duration.
(b) The appointment may cease at any time within the first twenty-four (24) months.
(c) If an appointment extends beyond twenty-four (24) months, the appointment may cease at any time only when special studies, projects, or the need for additional workload ends.
(d) Employees that accept a limited duration appointment who are newly-hired to state employment or have not gained regular status in their current position are not entitled to layoff rights except as provided for in Section 4(b). If a limited duration employee is hired directly into a permanent position in the same classification within the same Agency, time served in the limited duration appointment shall count towards the required trial service period in the permanent position. If the limited duration appointment was equal to or longer than the required trial service period, they shall not be required to serve a trial service period and shall be considered a regular status employee.
(e) 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 representation under this Agreement.

Section 3. Layoff and Recall Rights.

(a) A newly-hired employee to state employment for a special study or project limited duration appointment shall not be entitled to layoff rights unless the special study or project limited duration appointment exceeds two (2) years. In the latter instance, they shall be placed on the Agency recall list and the secondary recall list in the affected geographic area when the limited duration appointment ends.

(b) A newly-hired employee to state employment for a workload limited duration appointment shall be entitled to layoff rights after seventeen (17) months of continuous employment.

(c) A current, regular status employee hired into a limited duration appointment shall be entitled to layoff rights within the Agency where the limited duration appointment occurred. The Agency will initiate the layoff procedure pursuant to Article 70, Section 2 as follows:

(1) If the employee was hired into a special study or project limited duration appointment, the Agency will initiate the layoff procedure in the classification the employee held prior to the limited duration appointment, regardless of the length of the limited duration appointment.

(2) If the employee was hired into a workload limited duration appointment, the Agency will initiate the layoff procedure in the classification that has the higher salary range between:

(A) The classification the employee held prior to the limited duration appointment, regardless of the length of the limited duration appointment, or;

(B) The classification of the workload limited duration appointment, provided the employee has worked seventeen (17) continuous months.

Section 4. Reports. Upon request, the Employer shall provide a report to the Union listing all SEIU represented limited duration appointments and the reason for those appointments..

REV: 2015, 2019,2023,2025

ARTICLE 52--JOB SHARING

Section 1. "Job sharing position" means a full-time position that may be held by more than one (1) individual on a shared time basis whereby each of the individuals holding the position works less than full-time.

Section 2. Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the Appointing Authority to be considered for job share positions. An employee may also request that their position be considered for job share. The Appointing Authority shall determine if job sharing is appropriate for a specific position and will recruit and select employees for job share positions. Where job sharing is determined appropriate, the Appointing Authority agrees to provide written notification to all job share applicants of available job share positions in their office in the Agency. Where job sharing is determined inappropriate, the Appointing Authority agrees to provide written notification of the reason(s) to the employee.

Section 3. Job sharing employees shall accrue vacation leave, sick leave, and holiday pay based on a prorate of hours worked in a month during which the employee has worked thirty-two (32) hours or more. Individual salary review dates will be established for job share employees.

Section 4. Job sharing employees shall be entitled to share the full Employer-paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Employer-paid insurance benefits and the full premium amount through payroll deduction.

Section 5. If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from state service, the Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the Appointing Authority determines that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees 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 Appointing Authority, 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 acceptable, the employee agrees to resign.

ARTICLE 53--VOLUNTARY DEMOTION

An employee may make a request in writing to the Appointing Authority for a demotion from a position in one (1) classification to a vacant position in a classification of a lower rank for which the employee is qualified. If the Appointing Authority approves the request, the employee so demoted may, at a later date, request that their name be placed on an appropriate list for reemployment to the higher classification.

(See Letter of Agreement 00.00-99-51 in Appendix A.)

ARTICLE 55--PERSONAL LEAVE DAYS

Section 1. All employees after completion of six (6) months of service shall be entitled to receive personal leave days in the following manner:

(a) All full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year;

(b) Part-time, seasonal, and job share employees shall be granted such leave in a prorated amount of twenty-four (24) hours based on the same percentage or fraction of month they are hired to work, or as subsequently formally modified, provided it is anticipated that they will work one thousand and forty (1,040) hours during the fiscal year.

Section 2. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner.
Section 3. Such leave may be used by an employee for any purpose they desire and may be taken at times mutually agreeable to the Agency and the employee.

ARTICLE 56--SICK LEAVE

Section 1. Sick Leave with Pay. Sick leave with pay for employees shall be determined in the following manner:
(a) Eligibility for Sick Leave with Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.
(b) Determination of Service for Sick Leave with Pay. 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.
(c) Accrual Rate of Sick Leave with Pay Credits. Full-time employees shall accrue eight (8) hours of sick leave with pay credits for each full month they are in pay status. Employees who are in pay status for less than a full month shall accrue sick leave with pay on a prorated basis.

Section 2. Utilization of Sick Leave with Pay. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment due to any of the following reasons:

- illness;
- bodily injury;
- disability resulting from pregnancy;
- necessity for medical or dental care;
- preventive routine health care, including but not limited to screenings, services and counseling to help prevent illness;
- appointments associated with any benefit included in employee health, dental and vision plans;
- 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;
- Parent (includes biological, adoptive, stepparent, foster parent, or legal guardian, or the parent of your spouse/domestic partner, or your parent's spouse/domestic partner, or in loco parentis), child (includes biological, adopted, stepchild, or foster child; spouse/domestic partner's child, or the child's spouse/domestic partner, or a child for whom the employee stood in loco parentis), sibling or stepsibling or the sibling's or stepsibling's spouse or domestic partner, grandparent or the grandparent's spouse or domestic partner, grandchild or the grandchild's spouse or domestic partner, members of the immediate household, or an individual who is related by affinity to the employee.
    - When an employee uses sick leave to care for a family member who is related by affinity, the agency may require the employee to attest in writing that the employee and the person cared for have a significant personal bond that, when examined under the totality of the circumstances is like a family relationship.
- parental leave;
- for an employee to donate blood that is made in connection with a voluntary program for the donation of blood approved or accredited by the American Association of Blood Banks or the American Red Cross;
- Paid Leave Oregon.

The employee has the duty to insure that they make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. (See Section 9 for FMLA & OFLA.)

Section 3. Sick Leave Exhausted.
(a) After earned sick leave has been exhausted, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position.
(b) After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and extended nature to any employee upon request for a period up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the Agency.
(c) The Agency or the administrator may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the employing Agency. Any cost associated with the

supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

(d) After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use other paid leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such continuous and extended illness. Such requests shall not be unreasonably denied.

(e) An employee with a serious medical condition who has exhausted available leave balances may submit a written request to receive a "medical separation." A medical separation is defined as a voluntary resignation for medical reasons. The Employer shall grant a written request for a medical separation, unless the employee is under investigation for performance and/or misconduct unrelated to their exhaustion of leave. Employees who receive a medical separation will be notified of the reemployment provision in Article 45, Section 2(c).

Section 4. Restoration of Sick Leave Credit. Employees who have been separated from state service and return to a position (except as temporary employees) within two (2) years shall have unused sick leave credits accrued during previous employment restored.

Section 5. Transfer of Accruals. An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to a different state Agency.

Section 6. Workers' Compensation Payment. Sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall, if elected to be used by the employee, be used to equal 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. Should an employee who has exhausted earned sick leave elect to use accrued leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued leave.

No employee shall be required to utilize leave while receiving time loss benefits.

Section 7. Assumption of Sick Leave. Whenever an Agency of the State assumes control over the functions of a local government Agency within the State of Oregon, such state Agency may assume the unused sick leave that was accrued by an employee of the local government Agency during employment therewith, provided the employee accepts an appointment, without a break-in-service, to that Agency. Should the monthly sick leave accrual rate of the local government Agency be greater than that of the state Agency, the maximum amount of sick leave assumable by the state Agency shall be computed on the basis of the following formula:

$$\frac{\textit{Monthly Accrual Rate of State Agency}}{\textit{Monthly Accrual Rate of Local Agency}} \times \textit{Sick Leave Balance of Local Agency} = \textit{Maximum Sick Leave Assumable}$$

Should the monthly sick leave accrual rate of the local government Agency be less than that of the state Agency, the maximum amount of sick leave assumable by the state Agency shall be the amount of unused sick leave accrued during employment with the local government Agency.

Section 8. Hardship Leave.

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leaves and compensatory time for use by eligible recipients as sick leave. Agencies will allow employees to make donations of accumulated compensatory time or vacation leave, not to exceed the hours necessary to cover for the qualifying absence as provided in paragraph (d), to a coworker in that Agency or different Agency. 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. Authorization for transfer of donated leave shall not be unreasonably denied. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions.

(a) The recipient and donor must be regular employees.

(b) The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.

(c) Use of donated leave shall be consistent with those provisions found under Article 56, Section 2.

(d) Applications for hardship leave shall be in writing and sent to the Agency's Personnel Section and accompanied by the treating physician/practitioner's written statement certifying that the illness or injury, including medical appointments for treatment of the illness or injury, will continue for at least fifteen (15) days following donee's projected exhausting of the accumulated leave and the total leave is at least thirty (30) consecutive calendar days of absence in combination of paid and unpaid leave. Donated leave may be used intermittently for the same event after the employee has satisfied the eligibility requirements to receive donated leave.

(e) Donations shall be credited at the recipient's current regular hourly rate of pay.

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

(g) Employees otherwise eligible for or receiving workers' compensation will not be considered eligible to receive donations under this agreement until worker's compensation benefits are exhausted.

Section 9. Federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA). Oregon state government provides leave to employees according to the FMLA, OFLA and OMFLA. The provisions shall be as provided in the statewide Family and Medical Leave Policy (60.000.15). Employees on a

continuous block of leave may retain up to sixty (60) hours of either vacation or compensatory time for use upon returning to work. Designation to retain the leave shall be made in writing within five (5) business days of the beginning of the qualifying leave. In no instance shall an Agency restore leave or recoup pay as the result of such designation. Once the designation has been made and approved and the employee is on leave without pay status, that status will continue for the duration of the leave. Such employees are not eligible to receive hardship leave donations.

Any grievance alleging a violation of FMLA or OFLA will be submitted in writing within thirty (30) days of the date the grievant or the Union knows, or by reasonable diligence should have known, of the alleged grievance, directly to the Agency Head or designee. The Agency Head shall respond within fifteen (15) calendar days after receipt of the grievance. All unresolved grievances may be submitted by the grievant or the Union to BOLI or the Department of Labor, whichever is appropriate.

Section 10. 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). (See Letter of Agreements 56.00-24-485 & 56.00.25-491 in Appendix A.)

REV: 2013, 2015, 2019,2023,2025

ARTICLE 56T--SICK LEAVE (Temporary Employees)

Section 1. Sick Leave with Pay.

(a) SEIU-represented temporary employees shall accrue sick leave at the rate of at least one (1) hour of paid sick time for every thirty (30) hours the employee works or one and one-third (1 1/3) hours for every forty (40) hours the employee works.

(b) A SEIU-represented temporary employee appointed to a SEIU-represented permanent, seasonal, or limited duration position in any Agency without a break-in-service of more than fifteen (15) calendar days, shall accrue sick leave credits from the initial date of temporary appointment. SEIU-represented temporary employees who would receive accrued sick leave credits under this Section shall receive an amount of sick leave credits that represents the difference between what they have already accrued as a temporary employee and what they would receive upon being appointed to a permanent, seasonal, or limited duration position.

Section 2. Utilization of Sick Leave with Pay.

Temporary employees who have earned sick leave credits in their temporary appointment 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;
- preventive routine health care, including but not limited to screenings, services and counseling to help prevent illness;
- appointments associated with any benefit included in employee health, dental and vision plans;
- 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;
- Parent (includes biological, adoptive, stepparent, foster parent, or legal guardian, or the parent of your spouse/domestic partner, or your parent's spouse/domestic partner, or in loco parentis), child (includes biological, adopted, stepchild, or foster child; spouse/domestic partner's child, or the child's spouse/domestic partner, or a child for whom the employee stood in loco parentis), sibling or stepsibling or the sibling's or stepsibling's spouse or domestic partner, grandparent or the grandparent's spouse or domestic partner, grandchild or the grandchild's spouse or domestic partner, members of the immediate household, or an individual who is related by affinity to the employee.
  - When an employee uses sick leave to care for a family member who is related by affinity, the agency may require the employee to attest in writing that the employee and the person cared for have a significant personal bond that, when examined under the totality of the circumstances is like a family relationship.
- parental leave.
- for an employee to donate blood that is made in connection with a voluntary program for the donation of blood approved or accredited by the American Association of Blood Banks or the American Red Cross;
- Paid Leave Oregon.

The employee has the duty to insure that they make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has

reason to believe that the employee's return to work would be a health hazard to either the employee or to others. (See Section 4 for FMLA and OFLA.)

Section 3. Sick Leave Exhausted.

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

(b) The Agency or the administrator may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the employing Agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

Section 4. Federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA).

(a) Oregon state government provides leave to employees according to the FMLA, OFLA and OMFLA. The provisions shall be as provided in the statewide Family and Medical Leave Policy (60.000.15).

(b) Any grievance alleging a violation of FMLA or OFLA will be submitted in writing within thirty (30) days of the date the grievant or the Union knows, or by reasonable diligence should have known, of the alleged grievance, directly to the Agency Head or designee. The Agency Head shall respond within fifteen (15) calendar days after receipt of the grievance. All unresolved grievances may be submitted by the grievant or the Union to BOLI or the Department of Labor, whichever is appropriate.

NEW: 2019 REV: 2023

ARTICLE 56.3—SICK LEAVE (ODOT Coalition)

When an employee needs to use sick leave and has not given their supervisor prior notice, the employee will call, text or email, as directed by their supervisor prior to the beginning of their scheduled shift, except for circumstances beyond the control of the employee, such as a traffic accident.

REV: 2013

ARTICLE 57--BEREAVEMENT LEAVE

Bereavement leave may be taken to deal with the death of a family member, including attending the funeral or alternative to a funeral of the family member, making arrangements necessitated by the death of the family member or grieving the death of the family member. Employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave per family member, prorated for part-time employees. Paid bereavement leave shall run concurrently with OFLA when applicable. The Agency shall notify the employee when OFLA is running concurrently with bereavement leave. If additional bereavement time is needed, an employee shall be allowed to use accrued leave. If accrued leave is exhausted, the employee may use leave without pay. The Agency may request documentation for use of bereavement leave.

Notwithstanding Article 56, Section 8 (a), (c), and (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 have exhausted all available accumulated leave and qualify to receive hardship leave.

For purposes of this Article, "family member" 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);
- siblings;
- grandparents;
- 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;
- An individual who is related by affinity to the employee
    - When an employee uses leave for a family member who is related by affinity, the agency may require the employee to attest in writing that the employee and the family member had a significant personal bond that, when examined under the totality of the circumstances, was like a family relationship.

NOTE: Family member shall include the current in-laws and step family members who qualify per the above list.

REV: 2013, 2015, 2019,2023,2025

ARTICLE 58--HOLIDAYS

Section 1. The following holidays shall be recognized and paid for at the regular straight time rate of pay:

(a) New Year's Day on January 1.

(b) Martin Luther King, Jr.'s Birthday on the third Monday of January.

(c) Presidents' Day on the third Monday in February.
(d) Memorial Day on the last Monday in May.
(e) Juneteenth on June 19.
(f) Independence Day on July 4.
(g) Labor Day on the first Monday in September.
(h) Veterans' Day on November 11.
(i) Thanksgiving Day on the fourth Thursday in November.
(j) Native American Heritage Day on the day after Thanksgiving.
(k) Christmas Day on December 25.
(l) Every day appointed by the Governor as a holiday.

Section 2. Subject to the operational needs of the Agency, with at least thirty (30) days' notice to their supervisor, an employee shall be granted time off to observe religious or cultural holidays not recognized in Section 1 of this Article. If approved, the employee shall have the option of utilizing accrued leave other than sick leave, taking leave without pay, or temporarily modifying their work schedule in accordance with Article 90, Section 4.

Section 3. Special Day. In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time, seasonal, and job share employees shall receive a prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work. Employees may request the option of using this paid leave on any workday during the calendar year. Approved usage of this leave shall be taken in a single block of time and granted on a basis which shall preclude the closure of state facilities.

Section 4. Holiday Eligibility. All employees will receive up to eight (8) hours of holiday pay for recognized holidays in Section 1 above, pursuant to (a), (b) and (c) below. Holiday pay shall be based on an eight (8) hour day.

(a) If an employee is hired or separates on a holiday, the employee shall receive pay for the holiday.
(b) A full-time employee receives eight (8) hours of holiday pay for each paid holiday.
(c) Part-time, hourly, seasonal part-time and seasonal full-time hourly employees will receive a prorated share of the eight (8) hours of holiday pay based on the number of paid hours worked as compared to the total number of possible work hours in the month or pay period. The holiday shall not count as part of the total possible work hours in the month or pay period or the total hours worked and shall be calculated as follows:

$$\frac{\textit{Total Paid Hours}}{\textit{Total Hours in Month or Pay Period}} \times \textit{Holiday Hours in the Month}$$

NOTE: Nothing in this Article is intended to change the Employer's practice with respect to scheduling and closures permitted under this Agreement, nor the granting of paid leave during such times.

(d) Transfers To and From Another Agency:
  (1) When compensable, non-workdays such as a holiday, sick leave, or vacation leave which come between the separation date in the losing Agency unit and the subsequent hire date in the gaining Agency, the gaining Agency is liable for all of the compensable non-workdays.
  (2) The beginning date of employment in the gaining Agency must be the first compensable non-workday following separation from the losing Agency.

Section 5. Work on a Holiday. Employees required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular monthly salary, to compensatory time off, or to be paid in cash as provided in Articles 32.1-32.5 (Overtime). Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1½). The rate at which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1½) their straight time rate of pay.

Section 6. Observance.

(a) When a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Section 1 of this Article falls on a Sunday, the following Monday shall be recognized as the holiday.
(b) When a holiday specified in Section 1 of this Article falls on a regularly scheduled day off, the employee shall have the choice of receiving an alternate eight (8) hours of compensatory straight time or straight-time pay. Part-time, seasonal, and job share employees will receive a prorated amount of compensatory time or straight-time pay based on the calculation in Section 3(b).
(c) However, the Parties recognize that some positions must be staffed on holidays, and that employees in these positions cannot be released from duty on those holidays. Part (a) of this Section shall not apply to employees in these positions and the holiday shall be observed on the actual day specified in Section 1. Employees filling such positions will be notified in writing prior to hiring or when their work assignment is changed that they may have to work on certain holidays.

Section 7. Leave Accounts. An employee's leave account shall not be charged for a holiday which occurs during the use of earned vacation or earned sick leave.

Section 8. Work Out-of-Class. Employees assigned to work out-of-classification in accordance with Article 26 Section 10--Work Out-of-Classification shall receive holiday pay at the higher rate of pay, if the holiday falls during their work out-of-classification assignment.

REV: 2015, 2019, 2021,2023,2025

ARTICLE 58T--HOLIDAYS (Temporary Employees)

Section 1. Any temporary employee who works a holiday as defined in Article 58, Section 1 shall be paid at the rate of time and one-half (1½) for all hours worked on the holiday.

Section 2. A full-time or part-time temporary employee who is not scheduled to work a holiday that falls on the employee's scheduled workday will receive up to eight (8) hours of holiday pay. Eligibility and the appropriate rate of pay shall be consistent with Article 58, Section 4. Nothing in this Section requires the Agency to schedule an employee for more hours than they would normally work in a week.

Section 3. Any temporary employee who works a partial shift on a holiday as defined in Article 58, Section 1 shall be paid at the rate of time and one-half (1½) for all hours worked on the holiday. In addition, the temporary employee will receive holiday pay for the remainder of their regularly scheduled shift to equal the amount they would have received under Section 2, up to eight (8) hours.

Section 4. Observance.

(a) When a holiday specified in Article 58, Section 1 falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Article 58, Section 1 falls on a Sunday, the following Monday shall be recognized as the holiday.

(b) However, the Parties recognize that some positions must be staffed on holidays, and that employees in these positions cannot be released from duty on those holidays. Part (a) of this Section shall not apply to temporary employees required to work and the holiday shall be observed on the actual day specified in Article 58, Section 1.

(c) Forestry – South Fork Camp Only.

Temporary employees at South Fork Camp will remain on their regular four (4) ten (10) hour day schedule on weeks with a holiday. For holidays that occur on a Friday or Saturday the holiday shall be observed on the business day before the holiday. For holidays that occur on a Sunday the holiday shall be observed on the following Monday. When a holiday occurs on a regular work day a temporary employee will receive up to eight (8) hours of holiday pay at the regular straight-time rate of pay and may have the option to flex (temporarily modify) their schedule, with manager approval, and/or shall be unscheduled for the remaining hours of the ten (10) hour shift.

REV: 2015, 2021

ARTICLE 58.3--HOLIDAY SCHEDULING AND COMPENSATION FOR HOLIDAY WORK (ODOT Coalition except Agriculture, Water Resources, OWEB)

Section 1. The Agency shall assign holiday work schedules and employees shall normally be notified of such schedules at least fourteen (14) days in advance, but in no instance shall there be less than seven (7) days advance notice of such work schedules except in situations over which the Agency has no control.

Section 2. An employee shall receive compensation for holiday time worked in either cash or compensatory time off in accordance with Article 32.3--Overtime, of this Agreement.

Section 3. Consistent with current practice which is subject to eligibility requirements and pay rates under Article 58, Sections 4 and 5 of the Agreement, when a full-time employee regularly works a four (4) ten (10) work schedule and actually works a full ten (10) hour shift on a holiday, the employee will be paid for a total of twenty-three (23) hours.

Section 4. Observance (ODOT only).

(a) For employees who work Monday through Friday schedules, when a holiday specified in Section 1 of Article 58 falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Section 1 of Article 58 falls on a Sunday, the following Monday shall be recognized as the holiday.

(b) Employees who work Monday through Friday alternate schedules may request to change their schedule to a five-(5) day, eight-(8) hour schedule during holiday weeks to observe the recognized holiday specified in Article 58, Section 1.

(c) For employees who work schedules other than Monday through Friday, when a holiday specified in Section 1 of Article 58 falls on a regular workday, that day will be recognized as the holiday. If the holiday falls on a day in which the employee is scheduled to work more than an eight (8) hour workday, the employee will receive eight (8) hours of holiday pay and shall use accrued vacation, personal leave, compensatory time or leave without pay for the remaining hours. When the holiday specified in Section 1 of Article 58 falls on a regularly scheduled day off, the employee will receive an alternate eight (8) hours of compensatory straight time, to be taken off on a day mutually agreed between the employee and the supervisor.

Section 5.

An employee who works a four/ten (4/10) work schedule and who requests a schedule change pursuant to Article 32, Section 5, for the week of a recognized holiday listed in Article 58, Section 1, may request one (1) of the following options granted. Supervisors shall take into account the potential impact to the crew, but not unreasonably or arbitrarily deny such requests.

(a) The employee can work two (2) eleven (11) hour days and one (1) ten (10) hour day that holiday week.

(b) The employee can work one (1) twelve (12) hour day and two (2) ten (10) hour days that holiday week.

(c) The employee can switch to a five/eight (5/8) schedule for that week of the holiday.

(d) Other schedules that may work for the employee and the Employer, to meet operating requirements.

A work schedule change request must be submitted in writing to the Employer at least two (2) weeks prior to the holiday work week. If no work schedule change request is made, the employee shall use accrued vacation, personal leave, compensatory time, or leave without pay for the remaining two (2) hours.

Section 6. ODOT Only. Employees called back to work on their recognized holiday shall receive a minimum of the equivalent of two (2) hours pay at the overtime rate of pay. After two (2) hours worked, the employee shall be compensated at the appropriate rate of pay.

Section 7. DMV Only. In the event that the DMV adjusts to being open on weekends, the following provisions will apply:

(a) When a holiday falls on a Saturday. DMV offices will close on Friday, the observed holiday and Saturday (the official holiday) Employees will be paid up to eight (8) hours holiday pay in accordance with Article 58, Section 3 for the observed holiday, and will have their choice of using available accrued leave (except sick leave) or authorized leave without pay for the additional closure day. Subject to operating needs, employees may be authorized to adjust their work schedules during the workweek or be permitted to work at an office which is open on Monday of that week. Such schedule changes are not subject to the sixty (60) consecutive hours off within Article 90.3A—Work Schedules nor will they cause any form of penalty pay.

(b) For DMV field offices, during any week involving a holiday, employees will be placed on a five (5) day, eight (8) hour schedule.

Section 8. Forestry Only. The Agency will designate employees as either recognizing the holiday on the actual day or the observed day based on the employee's schedule. If there is a modification to the employee's schedule, then the Agency will review the holiday observation designation and determine if a change is necessary.

(a) South Fork Camp Only. During holiday weeks all South Fork Camp employees will remain on their regular four (4) ten (10) hour per day schedule. For holidays that occur on a Friday or Saturday the holiday shall be observed on the business day before the holiday. For holidays that occur on a Sunday the holiday shall be observed on the following Monday. Employees will receive up to eight (8) hours of holiday pay at the regular straight time rate of pay and may have the option to temporarily modify schedules, with manager approval, or use accrued vacation, personal leave, compensatory time or leave without pay for the remaining hours of their regular scheduled shift.

REV: 2015, 2019, 2021,2023

ARTICLE 59--ELECTION DAYS

Employees can use accrued leave, and when no accrued leave is available, approved leave without pay, for in-person voting on state and federal election days. Employees needing to cure their ballot may use accrued leave, and when no accrued leave is available, approved leave without pay, with documentation to support the need for the leave time.

REV: 2025

ARTICLE 60--LEAVES WITH PAY

Section 1. An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Agency reserves the right to petition for removal of the employee from jury duty if, in the Agency's judgment, the operating requirements of the Agency would be hampered.

Section 2. Whenever possible, subject to Agency operating requirements, employees selected by proper authority for jury duty will be placed on a day shift, Monday through Friday, during the period they are obligated to jury duty. The Agency shall not suffer any penalty payments for the change in the work schedule of the employee on jury duty.

Section 3.

(a) When any employee is not the plaintiff or defendant, they shall be granted leave with pay for appearance before a court, legislative committee, or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. When the employee is granted leave with pay, the employee shall turn into the Agency any money paid in connection with the appearance.

(b) When any employee represents an outside business interest and/or acts as an independent expert, they shall be granted accrued vacation, compensatory or personal business leave for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

Section 4. An employee shall be on Agency time for attendance in court in connection with an employee's officially assigned duties, including the time required going to court and returning to their official station. When the employee is granted Agency time, the employee shall turn into the Agency any money received for such attendance during duty hours.

Section 5. In the event a night or swing shift employee is called to appear under Sections 1, 2, 3(a), or 4 above, they shall have release time the day of attendance. Time spent in attendance and in travel to and from their headquarters shall be deducted from the regular shift following the attendance with no loss of wages or benefits.

Section 6. The State will comply with State and Federal laws for an employee who has served with the State of Oregon or its counties, municipalities, or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States.

Section 7. Natural Disaster Leave.

(a) An employee who, due to a natural disaster, has lost their home (primary residence), lost use of their primary residence (deemed uninhabitable), or 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.

(b) Employees who have used the eighty (80) hours of paid administrative leave identified in (a) may request donated

leave. Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their vacation or compensatory leave.

REV: 2023

ARTICLE 60T--LEAVES WITH PAY (Temporary Employees)

Section 1. When required by the Agency, an employee shall be on Agency paid time for attendance in court in connection with an employee's officially assigned duties, including the time required going to court and returning to their official station. When the employee is granted Agency paid time, the employee shall turn in to the Agency any money received for such attendance during duty hours.

Section 2. In the event a night or swing shift employee is called to appear under Section 1 above, they shall have release time the day of attendance. Time spent in attendance and in travel to and from their headquarters shall be deducted from the regular shift following the attendance with no loss of wages.

ARTICLE 60.3C--LEAVES OF ABSENCE WITH PAY (Forestry)

Section 1. Incident Management Rest. In recognition of the past practice and the Employer's Standard Assignment Policy, the Employer agrees to continue that employees on fire assignments away from their official work station for fourteen (14) consecutive days or more, not including travel time, shall receive sixteen (16) hours off at straight time compensation upon return to their official work station for incident management rest, twenty-four (24) hours of straight time for twenty-one (21) consecutive days or more, not including travel time, and thirty-two (32) hours of straight time for thirty (30) consecutive days or more, not including travel time. There shall be no minimum number of required hours in each day of a Standard Assignment in order to qualify for the Incident Management Rest.

Employees from other agencies within the ODOT Coalition who are placed on fire assignment by ODF are eligible for the incident management rest as outlined in this Article.

In instances where the assignment is out-of-state or international in nature, and travel to or from the assignment is in excess of one (1) day of travel status each direction, travel time to and from will be counted in addition to days worked.

REV: 2019, 2021,2023,2025

ARTICLE 61--LEAVES OF ABSENCE WITHOUT PAY

Section 1. Approved leaves of absence of up to one (1) year shall not be considered a break-in-service. During this time, employees shall continue to accrue seniority and to receive all protections under this Agreement. Where appropriate, partial benefits will be provided as specifically indicated in this Agreement. Leave of absence requests must establish reasonable justification for approval. Acceptance of outside employment is not reasonable justification for approval.

Section 2. A state employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38, USC Chapter 43.

Section 3. Subject to the operational requirements of the Agency, employees in the bargaining unit shall be granted a leave of absence without pay of not less than three (3) months and no more than one (1) year to work for the Union. Such requests shall be made by the SEIU Local 503, OPEU. Both minimums as well as extensions of leaves shall be subject to mutual agreement.

A shorter period of no less than forty (40) consecutive hours within a workweek may be requested and release shall be subject to the Agency's operational requirements, provided sufficient notice is received and there is no increased cost to the Agency, e.g., penalty payments, overtime.

All leave requests under this Section shall be made directly to the Agency's Human Resource Manager.

Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved. Where return to the employee's former position can be reasonably accommodated such return shall be made.

Section 4. Any unauthorized absence, including absence without notice, of an employee from duty may be deemed by the Agency to be an absence without pay and may be grounds for disciplinary action. Any employee who is absent for five (5) consecutive workdays without authorized leave shall be considered a voluntary separation from State service and the pre-dismissal process will commence. Such absence shall be covered, however, by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed.

Section 5. Educational Leave. Upon written approval of the Agency and subject to operating requirements, an employee may be granted an educational leave of absence without pay for up to one (1) year when the educational program is related to the employee's current job.

Section 6. Peace Corps Leave Without Pay. Upon completion of their service in Peace Corps, a regular status 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. Failure of an employee to report within ninety (90) days after termination of services shall be deemed to have resigned and shall be considered a voluntary separation from State Service.

Section 7. 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.

REV: 2013, 2019, 2021,2023

ARTICLE 61.3--LEAVES OF ABSENCE WITHOUT PAY (ODOT Coalition)

An employee who has attained regular status may request a leave of absence without pay for up to one (1) year. The Agency may grant such leave subject to the operating requirements of the employee's work unit. Requests for such leave must be made in writing at least seven (7) calendar days in advance. The request must establish reasonable justification for approval. Acceptance of outside employment is not reasonable justification for approval.

ARTICLE 61.3G,H,I--LEAVES OF ABSENCE WITHOUT PAY (Agriculture, Water Resources, OWEB)

Section 1. Time spent on leave without pay in excess of one (1) year shall not be considered as time worked for purposes of vacation and sick leave accrual, recognized service date, salary eligibility date, or other benefit.

Leave resulting from job-incurred disability shall be counted as time spent in a salary step in computing eligibility of the employee for further salary increases and layoff. Similarly, time spent on leave without pay resulting from military leave will be treated in a manner consistent with Federal and State Military Leave Laws.

Section 2. Any authorized leave of absence without pay does not constitute separation from state service.

NEW: 2019

ARTICLE 63--PARENTAL LEAVE

A parent shall be granted a leave of absence up to twelve (12) weeks to care for and bond with a new baby, newly placed foster child, or newly adopted child. Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of the Agency. During the period of parental leave, the employee is entitled to use accrued vacation leave, sick leave, compensatory time, or leave without pay.

A leave of absence granted under this Article shall run concurrent with FMLA, OFLA or Paid Leave Oregon when applicable.

(NOTE: See Article 56--Sick Leave, for pregnancy-related temporary disability.)

REV: 2015, 2023

ARTICLE 64--PRE-RETIREMENT PLANNING LEAVE

(a) Employees shall be granted twenty-eight (28) hours of leave with pay for retirement planning. This leave shall be granted upon hire for use throughout their employment with the state. Employees shall request the use of pre-retirement planning leave at least five (5) days prior to the intended date of use. Approval for pre-retirement planning leave shall be granted unless the Agency determines that is use would have a significant adverse impact on the efficiency of the employee's work unit. Requests for leave with shorter notice are subject to management's discretion.

(b) Pre-Retirement Planning leave may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Oregon Savings Growth Plan, insurance, and other retirement income.

REV: 2019,2025

ARTICLE 65--SEARCH AND RESCUE AND VOLUNTEER FIREFIGHTER LEAVE

Section 1. Search and Rescue Leave. An employee shall be granted disaster relief leave with pay to participate in a search or rescue operation within Oregon at the request of any law enforcement Agency, the Director of the Department of Aviation, the United States Forest Service, or any certified organization for Civil Defense for a period of no more than five (5) consecutive days for each operation. To be eligible for the disaster relief leave with pay, the employee cannot accept pay from the search and rescue organization. The employee, upon returning to duty at the Agency, will provide to the Agency documented evidence of participation in the search operation.

Section 2. Volunteer Firefighter Leave.

(a) Subject to the operating needs of the Agency, management may approve the use of leave for employees to volunteer and respond to an emergency summons issued by the fire chief. An employee, at their option, may use authorized leave without pay or any accrued leave, other than sick leave. If requested by management, the employee shall provide a written statement from the chief of the employee's local fire department verifying the time, date and duration of the employee's volunteer activities.

(b) Subject to the operating needs of the Agency, management may authorize an employee who is not currently employed by the Oregon State Fire Marshal (OSFM) or the Oregon Department of Forestry (ODF) to participate in a fire event within Oregon at the request of the OSFM, the ODF, or the Governor. Participation may be approved for a period of no more than fourteen (14) consecutive days for each fire event. The employee may use accrued leave or leave without pay for the duration of the event. The Agency will not incur any additional costs. The employee, upon returning to duty at the Agency, will provide management with documented evidence of participation in the fire event.

(c) Subject to the operating needs of the Agency, management may authorize an employee to attend firefighting training. The employee may use accrued leave or leave without pay to attend the training.

REV: 2023

ARTICLE 66--VACATION LEAVE

Section 1. Vacation Leave Accrual. Vacation leave shall be accrued or prorated on the appropriate schedule below for (a) full-time employees; (b) seasonal employees; and (c) part-time employees. Employees who are new to state service may use accrued vacation leave during the first six (6) months of employment; however, if an employee separates from state service

prior to the completion of six (6) months, any accumulated vacation time not utilized will be lost and is not compensable upon separation.

Length of State Service:	Vacation Accrual Rate:
Initial appointment to state service (a) through 5th year; (b) 5th annual season; or, (c) 60th months.	8 hours per month
After (a) 5th year through 10th year; (b) 5th annual season through 10th annual season; or, (c) 60th month through 120th month	10 hours per month
After (a) 10th year through 15th year; (b) 10th annual season through 15th annual season; or, (c) 120th month through 180th month.	12 hours per month
After (a) 15th year through 20th year; (b) 15th annual season through 20th annual season; or, (c) 180th month through 240th month.	14 hours per month
After (a) 20th year through 25th year; (b) 20th annual season through 25th annual season; or, (c) 240th month through 300th month.	16 hours per month
After (a) 25th year; (b) 25th annual season; or, (c) 300th month.	18 hours per month

Employees who are in pay status for less than a full month shall accrue vacation leave on a prorated basis.

Part-Time Employees Computation. A part-time employee shall accrue vacation leave on a pro-rata basis per the same schedule as full-time employees.

Seasonal Employees Computation. Seasonal employees who are new to state service may use accrued vacation leave during their first one thousand and forty (1,040) hours of employment; however, if a seasonal employee separates from state service prior to the completion of those one thousand and forty (1,040) hours, any accrued vacation time not utilized will be lost and is not compensable upon separation. When the seasonal employee has completed a combination of seasonal periods totaling one thousand and forty (1,040) hours, they are entitled to have unused accrued vacation paid to them upon separation. In accumulating one thousand and forty (1,040) hours of service, time worked prior to a break-in-service may be credited if the break does not exceed two (2) seasons. An employee may not be credited with more than one (1) season during a calendar year.

Section 2. Vacation Leave for New or Separating Employees.

(a) New employees who begin work in the middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay period.

Separating employees who are eligible will be paid for unused vacation leave accrued through the last full calendar month or pay period of service, based on each employee's work schedule. If the employee does not work or is not in pay status through the last regularly scheduled workday in the last calendar month or pay period, payment for such month or period shall be made on a pro-rata basis.

Separation of an employee may fall on any given day of the month, either as designated by the employee in their letter of resignation or by the Agency in the notice of involuntary separation.

(b) Separating employees who are eligible will be paid for accumulated vacation leave and compensatory time at the hourly rate equivalent to their base rate at the time of separation.

Section 3. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 4. In the event of separation or layoff any unused vacation up to three hundred (300) hours will be paid to the employee.

Section 5. In the event of an employee's death, all monies due for accumulated vacation and salary shall be paid as provided by law.

Section 6. An employee who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while an employee is using earned sick leave.

Section 7. Service with a jury shall be considered time worked.

Section 8. If an employee has a break-in-service and that break does not exceed two (2) years, they shall be given credit for the time worked prior to the break-in-service.

Section 9. Time spent in actual State service or on Peace Corps, military, educational, or job-incurred disability leave without pay shall be considered as time in the State service for determining length of service for vacation accrual rate.

Section 10. Vacation hours may accumulate to a maximum of three hundred and fifty (350) hours.

Section 11. Authorization of Use. Upon transfer of an employee with six (6) months of State service to a different Agency covered by the Agreement, the employee may elect to have a maximum of one hundred (100) hours of accrued vacation credits transferred to the gaining Agency, except the gaining Agency may agree to accept a greater amount of accrued vacation credits. The employee shall be paid in cash for that portion of accrued vacation credits not transferred.

Upon transfer of an employee with less than six (6) full months of service to a different Agency represented by SEIU Local 503, OPEU, all vacation credits accrued shall be transferred to the gaining Agency.

Section 12. Should an employee who has exhausted earned sick leave elect to use vacation leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave. No employee shall be required to utilize vacation leave while receiving time loss benefits.

Section 13. After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use earned vacation leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such illness. Such leave shall not be unreasonably denied.

Section 14. No employee may be placed on vacation leave and no accrued vacation time may be utilized without specific authorization of the employee except:

(a) That employees shall have their vacation time paid in full when they take education leave without pay in excess of ninety (90) days;

(b) That in any other leave of absence without pay that exceeds fifteen (15) days, the employees shall be required to use their accumulated vacation. Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43, or parental leave until after thirty (30) days;

(c) As provided for set-off of damages or misappropriation of state property or equipment on termination;

(d) To avoid losing vacation the employee must request vacation leave. When such leave is impossible a cash payment of not more than sixty (60) hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of three hundred and fifty (350) hours within sixty (60) days prior to the date the vacation leave would reach three hundred and fifty (350) hours. Hours earned over three hundred and fifty (350) hours will be immediately lost to the employee if the equivalent of those hours is not used prior to the month of maximum accrual.

Section 15. Vacation Cash Out. In each calendar year, an employee may make a one-time request to cash out and receive payment for up to forty (40) hours of vacation. In order to be eligible to cash out vacation hours, the employee must be a regular status employee and have a remaining vacation balance of sixty (60) hours or more. Vacation leave that has been pre-approved will be considered when the request is made in order to determine if they will maintain the minimum vacation balance requirement.

Section 16. Military Donated Leave. The Parties acknowledge that the State of Oregon administers a donated leave program to supplement military wages. As such, an employee may donate any portion of their accrued vacation to an eligible individual participant or to the program donation pool for distribution to eligible participants, as long as the program continues to exist.

REV: 2013, 2015, 2019,2023

ARTICLE 66.3--VACATION LEAVE (ODOT Coalition)

Section 1. ODFW, Forestry, OPRD, ODOT, Agriculture (Excluding DMV). Seasonal employees shall have the option to carry forward up to a maximum of fifty (50) hours of accrued vacation under the following conditions:

(a) The employee must be scheduled into a successive season, known as "back-to-back" seasons. Successive seasons which start no later than seventeen (17) consecutive calendar days after the end of the prior season shall qualify to be a "back-to-back" season. If the employee is not scheduled for a successive season, then accrued vacation will be paid off. If the employee is scheduled into a successive season, but does not report as scheduled, the Employer will pay off the vacation balance as it determines is appropriate.

(b) The employee must submit written notice of intent to carry forward accrued vacation leave at least two (2) weeks prior to the end of the season, if a date certain for season end has been provided to the employee. If no date certain has been provided to the employee, then the employee must submit written notice of intent to carry forward accrued vacation leave within five (5) working days of notice that their season is ending.

(c) The employee must be employed by the same agency for the "back to back" seasons.

Section 2.

(a) ODOT Coalition except Agriculture, Water Resources, OWEB. Subject to the operating requirements of the Agency, employees shall have their choice of vacation time. If two (2) or more employees, on the same day, request the same period of time and the matter cannot be resolved by agreement of the Parties concerned, the employee having the greatest length of service with the Agency shall be granted the time, provided however, that an employee shall not be given this length of service consideration more than once every two (2) years. An employee exercising such right must make such request in writing. If each of the employees have already exercised their once every two (2) years length of service consideration then the employee shall draw lots to determine which employees vacation request is granted.

(b) Agriculture, Water Resources, OWEB. Vacations shall be requested in writing by each employee and subject to written approval or denial by their supervisor. Such written approval or denial shall be provided to the employee within seven (7) calendar days following submittal of a request. This shall not require that use of vacation time be requested seven (7) days in advance. Vacation shall be scheduled, as much as possible, at the convenience of the employee consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflicts shall be resolved on a rotating basis.

Section 3.

(a) ODOT, Except DMV. Full-time permanent employees shall be allowed to use at least one (1) full week of vacation each year during two (2) calendar seasons of their choice every twelve (12) months. Calendar seasons are defined as Winter (December, January, and February), Spring (March, April, and May), Summer (June, July, and August), Fall (September, October, and November). If the requested leave crosses calendar seasons, the season shall be considered the one in which the first date the requested leave occurs. The Agency shall grant requests of more than one (1) week when the workload of the unit will permit. Seasonal employees who work a combination of seasons which involve work in any portion of any eight (8) months of a calendar year shall be permitted one (1) full week of vacation consistent with the provisions for a full-time permanent employee. No seasonal employee shall have their season terminated solely for the purpose of circumventing this Section.

(b) DMV Only. Permanent employees shall be allowed to use at least one (1) full week of vacation each year during two different (2) calendar seasons of their choice every twelve (12) months. Calendar seasons are defined as Winter (December, January, and February), Spring (March, April, and May), Summer (June, July, and August), Fall (September, October, and November). To be considered a season of choice request, the leave request must be made at least ten (10) calendar days prior to the start of the season and be a continuous block of time. If the requested leave crosses calendar seasons, the season shall be considered the one in which the first date the requested leave occurs. The Agency shall grant more than one (1) week when the operating requirements of the Agency permit. Employees with over one hundred (100) hours of vacation time on record at the time of request, will be granted additional leave time, subject to the operating requirements of the Agency.

Section 4. Vacation Requests (OPRD). Permanent employees shall be allowed to use at least one (1) full week of vacation each year during two (2) calendar seasons of their choice. Calendar seasons are defined as Winter (December, January, and February), Spring (March, April, and May), Summer (June, July, and August), Fall (September, October, and November). The Agency shall grant requests of more than one (1) week when the workload of the unit will permit. Seasonal employees who work a combination of seasons which involve work in any portion of any eight (8) months of a calendar year shall be permitted one (1) full week of vacation during the calendar year active season of their choice when the workload of the unit will permit. No seasonal employee shall have their season terminated solely for the purpose of circumventing this Section.

Section 5. All requests for vacation shall be reviewed and approved or rescheduled by the Agency within ten (10) calendar days, beginning with the day following submittal of a request. This shall not require the use of vacation time be requested ten (10) days in advance. Vacation shall be scheduled, as much as possible, at the convenience of the employee consistent with the operating requirement of the Agency.

Section 6. Cancellation of Vacation (Except Water Resources, OWEB). A scheduled vacation shall not be canceled once an employee has made a deposit on reservations and the deposit is not recoverable, except in the event of an emergency. The Agency may require proof of such unrecoverable deposits.

Section 7. Cancellation of Vacation (Water Resources, OWEB). Approved vacation leave may not be canceled by the Employer except in the event of an emergency condition which creates an abnormal workload or other condition not under the control of management. In the event of an emergency, the affected employee shall be notified of the cancellation in writing. When vacation leave has been approved at least ninety (90) days in advance and is canceled, unrecoverable transportation or lodging deposits will be paid by the Agency if the employee produces proof of such unrecoverable deposits, including written evidence of a good faith effort to recover the deposits.

REV: 2013, 2019, 2021,2023,2025

ARTICLE 70--LAYOFF

Section 1. A layoff is defined as a separation from the service for involuntary reasons other than resignation, not reflecting discredit on an employee. An employee shall be given written notice of layoff at least fifteen (15) calendar days before the effective date, stating the reasons for the layoff. (See Sections 9 and 10 on statewide recall rights and intergovernmental transfers, and see Section 11 regarding Secondary Recall Rights.)

Section 2. The layoff procedure shall occur in the following manner:

(a) The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall notify in writing all affected employees of their seniority and their contractual bumping rights. The Agency shall notify the Union of the seniority of all employees in all affected positions in writing. In addition, the Agency shall provide each Union Steward in the geographic area affected by layoff with one (1) written copy of the seniority of employees in all affected positions in that geographic area. The Agency shall also post a copy of the seniority of all affected positions in the geographic area on the employee bulletin board.

(b) Temporary employees working in the classification and geographic area in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.

(c) Employees shall be laid off and seniority calculated within a geographic area and within the following separate categories:
   (1) Permanent full-time positions;
   (2) Permanent part-time positions;
   (3) Seasonal full- and part-time positions; or
   (4) Academic year positions
   (OSD):
      - Full-time academic year positions; or

- Part-time academic year positions.

(5) The Employment Department shall maintain the following layoff lists:
  (A) Full-time employees plus seasonal employees with more than twelve (12) months continuous full-time employment immediately preceding layoff;
  (B) Seasonal employees with less than twelve (12) months continuous full-time employment immediately preceding layoff;
  (C) Part-time employees.

(d) An employee notified of a pending layoff shall have one (1) opportunity to prioritize the following options and communicate such choice(s) in writing to the Agency within seven (7) calendar days from the date the employee is notified in writing. If the date the employee's response is due falls on a Saturday, Sunday or holiday, the employee will provide their choice to the Agency on the next business day. However, this seven (7) day notice will not be required if the employee is involved in a meeting to make such choice as long as seniority has been posted prior to this seven (7) day notice as specified in Section 2(a).
  (1) The employee may displace the employee in the Agency with the lowest seniority in the same classification for which they are qualified in the same geographic area in the Agency where the layoff occurs.
  (2) If no positions are accessible under option one (1), the employee may displace the employee in the Agency with the lowest seniority in the same geographic area in any classification with the same salary range in which the employee previously held regular status, including any predecessor classification; or, if this choice is not available to the employee, the employee may move into vacant positions in classifications with the same salary range that the Agency intends to fill in the same geographic area.
  (3) The employee may identify and prioritize up to three (3) classifications in lower salary ranges for which they are qualified within the Agency and same geographic area. The employee may demote to the lowest seniority position in one of the identified classifications considered in the order listed by the employee, pursuant to this Section. Employees who elect to demote shall be placed on any geographic area layoff list of their choice within the Agency for the classification from which they demoted.
  (4) The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of their choice within the Agency for the classification from which they were laid off.

  The options provided by Subsections 2(d)(1), (2) and (3) above shall apply to regular status (i.e., non-limited duration) employees displacing limited duration employees only when the limited duration positions are expected to continue for at least ninety (90) days beyond the time of layoff.

  For purposes of bumping under Section 2(d)(1), (2) and (3), a vacant position that management intends to fill is considered to have the least seniority.

(e) To be qualified for the options under Section 2(d)(1), (2) and (3), the employee must meet the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days. If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position, they may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in the next lowest position has a lower seniority than the employee displacing or demoting.

(f) When exercising an option under Section 2(d)(1), (2) and (3), an employee shall only be eligible to displace another employee with lower seniority.

(g) When an employee is laid off because of being separated from state service per Section 2(d)(4) of this Article, moving expenses will be paid once by the Agency. In other words, moving expenses will be reimbursed only when that employee has in fact, left State service and is called back from the layoff list to a geographic area other than the one in which they were laid off. Moving expenses will not be paid by the Agency for any other moves associated with displacement, demotion, or return from a layoff list.

(h) Limited Duration Appointments—Workload Reasons. Eligible employees, as defined in Article 51 Section 2, shall have their seniority calculated within a geographic area and may bump limited duration or permanent employees based on their seniority within the following separate categories:
  (1) full-time status;
  (2) part-time status.

(i) Limited Duration Appointments—Non-Workload Reasons. Eligible employees, as defined in Article 51, Section 1, whose limited duration appointment that exceeds two (2) years shall have their seniority calculated within a geographic area. These employees shall be placed on the Agency recall list for the affected geographic area when the limited duration appointment ends. These employees will not be eligible to bump any employees, but shall be placed on the affected agency layoff recall list for the class they held as a limited duration employee.

(j) An initial trial service employee cannot displace any regular status employee (see Section 5 for more on treatment of trial service employees).

(k) Job Share Positions.
  (1) Individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of seniority shall be considered as one (1) full-time equivalent or, if either Party chooses, as part-time employees.
  (2) If the employees in a job-share position choose to be treated as a full-time employee, seniority for the position shall be determined by averaging the two (2) individuals' Layoff Service Date.
  (3) If either employee in a job-share position chooses to be treated as a part-time employee, seniority for each employee will use individual Layoff Service Date.

If only one (1) person is filling a job-share position, they shall be considered as a full-time equivalent.

(m) If an employee is overfilling or underfilling a position, the employee will be considered in the position classification for the purposes of this Article. If an overfill employee is displaced, demoted in lieu of layoff or is laid off, the employee shall retain their overfill status upon return to their classification.

(n) Any employee displaced by another employee exercising options under Section 2(d)(1), (2) and (3) may also exercise any option available under Section 2(d).

(o) Designation of Classification for Layoff.

(1) Classification for layoff purposes is the employee's classification of record on the date the seniority list is frozen.

(2) Classification changes (reallocations, reclassifications) approved for implementation after the seniority list is frozen, but before the layoff effective date, will not be implemented until the day after the layoff date at the earliest and shall not be arbitrarily delayed.

(3) Both the incumbent and bumping in employee cannot equally benefit from a successful change resulting from reallocation change, whether requested by the Agency or employee appeal (e.g., both be reallocated, both have recall rights to the higher class, etc.).

(A) Bumped-out employees should benefit from reallocation for pay purposes up to the layoff date and be eligible for recall back to the reallocated class.

(B) Bumping-in employees should receive benefit for pay purposes beginning the effective date of landing in the new class until or unless management removes the higher level duties. Recall rights should be to the employee's former classification, rather than to the newly designated class for the bumped into position.

(4) Both the incumbent and bumping-in employee cannot equally benefit from a successful Agency requested reclassification or employee initiated classification appeal.

(A) Bumped-out employees should benefit from reclassification for pay purposes up to the layoff date.

(B) Bumping-in employees should receive benefit for pay purposes beginning the effective date of landing in the new class until or unless management removes the higher level duties. Recall rights should be to the employee's former classification, rather than to the newly designated class for the bumped into position.

(5) Pay will be reconciled, as appropriate, for employees laid off or bumped-out of positions affected by a successful reallocation or reclassification.

Section 3. For purposes of this Article, the term "Agency" does not include employees represented by other unions. There will be no cross-bumping between unions. If, however, the Employer and/or the Agency permits another union to cross-bump into SEIU Local 503, OPEU positions, such rights shall be extended to SEIU Local 503, OPEU bargaining unit members also. There shall not be cross-bumping between the Management Service and the bargaining unit.

In instances where there is more than one (1) classification in the same salary range affected by a concurrent layoff, employees in the multiple classifications will have their layoff option selection notices processed by seniority (state service) within the salary range as opposed to classification. However, should two (2) or more employees continue to have equal seniority it will be decided in accordance with Section 4(d).

In instances where the first round of layoffs have been completed and a vacancy which the Agency intends to fill occurs prior to the initiation of a second round of layoffs, employees who are on an Agency geographic area layoff list may have priority rights to such vacancy in accordance with the Filling of Vacancies Articles.

Section 4. Seniority.

(a) Seniority Definition. Seniority is the Layoff Service Date which is the date the employee began state service (except as a temporary appointee) as adjusted for break(s)-in-service.

(b) Break-In-Service. A break-in-service is a separation or interruption of employment without pay of more than two (2) years. If an employee has a break-in-service that does not exceed two (2) years, they shall be given credit for the time worked prior to the break-in-service. Seniority will also be adjusted for leaves without pay in excess of one (1) year.

(c) Seniority Frozen. When an Agency intends to initiate a layoff, the Agency will notify the Union in writing that all seniority will be frozen from the date of notice for a period not to exceed three (3) months. However, during the period when seniority is frozen, the employee will continue to accumulate time towards seniority for purposes of future computations. The three (3) month freeze may be extended by mutual written agreement of the Union and the Agency.

(d) Equal Seniority. If it is found that two (2) or more employees in the Agency in which the layoff is to be made have equal seniority, then the greatest length of continuous service in the Agency shall be used. If ties between employees still exist, the order of layoff shall be determined by the Agency in such manner as to conserve for the State the services of the most qualified employee.

Section 5. Trial service employees, except those serving a trial service for initial appointment to state service, who are laid off or demoted in lieu of layoff shall be placed on the Agency layoff list. An employee serving a trial service for initial appointment to state service who is laid off or demoted in lieu of layoff shall not be placed on the Agency layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

Section 6. Regular and eligible limited duration employees laid off or demoted in lieu of layoff shall be placed on the reemployment list for the classification in which they were laid off.

Section 7. Regular status seasonal employees laid off prior to the end of the season shall be placed in order of seniority on the Agency layoff list for seasonal reappointment and shall be limited so as to encompass only those seasonal employees in a classification who are employed at that specific geographic location and the Agency where the reduction occurs. The eligibility for such seasonal employees shall be canceled at the end of each season.

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. Agency Layoff Lists. Names of regular employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff, or employees transferred outside State government due to intergovernmental transfers, 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 and by geographic area.

Names of eligible workload limited duration employees of the Agency, who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff, shall be placed on appropriate Agency layoff list in seniority order established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area.

Names of eligible non-workload limited duration employees shall be placed on appropriate Agency layoff list in seniority order established by the classification from which the employee was laid off and by geographic area.

The employee shall designate in writing the geographic area layoff list(s) on which they wish to be placed.

An employee currently on a layoff list prior to the effective date of this Agreement, shall be placed on the geographic layoff list from which they were laid off and shall be notified by the Agency of their right to designate additional geographic layoff list(s) in accordance with this Article.

Section 10. Recall. Employees who are on an Agency layoff list shall be recalled by geographic area in seniority order beginning with the employee with the greatest seniority.

(a) Same Geographic Area Recall/Recall to a Permanent Position. If an employee (permanent or limited duration) is certified from a layoff list and is offered a permanent position in the geographic area from which they demoted or were laid off, they shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the layoff list in that geographic area.

(b) Different Geographic Area Recall/Recall to a Permanent Position. If an employee (permanent or limited duration) is certified from a layoff list and is offered a permanent position in a different geographic area from which they demoted or were laid off, they shall have one (1) right of refusal. Upon a second refusal, which must be more than fifteen (15) days after the first refusal, the employee's name will be removed from the layoff list for that geographic area. An employee who has other refusals during this fifteen (15) day period shall not have their name removed from the list.

(c) An employee appointed to a permanent or seasonal position from a layoff list shall be removed from all other layoff lists for that classification.

(d) When an employee is laid off because of being separated from state service per Section 2(d)(4) of this Article, moving expenses will be paid once by the Agency, except for recall of employees transferred outside State government due to intergovernmental transfer. In other words, moving expenses will be reimbursed only when that employee has in fact, left State service and is called back from the layoff list to a geographic area other than the one in which they were laid off. Moving expenses will not be paid by the Agency for any other moves associated with displacement, demotion, or return from a layoff list.

(e) If a temporary appointment is necessary in any geographic area and is expected to last longer than forty-five (45) 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. Refusal of 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.

(f) If a limited duration appointment is necessary in any geographic area and is expected to last longer than ninety (90) days, and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the limited duration appointment prior to hiring any other limited duration employee. Refusal of a limited duration appointment does not constitute a right of refusal under this Section.

Section 11. Secondary Recall Rights.

(a) Application. These rights apply to all employees and Agencies represented by the Union except employees who are laid off during initial trial service.

(b) Definitions.

(1) Geographic areas are the groupings of work locations in event of layoff and the scope of recall rights after a layoff as defined in the Agency-specific provisions of Articles 70.1, 70.2, 70.3, and 70.5.

(2) Agency Layoff Lists are intra-Agency layoff lists, as defined in Article 45, Section 2(a), and as further defined by geographic areas for layoff for each Agency in Articles 70.1, 70.2, 70.3, and 70.5.

(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 Union-represented Agencies and who have elected to be placed on such list, consistent with the definitions of geographic areas for layoff for each Agency in Articles 70.1, 70.2, 70.3, and 70.5.

(c) Coordination with Articles 45 and 70. The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified in this Article and Article 45, 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 and eligible workload limited duration employees, who are separated from the service of the State in good standing by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on Agency Layoff Lists, be given the

option of electing placement on the Secondary Recall List by geographic area for other SEIU Local 503, OPEU-represented Agencies which utilize the same 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 placement on the list or the termination of this Agreement whichever occurs first.

(B) Employees who elect to be placed on the Secondary Recall List shall specify in writing the Agencies and geographic areas of their choice.

(2) Use of the Secondary Recall List.

(A) Notwithstanding any other provision regarding the use of the Secondary Recall List, designated individuals on the secondary list may be given first preference for appointments to positions in order to ensure adequate numbers of protected class employees, based on the goals of the Affirmative Action Plan developed by the Agency effecting the recall, consistent with applicable law.

(B) After the exhaustion of any 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.

(C) 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.

(D) Prior to initiating other methods to fill a vacancy, except an agency layoff list, agencies shall utilize the Secondary Recall List to fill positions. The Agency will call 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. The Agency will select one of the five (5) employees from the list. Seniority for this purpose shall be computed as described in Section 4 of this Article.

(E) Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

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

(A) Recall to a Permanent Position. A laid off regular status or eligible workload limited duration employee on the Secondary Recall List who is offered a permanent appointment from the list and refuses to accept the appointment shall have their name removed from the Secondary Recall List.

(B) Employees appointed to positions from the Secondary Recall List shall have their names removed from all other Agency Layoff Lists 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. Administration of the trial service period shall be consistent with Sections 2, 4, and 5 of Article 49. However, employees who fail to successfully complete this trial service period shall have their names restored only to the Agency Layoff Lists on which they previously had standing. Restoration to the Agency Layoff List shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List.

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

Section 12. Geographic Area. See Articles 70.1-70.5.

Section 13. When the Employer declares that a layoff is necessary, the Parties will meet, if requested by either the Employer or the Union, to consider such alternatives to layoffs such as: voluntary reductions in hours; voluntary paid leaves of absence; other voluntary programs, temporary interruptions of employment, and/or job opportunities in other Agencies. Such alternatives shall be subject to mutual agreement by the Union and the Employer. In the absence of such mutual agreement, the Employer may implement layoff procedures consistent with this Agreement. The Parties agree that any and all discussions that take place under this Section shall not be subject to Article 5--Complete Agreement of this Agreement, or constitute interim negotiations under PECBA. In addition, the Parties will not be required to use the dispute resolution processes contained in PECBA.

Section 14. Prior to transferring a program to an Oregon non-profit corporation that is not a PERS participant, a regular status employee shall be afforded layoff and bumping rights.

(See Letter of Agreement 70.00-25-492 in Appendix A.)

REV: 2015,2023

ARTICLE 70.3A--GEOGRAPHIC AREA FOR LAYOFF (ODOT)

Section 1. ODOT (Except DMV). For the purpose of Article 70--Layoff, the geographic area is defined as the permanent place where the employee reports to work. For all employees except seasonals, if there are no employees in that place with less seniority than the employee being laid off, then the geographic area is:

(a) For Mechanics stationed at locations other than the Salem, Bend, and La Grande shop locations, the geographic area shall be the closest of these three (3) locations.

(b) For all other employees the geographic area will be the Region in which their work location is, except that for the purposes of this Article, Region 1 and 2 will be combined.

Section 2. DMV Only. For purposes of Article 70--Layoff, the geographic area for DMV employees shall be as follows:

(a)

(1) Employees working at DMV Headquarters in Salem (not in field offices) shall exercise their bumping rights within Salem. Employees may bump into field offices in accordance with Subsection (c) below only if they have previously worked in a field office as a Transportation Service Office Leader or Transportation Service Representative 1 or 2 in the last two (2) years.

(2) Employees working in field offices shall exercise their bumping rights within their Region as described in Subsection (c) of this Section.

(b) Business Regulation Investigators will consider the city in which their office is located to be their geographic area and shall exercise their option in accordance with Subsection (c) of this Section. Business Regulation Investigators may bump into field offices in accordance with Subsection (c) below only if they have previously worked in a field office as a Transportation Service Office Leader or Transportation Service Representative 1 or 2 within the last two (2) years of receiving their layoff notice.

(c) Employees in field offices shall exercise bumping rights within the Region where the employee works:
(1) Mt. Hood and Sunset Regions
(2) Northwest Region
(3) Central Region
(4) South Region
(5) East Region.

REV: 2019

ARTICLE 70.3B--GEOGRAPHIC AREA FOR LAYOFF (OPRD)

For the purpose of Article 70--Layoff, the geographic area is defined as follows:

(a) Except for seasonal employees, the geographic area is the permanent place where the employee reports to work.

(b) If there are no employees in that place with less seniority than the employee being laid off, then the geographic area is a radius of twenty-five (25) air miles from the permanent place where the employee reports to work.

(c) When the Agency intends to initiate the layoff process, the Agency shall provide each Steward in the geographic area affected by the layoff, an electronic copy of the seniority of employees in all affected positions in the applicable geographic area.

REV: 2021

ARTICLE 70.3C--GEOGRAPHIC AREA FOR LAYOFF (Forestry)

Section 1. For purposes of Article 70--Layoff, the geographic areas for permanent full-time and part-time employees shall be composed of the following Forestry Department groupings:

Geographic Area #1

No grouping is applicable; instead, the following Forestry Department districts will remain independent geographic areas for the purpose of layoff/recalls:

(a) Northeast Oregon District
(b) Central Oregon District and Staff to the Eastern Oregon Area Director
(c) Klamath Lake District

Geographic Area #2

(a) Southwest Oregon District
(b) Coos Bay Unit
(c) Roseburg Unit
(d) Western Lane District
(e) Staff to the Southern Oregon Area Director
(f) South Cascade District

Geographic Area #3

(a) Forest Grove District
(b) Astoria District
(c) Tillamook District
(d) West Oregon District
(e) South Fork Camp
(f) Staff to the Northwest Oregon Area Director
(g) North Cascade District
(h) Tillamook Forest Center

Geographic Area #4

(a) Salem Headquarters
(b) Schroeder Seed Orchard

Section 2. The geographic area for seasonal employees who are off-season shall be the geographic area where they were employed the prior season. The geographic area for seasonal employees laid off while on-season shall be the Forestry Department District or Administrative Unit as follows:

(a) Pendleton Unit—Northeast Oregon District
(b) La Grande Unit—Northeast Oregon District
(c) Wallowa Unit—Northeast Oregon District
(d) John Day Unit—Central Oregon District
(e) The Dalles Unit—Central Oregon District
(f) Prineville Unit—Central Oregon District
(g) Lakeview Unit—Klamath Lake District
(h) Klamath Unit—Klamath Lake District
(i) Grants Pass Unit—Southwest Oregon District

(j) Medford Unit—Southwest Oregon District
(k) ODF Roseburg Unit
(l) Veneta Unit—Western Lane District
(m) Florence Unit—Western Lane District
(n) Coos Bay Unit – Western Lane District
(o) Eastern Lane Unit—South Cascade District
(p) Santiam Unit—North Cascade District
(q) Philomath Unit—West Oregon District
(r) Toledo Unit—West Oregon District
(s) Dallas Unit—West Oregon District
(t) Sweet Home Unit—South Cascade District
(u) Molalla Unit—North Cascade District
(v) Forest Grove Unit—Forest Grove District
(w) Columbia City Unit—Forest Grove District
(x) Astoria District
(y) Tillamook District
(z) Schroeder Seed Orchard
(aa) South Fork Camp
(bb) Tillamook Forest Center
(cc) Salem.

REV: 2021,2023

ARTICLE 70.3D--GEOGRAPHIC AREA FOR LAYOFF (ODOA)

For purposes of Article 70--Layoff, the geographic area shall be considered the City of Salem. If the Agency establishes a new office in another city and employees assigned to that office have that office designated as their official work station, the Parties agree that the Employer and Union will reopen this Article for negotiations to discuss a revised definition of the geographic area for layoff purposes. These negotiations shall be pursuant to ORS 243.698 et. seq.

ARTICLE 70.3E--DEFINITION OF GEOGRAPHIC AREA (ODFW)

Section 1. For purposes of Article 70--Layoff, the geographic area for employees other than seasonal and temporary employees shall be the Watershed District in which the employee's official station is located.
Section 2. For purposes of Article 70--Layoff, the geographic area for seasonal employees shall be the employee's worksite.
Section 3. For the purpose of Article 70 – Layoff, the Agency shall provide each Steward in the Watershed District in which the employee's worksite is located, an electronic copy of the seniority of employees in all affected positions in the applicable geographic area once a written notice of layoff has been issued to the employee by the Agency.

ARTICLE 70.3F--GEOGRAPHIC AREA FOR LAYOFF (DOGAMI)

For the purposes of layoff, the geographic area is the employee's assigned office. If there is no bumping opportunity in the employee's office, the employee will have an option at one (1) office within one (1) geographic area of the employee's choice. Geographic areas are defined as follows:

- Newport
- Baker City
- Springfield
- Portland
- Albany.

NEW: 2019

ARTICLE 70.3G--GEOGRAPHIC AREA FOR LAYOFF (Agriculture)

Section 1. In the Department of Agriculture, for purposes of Article 70--Layoff, the geographic areas for seasonal employees shall be as follows:
(a) Salem, Portland
(b) Each Field office
(c) Employees who work out of their homes shall have their geographic area defined as that assigned area of their work responsibility.
Section 2. The geographic area for permanent employees shall be the State of Oregon.

NEW: 2019

ARTICLE 70.3H,I--GEOGRAPHIC AREA FOR LAYOFF (Water Resources and OWEB)

For purposes of Article 70--Layoff, the geographic area shall be as follows:
(a) Except as provided in (b) below, the geographic area is defined as all Oregon work locations.
(b) For employees whose work station is located in Salem, the geographic area is defined as Salem.

NEW: 2019

ARTICLE 71--SEASONAL AND INTERMITTENT EMPLOYEES

Section 1. Positions which occur, terminate, and recur periodically and regularly, regardless of the duration thereof, shall be designated as seasonal positions.

Section 2. A regular status seasonal employee shall be eligible for a salary increase upon returning to the same Agency in the same classification the next annual season regardless of the length of the period of time that has lapsed since the previous six (6) month or annual increase granted. "Annual season" means a period of twelve (12) months, regardless of the number of seasons occurring during that period.

Section 3. A seasonal employee shall be given notice at the time of hire of the length of the season and the anticipated end of the season. A seasonal employee shall be given at least ten (10) calendar days advance notice of the end of the season, except when conditions are beyond the control of the Agency. In advance of the season or as soon as the seasonal employee becomes aware of the need to end their season early, the seasonal employee may submit a request to their supervisor. Subject to the agency operating requirements, the supervisor may approve the employee's request without jeopardizing their recall rights the following season. (See also Article 70, Section 7.)

Section 4. Regular status seasonal employees terminated at the end of the season shall be placed on the reemployment roster in order of seniority and shall be recalled by geographic area the following season in order of seniority to the extent that work is available to be performed. Such recall rights shall not apply to regular status seasonal employees who work full-time in another state Agency.

Section 5. Seasonal employees shall accrue all rights and benefits accrued by full-time employees during their employment season, except as otherwise modified by this Agreement.

Section 6. Employees in seasonal positions who have completed initial state trial service one thousand and forty (1,040) hours and who are not participating members of the Public Employees Retirement System shall receive a special differential of six (6%) percent in addition to their regular rate of pay. Such special differential shall not increase pay rates in the Compensation Plan or be applicable to other seasonal, temporary, trial service, or regular positions or employees. Such special differential shall terminate immediately prior to the first full pay period after the employee becomes a participating member of the Retirement System.

Section 7. Seasonal employees not currently employed shall be treated as internal candidates for any jobs they apply for within their Agency, even between seasons, so long as they have recall rights.

Section 8. Intermittent Appointments.

(a) Only the following seasonal, part-time, or unfunded positions may be designated as intermittent positions in that work assigned to these positions is available on an irregularly fluctuating basis because of conditions beyond the control of the Appointing Authority: Employment Department, ODHS Children, Adult, and Family-related services and programs, OYA Administration and Field Services (on-call and unfunded positions), Oregon Department of Forestry (co-op positions, Forest Lookouts, and Schroeder Seed Orchard), Department of Education (relief workers at the School for the Deaf).

(b) A person appointed to an intermittent position during the term of this Agreement shall be informed in writing at the time of appointment that the position has been designated as an intermittent position and that the employee may expect to work only when work is available. A person who is appointed to an intermittent position may be scheduled for work at the discretion of the supervisor when the workload for the position so justifies without any penalty pay provision for short notice.

(c) The unscheduling of an employee appointed to an intermittent position shall not be considered a layoff. Whenever possible, an intermittent employee shall be given ten (10) calendar days notice of scheduling and unscheduling of work. When such notice cannot be given, such employees may be unscheduled without advance notice. The Agency shall not use unscheduling of work as a method of unofficially disciplining or discharging intermittent employees.

(d) Intermittent employees will be scheduled and unscheduled for work in seniority order by work unit.

(e) Except as specifically modified above, intermittent employees shall have all the rights and privileges of seasonal employees.

(See Letter of Agreement 71.00-25-493 in Appendix A.)

REV: 2015, 2019

ARTICLE 71.3B--SEASONAL EMPLOYEES (OPRD)

The Agency shall end seasonal appointments in reverse seniority order within each work location by classification. However, when the operating needs of the Agency require specific knowledge, skills and abilities, as outlined in the position description, the Agency shall retain the most senior employee that possesses the required knowledge, skills and abilities for that position. If a seasonal employee accepts a position in the same classification at a different location within the Agency, it shall be considered a lateral transfer and the employee will be required to complete any remaining time in their trial service period. Employees who voluntarily resigned or who have been terminated due to not responding to the seasonal availability notice within thirty (30) days will not be eligible for a transfer.

REV:2023,2025

ARTICLE 71.3C—SEASONAL EMPLOYEES (ODF)

If a seasonal employee accepts a position in the same classification at a different location within the Agency, it shall be considered a lateral transfer and the employee will be required to complete any remaining time in their trial service period.

Employees who voluntarily resigned or who have been terminated due to not responding to the seasonal availability notice within thirty (30) days will not be eligible for a transfer.

NEW:2023,REV: 2025

ARTICLE 71.3E--SEASONAL EMPLOYEES (ODFW)

Section 1. The phrase in Article 71, Section 5 "shall be recalled by geographic area the following season" shall cover a two (2) year period from the end date of the employee's most recent seasonal appointment. Seasonal employees who refuse their recall opportunity once shall forfeit all future recall rights to that seasonal position.

Section 2. At the end of each season, a seasonal employee employed during that season shall, upon written request to their supervisor, be provided a copy of the reemployment recall roster for their geographic area. The supervisor will provide the information no later than fifteen (15) calendar days after the request.

REV: 2013

ARTICLE 74--TEMPORARY INTERRUPTION OF EMPLOYMENT--LACK OF WORK

Section 1. Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which does not exceed fifteen (15) days, shall not be considered a layoff if, at termination of such conditions, employees are to be returned to employment. Such interruptions of employment shall be by work unit and recorded and reported as leave without pay. Under no circumstances shall this Article be used to remedy shortage of funds.

Section 2. An employee who is affected by a temporary interruption of employment shall be allowed to use any form of paid leave including vacation, compensatory time off, or personal leave provided the leave has been accrued. Such employee shall continue to accrue all benefits during this period. This Section shall only apply to FLSA-exempt employees where the interruption is for one (1) or more full workweek(s).

Section 3. For periods longer than fifteen (15) days, the Appointing Authority shall follow the procedures described in Article 70--Layoff. In instances where temporary interruption of employment is an established practice that the Agency used in connection with cyclical or scheduled shortage of work for more than fifteen (15) days, such practice may continue. Provided, however, that when such periods are for longer than fifteen (15) days, the Appointing Authority shall use seniority of employees by classification in the affected work unit in determining employees to be placed on leave without pay. The Appointing Authority will determine the work unit in each instance. If all such employees available for work cannot be returned to their positions, seniority shall be used to determine the order of recall.

ARTICLE 80--CHANGE IN CLASSIFICATION SPECIFICATIONS

Section 1. The Employer shall notify the Union of intended classification studies.

Section 2. The Union may recommend classification studies be conducted by the Labor Relations Unit, indicating the reasons for the need of such studies. The Labor Relations Unit shall reply, setting a preliminary date for completion of the study or explaining the reasons for a decision not to conduct such a study within ninety (90) days of receipt of the request.

Section 3.

(a) Whenever a change in classification specifications or a new classification is proposed, it is agreed that the Labor Relations Unit shall submit the classification specification changes to the Union to provide it an opportunity to review and comment on the specifications. If the changes of the specifications substantially revise the specifications, the Parties shall negotiate the salary range for the newly revised specification.

(b) When the Union requests a classification study, negotiations for salary ranges for new classifications shall commence no later than ninety (90) days following the Employer's written notification to the Union of the finalization of the class specification.

(c) Proposals for the salary rate and effective date for changes in classification specifications may be submitted throughout the term of this Agreement. If the Parties are able to reach agreement, the new classification will be implemented. Any classes on which salary is not agreed can be submitted with overall proposals for a successor Agreement.

(See also Institutions Coalition Letter of Agreement 80.1-26-514 & ODOT Coalition Letter of Agreement 80.3-25-511 in Appendix A.)

ARTICLE 81--RECLASSIFICATION UPWARD, RECLASSIFICATION DOWNWARD, AND REALLOCATION

Section 1. Reclassification must be based on findings that the purpose of the job is consistent with the concept of the proposed classification and that the class specification for the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position. As used herein:

(a) 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;

(b) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; 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.

Section 2. Reclassification Up.

(a) Reclassification upward is a change in classification of a position by raising it to a higher classification. Employees, or supervisors with prior notice to the employee(s), may seek reclassification to any non-supervisory or non-managerial classification in the Executive Branch (DAS) of government whether or not the classification is included in Appendix B of this Agreement provided that:

(1) the classification exists in the unrepresented compensation plan or in multiple bargaining units' compensation plans, and

(2) the classification is not specific to another Agency.

In the event that the proposed new classification is not in the bargaining unit, the classification shall be added to the SEIU Local 503, OPEU compensation plan at the Employer-proposed salary range. However, if the Employer-proposed range is lower than the classification salary range in another DAS compensation plan, the Parties will negotiate the salary range.

(b) Employees, or supervisors with prior notice to the employee(s), and the Union, may request reclassification by submitting a written explanation of the request, a Chief Human Resource Office Position Description Form signed by the employee (if the position is filled), the supervisor and Appointing Authority and all other relevant evidence for the proposed reclassification to the Agency Appointing Authority or designee. Employees, or supervisors with prior notice to the employee(s), and the Union, who believe the duties included in an employee(s) official position description demonstrate higher-level work shall submit a request for reclassification review. Duties assigned to an employee on an ongoing basis shall be reviewed pursuant to this Article, including the reclassification review and appeal process. Temporary assignments of work may be grieved under Article 26, Section 9.

(1) Within sixty (60) days, unless otherwise mutually agreed in writing, the Agency shall review the merits of the request based on the final position description signed by the Appointing Authority.

(2) The Union shall be entitled during the sixty (60) day review period and prior to issuance of the Agency decision to meet with the Agency or to present further written arguments in support of the request.

(3) The Agency will notify the employee and supervisor of its decision and provide a copy of the final position description signed by the Appointing Authority.

(4) Should the duties of the position support the proposed reclassification, the Agency shall make a determination whether to seek legislative approval for reclassification or remove selected duties within one hundred and twenty (120) days, however, this time period may be extended upon mutual agreement of the Parties.

(c) If the reclassification receives legislative approval, the effective date of the reclassification shall be the date the reclassification was finalized in the budget and a note will be added to the CHRO human resources information system with the date that the reclassification was requested. Upon upwards reclassification, the employee will be placed on the step in the new salary range equivalent to their base salary plus work-out-of-classification pending upward reclassification they have been receiving pursuant to Article 26, Section 9. The work-out-of-class pending upwards reclassification differential shall end when the employee is placed in the new salary range. The benefit service date shall remain the same.

(d) If a reclassification request does not receive legislative approval or the Agency removes selected duties to be consistent with the employee's current classification, the work-out-of-classification pending upward reclassification differential will end. If an employee didn't receive a work-out-of-classification differential for all or part of the time between the reclassification request and the date the duties were removed, they will be paid a lump sum for any money owed.

(e) An Agency may adjust the effective date of a reclassification to avoid an overpayment.

Section 3. Reclassification Down.

(a) Reclassification downward is a change in the classification of a position by reducing it to a lower classification.

(b) The Agency shall, sixty (60) calendar days in advance of a reclassification downward of any position, notify the affected employee(s) in writing of the action, including the specific reasons, and the Chief Human Resource Office Position Description used for the action, which shall be signed by the Appointing Authority.

(c) When an employee is reclassified downward, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.

(1) If the employee's pay exceeds the top step of the new classification, the agency will retain their current salary. The agency will red-circle their rate of pay until the top step of the classification equals or exceeds the employee's salary. Employees who are red-circled are not eligible for cost-of-living increases. When the top step of the classification equals or exceeds the employee's red-circled rate of pay, an agency will adjust the rate of pay appropriately and the employee becomes eligible for cost-of-living increases.

(2) If the employee's current pay falls within the new classification's salary range and the assessment results in a step equal to or greater than their current pay, the agency will apply the outcome of the equal pay calculator.

(3) If the employee's current pay falls within the new classification's salary range but the assessment results in a step below their current pay, the agency will maintain the employee's current pay. If this places the employee off-step in the new classification the employee will advance to the next higher salary step at their next benefit service date followed by an additional step increase – not to exceed the top step of the range.

(4) The benefit service date remains unchanged.

(d) Employees who are reclassified downward for non-disciplinary reasons shall be given the same recall rights as employees demoted in lieu of layoff pursuant to Article 70 of this Agreement for reemployment to the classification from which they were reclassified downward.

Section 4. Reclassification Equal or Lateral.

Reclassification equal or lateral is a change in an employee's job classification from one classification to another with the same salary range base number.

(a) When an employee is reclassified to an equal or lateral classification, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.

(1) If the employee's current pay falls within the new classification's salary range and the assessment results in a step equal to or greater than their current pay, the agency will apply the outcome of the equal pay calculator.

(2) If the employee's current pay falls within the new classification's salary range but the assessment results in a step below their current pay, the agency will maintain the employee's current pay. If this places the employee off-step in the new classification, the employee will advance to the next higher salary step at their next benefit service date followed by an additional step increase – not to exceed the top step of the range.

(b) The benefit service date remains unchanged.

Section 5. Reclassification Appeals.

(a) Filing.

Reclass Upward. A decision of the Agency to deny a reclassification request may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency Appointing Authority or designee, including, the written explanation, the position description signed by the Appointing Authority, and all other relevant evidence for the proposed reclassification. Additionally, the Union may include a written rebuttal to the Agency's statement of determination. No new evidence or information will be considered by the Committee, unless the Committee requests additional material for clarification.

Reclass Downward. Within thirty (30) calendar days from the date the employee receives notice that the Agency will reclassify their position downward, they may grieve this action by filing a grievance at the Agency Head level in the grievance procedure, providing a written explanation of the request and all relevant evidence demonstrating why the reclass is in conflict with Article 81, Section 1. The Agency Head shall respond in writing in accordance with Article 21 — Grievance and Arbitration. A decision of the Agency to deny a grievance under this Article may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency, including the written explanation of the request and all relevant evidence. Additionally, the Union may include a written rebuttal to the Agency's statement of determination. No new evidence or information will be considered by the Committee, unless the Committee requests additional material for clarification.

(b) Once appealed to DAS Labor Relations, the matter shall be considered by the Employer designee (or the alternate) and the Union designee (or the alternate) who shall form the Committee charged with the responsibility to consider appeals pursuant to this Article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each designee (and each alternate) shall have experience making classification decisions.

Should the Union designee or the Union alternate be a bargaining unit member, to participate in the process, that employee shall be granted reasonable paid release time during their scheduled workday or a mutually-agreed alternate work schedule. Further, where the Union designee or the Union alternate is a bargaining unit member and the Employer believes the time required by the process presents a hardship for the employing Agency, the Employer may require the Union to designate a qualified replacement for the Committee. Either Party may discontinue this part of the appeals process upon two (2) weeks notice to the other.

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 in Article 81, Section 1. In this process each of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and DAS Labor Relations shall be notified. If the Parties concur on the alternate class, that shall end the appeal. The Committee will send a written initial decision to the Agency and Union within sixty (60) days from receipt, which will include the reasons for its decision. The Agency or the Union may ask the Committee to reconsider its decision by sending a written reconsideration request which must be based on incorrect or incomplete information in the initial decision. Additional or new evidence/information will not be considered by the Committee after the initial decision has been issued. The reconsideration request must be received by DAS Labor Relations within fifteen (15) calendar days from the date of receipt of the decision. The Committee will have five (5) business days from the receipt of the request to determine if the request meets the reconsideration criteria and will notify the Agency and Union of its decision. If there is no timely request for reconsideration, or the request does not meet the reconsideration criteria, the Committee's decision will be final and binding. If the reconsideration request is granted, the other party will have the opportunity to provide a written rebuttal to the reconsideration request, which must be received by DAS Labor Relations within fifteen (15) calendar days from date of receipt. The Committee will reconsider its initial decision and issue a final decision within forty-five (45) calendar days from the date of receipt by DAS Labor Relations of the reconsideration request. 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.

(c) The Committee may extend, up to thirty (30) days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.

(d) If the Committee does not agree on the appropriate classification within sixty (60) days of the appeal to DAS Labor Relations, or from the extension, then the Union may request final and binding arbitration under this clause of the

Agreement by a written notice to DAS Labor Relations within the next forty-five (45) calendar day period. Except as specified in this Section, arbitration shall proceed as indicated in Article 21--Grievance and Arbitration.

Each Party may go forward with only one (1) class. Each Party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member.

The Parties will agree upon a permanent appointment of one (1) arbitrator to hear grievances arising from this Article. This arbitrator shall have special qualifications to hear these matters; however, each side retains the right to initiate a change in that assignment upon notice to the other side. The change in the assigned arbitrator shall be effective for any case not yet scheduled for arbitration.

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 using the criteria specified in Section 1.

In the event the arbitrator finds in favor of the proposed or alternate classification, management retains the right to, on a timely basis, adjust duties consistent with its current classification.

Section 6. An incumbent employee who appealed a reclass decision to final decision through the Committee or through an arbitration shall not be eligible to either submit a new reclassification review request or to be reclassified downward by management, unless a change of assigned duties has occurred since that decision or a revised classification has been adopted.

Section 7. An employee's classification status change from a Management Service classification to a represented classification may correctly occur through reclassification where it is found that there has been a significant change of position duties, authority, and responsibilities, and as a consequence, the class specification for the proposed classification more accurately depicts the assigned duties, authority, responsibility, and distinguishing characteristics of the position.

Section 8. Reallocation Appeal Process for New Classes. Employees in positions allocated to a new classification, who dispute their placement in a new classification can appeal their placement using the following process:

(a) An appeal may be filed by an individual employee or a Steward or a Union Organizer on behalf of the employee, to the Agency Human Resource Office within thirty (30) calendar days of written notification by the Agency of placement into the new classification. 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 new classification placement, and the new classification placement believed to be correct by the affected employees. The appeal must include the signed position descriptions used for allocation. In the event that the old classifications are to be abolished, correct placement cannot be back to the prior classification. Using the criteria in Section 1, the Agency shall conduct a review of the allocation. 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 DAS Labor Relations within thirty (30) calendar days of receipt of the written denial. The appeals will be considered by designees of the Parties using the process set forth in Section 5(b), with the addition of two (2) resource persons, one (1) designated by each Party, to provide technical expertise within the specific series. Appeals shall be decided in order of receipt by DAS Labor Relations. Decisions shall be rendered by the designees no later than sixty (60) calendar days after receipt of the appeal by the Committee.

(c) The Committee may extend, up to thirty (30) calendar days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.

(d) The decisions of the designees shall be binding on the Parties. However, Agencies may elect to remove duties consistent with this Article or at any point during the process.

(e) If the appeals Committee cannot make a decision, the matter may be appealed to arbitration per Section 4(d) of this Article.

(f) The effective date for pay changes shall be the same as that negotiated for implementation of the new classification.

(g) Appeals of all filled positions will occur first. Where a position is vacated during the appeals process, the Union may continue the appeal provided no changes in duties are anticipated.

REV: 2019, 2021,2023,2025

ARTICLE 85--POSITION DESCRIPTIONS AND QUARTERLY CHECK-INS

Section 1. Position Descriptions. Individual position descriptions shall be reduced to writing and delineate the currently assigned duties, authorities, and responsibilities of the employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and when the position description is amended. The individual position description shall be subject to at least an annual review with the employee. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.

If the employee believes the assigned duties, authorities, and responsibilities reflected in their position description are not consistent with the classification specification, the employee may request to meet with their supervisor to discuss their concerns. The supervisor will review the employee's position description to determine if it needs to be updated to accurately reflect the overall assigned duties, authorities, and responsibilities of the position. If updates are necessary, the supervisor will provide the revised position description to the employee within forty-five (45) calendar days of the employee's request.

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 quarterly check-in no later than thirty (30) calendar days from the date of the request.

The employee shall have the opportunity to provide their input during the quarterly check-in.

Quarterly check-ins are not grievable nor arbitrable under this Agreement nor shall they be used for purposes of disciplinary action or layoff.

REV: 2021,2023

ARTICLE 86--WORKLOAD PRIORITIZATION

Any employee may request assistance from their immediate supervisor in establishing or adjusting priorities in order to carry out their work assignment. The supervisor will take into account variables that impact the difficulty of assignments to the employee. The employee may request to have the response provided orally or in writing. The immediate supervisor will respond accordingly and outline a clear prioritization of the employee's work assignments in a timely manner, unless such request is deemed to be inappropriate or excessive. At the request of the employee, the immediate supervisor will meet with the employee to discuss the prioritization.

REV: 2025

ARTICLE 90--WORK SCHEDULES

Section 1. A work schedule is defined as the time of day and the days of the week the employee is assigned to work.

(a) A regular work schedule is a work schedule with the same starting and stopping time on five/eight (5/8) hour days.

(b) 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 supervisor.

Provided, however, nothing in this Section is intended to prohibit management from changing an employee's flexible work schedule without an employee's consent where such a change is needed in the regular course of business and where the employee has been initially hired by management, or initially placed on a flexible work schedule, with the express understanding that the person hired or the employee so placed on a flexible work schedule is expected to work a flexible work schedule as a condition of their employment.

(c) An alternate work schedule is anything other than a regular work schedule or a flexible work schedule.

Section 2. An employee may request in writing to work any work schedule as defined in Section 1, or any alternate work schedule. No employee requests will be arbitrarily denied or rescinded. The employee's request shall be evaluated on the following criteria before the request can be approved:

(a) That their requested alternate work schedule will not interfere with their ability and availability to perform the job;

(b) That the operational needs of the Agency are met;

(c) That the needs of the public are adequately served; and,

(d) That a forty (40) hour workweek is maintained for full-time employees, or the established weekly hours for part-time employees.

If these criteria are met, the Agency shall grant the employee's written request.

The Agency shall also consider other extenuating circumstances including, but not limited to, employee use of carpooling, mass transit, or a demonstration of an unusual hardship. Shift differential shall be paid in accordance with Article 26—Differentials.

Section 3. Except as may be specifically stated in Articles 90.1-90.5 or Section 2, the workweek is defined as the fixed and regularly recurring period of one hundred and sixty-eight (168) hours during seven (7) consecutive twenty-four (24) hour periods and the workday is the twenty-four (24) hour period commencing at the start of the employee's assigned shift and shall remain fixed at that period for the whole of the workweek, except for flexible work schedules.

Section 4. Request to Temporarily Modify an Existing Work Schedule. Subject to the operating needs of the Agency, an employee may, with their immediate supervisor's advance approval, temporarily modify their work schedule (regular, alternate or flexible) in a workweek not to exceed forty (40) hours. Such requests and modifications will be in accordance with Article 40—Penalty Pay, Section 4, Modification of Work Schedule and Article 32—Overtime, Section 5, Schedule Change. Such requests shall not be arbitrarily denied.

REV: 2015, 2021

ARTICLE 90T--WORK SCHEDULES (Temporary Employees)

Section 1. A work schedule is defined as the time of day and the days of the week the employee is assigned to work. Management retains the right to modify work schedules.

Section 2. A workweek is defined as the fixed and regularly recurring period of one hundred and sixty-eight (168) hours during seven (7) consecutive twenty-four (24) hour periods. The employee will be notified in writing when the workweek begins and ends.

Section 3. For work schedules of six (6) hours or more there shall be an established unpaid meal period of no less than thirty (30) minutes midway in each workday. Employees who are not relieved from their work assignment and are required to remain in their work areas shall have such time counted as hours worked.

Section 4. A paid rest period of fifteen (15) minutes in duration for an employee on a five/eight (5/8) work schedule or twenty (20) minutes in duration for an employee on a four/ten (4/10) work schedule should be taken about midway through each four

(4) or five (5) hour work period, as appropriate. Employees may be required to remain in the area and/or respond to emergencies during a rest period. If an employee cannot be relieved for a rest period, that employee shall be allowed to take a break in the work area or near the work area without interruption except for emergencies. Under no circumstances will unused rest periods be accumulated and used to reduce work time.

ARTICLE 90.3A--WORK SCHEDULES (ODOT Only)

Section 1. Scheduling.

(a) Employee work schedules shall be assigned by the Agency and be developed by the employee's immediate excluded supervisor or team leader and posted monthly, seven (7) calendar days prior to the effective date of the schedule. The regular weekly workshift shall consist of a regular schedule of five (5) consecutive eight (8) hour days. The Agency may assign irregular shifts to meet operating requirements. An employee may request in writing an alternate or flexible work schedule. No schedule will be arbitrarily changed.

Employees who receive fewer than seven (7) calendar days' notice of work schedule changes shall be compensated as follows: For each day that the required notice is not given, the employee shall be entitled to a penalty payment of three (3) hours of straight time pay in addition to the appropriate pay for the hours worked. The penalty payment shall continue until the notice requirement is met, or the employee is returned to their prior schedule, whichever occurs first. The day that notice is given shall count as the first calendar day.

This penalty payment may not be paid for a change in reporting time, nor may it be paid in addition to reporting time penalty pay, pursuant to Article 40.3. It also does not apply when an employee is on a job rotation to a position where work scheduling is controlled by a contractor or the employee is otherwise voluntarily working under a management structure separate from their regular position. ODOT shall designate a unique payroll code used exclusively for schedule change penalty pay.

(b) The workweek shall be the same as calendar week starting at 12:01 a.m., Monday and ending 12:00 midnight the following Sunday.

(c) Employees shall receive sixty (60) consecutive hours off between each weekly work schedule; be scheduled for forty (40) hours of work within a span of one hundred and eight (108) hours; and work five (5) consecutive days. The preceding shall not apply in the following circumstances:
- (1) The employee is required to work overtime on a day off.
- (2) Thirteen (13) times per calendar year when there is a change in schedules for crews assigned to a schedule of rotating days off.
- (3) Twice a year when there is a seasonal change for crews where seasonal shift changes are required.
- (4) As provided in Section 1(e) of this Article.
- (5) When the employee's schedule is changed without the required notice and the employee receives schedule change penalty pay.

(d) Employees assigned to crews which function on a three (3) shift, twenty-four (24) hour day basis, and who are performing relief duties, shall not be subject to the workday definition. However, Article 40.3--Work Schedule Premium Pay, of this Agreement remains applicable.

(e) The Agency shall schedule work in such a manner that split time off is used only when:
- (1) Mutually agreed with the employee;
- (2) It is necessary to use such scheduling to change shifts on an operation which currently functions on a twenty-four (24) hours a day, seven (7) days a week basis; or
- (3) Flexible scheduling is necessary to fulfill the Agency's responsibility for truck weight regulations.

(f) Motor Carrier Enforcement Officer Only. Each Motor Carrier Enforcement Officer work schedule shall include the following:
- (1) A minimum of twelve (12) hours between shifts, unless directed by Motor Carrier Transportation Division Management to help with emergency road conditions. In such cases, the time off between shifts shall be no less than ten (10) hours.
- (2) Split days off can be scheduled no more than once every fourteen (14) weeks.
- (3) In the developing of district schedule formats, individual employees may waive specific provisions of Section 1(c) and (f) of this Article when there is written mutual agreement between an individual employee and their supervisor, and such agreements do not result in overtime or FLSA violations.
- (4) Employee shifts and days off will not be final until they are officially scheduled and posted in accordance with Section 1(a) of this Article "…seven (7) calendar days prior to the effective date of the schedule"; (changes to the posted schedule are governed by Article 40.3—Penalty Pay and Article 90.3—Work Schedules.
- (5) Nothing in this Agreement is intended to restrict management's rights to determine work schedules consistent with Article 90—Work Schedules and Article 90.3—Work Schedules or to schedule employees subject to operational needs including trials, training/crew meetings, special operations, etc.

(g) DMV Only. The Agency may also assign flexible schedules to meet operating needs. In Field offices where regular work schedules require employees to work beyond 5:00 p.m., or on Saturday and Sunday, the schedule shall first be filled by the most senior employee who volunteers and is qualified to do the work needed, is in the classification, and at the affected office.

If there are no volunteers for the unfilled shift, the supervisor shall assign the position to the least senior employee in the affected classification at the affected office who has completed trial service and is qualified to do the work required.

All regular work schedules that require employees to work beyond 5:00 p.m. or on Saturday or Sunday shall be opened for reassignment as outlined above when a qualified replacement is available.

If during the life of this Agreement, the State substantially increases the number of Field offices with weekend hours, this Section may be reopened for negotiation.

The Employer will make a reasonable effort to accommodate employees who present written documentation of inability to work on Saturday only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member.

(h)

(1) Transportation Maintenance and Incident Response Employees Only. Shifts are assigned by the supervisor and where an employee volunteers for a shift, the employee will be assigned; subject, however, to the requirements of the Agency to have qualified employees on all shifts to provide the best service to the motoring public. When two (2) or more employees volunteer for the same shift, the shift will be assigned to the most senior employee qualified to work that shift within the classification.

When there are unfilled shifts that employees refuse to be assigned to and there are no volunteers, the supervisor will assign the shift to the least senior employee that is qualified to work that shift within the classification.

Seniority, for purposes of this Section, shall be calculated by adding total time worked in the Agency in a position represented by SEIU Local 503, OPEU and total time worked in the employee's present classification.

The provisions of this Section shall not apply when employees have been assigned to a specific shift for purposes of training. When an employee is assigned for purposes of training, the employee shall be informed of the reason for the training and the projected length of the training assignment.

Further, the provisions of this Section shall not apply to bumper, jump, or relief personnel.

(2) It is recognized that management retains the right to schedule work in the best interest of the Highway Division. This includes a determination of when a four/ten (4/10) schedule is appropriate. Nothing in this Agreement precludes the use of a four (4) day workweek. The Employer agrees to provide written information to employees which indicates the situations in which four/tens (4/10s) would be most appropriate.

(i) This Section shall not apply to Motor Carrier Enforcement Officer, Transportation Maintenance, and DMV employees. Shift assignments may consider seniority, subject to the requirements of the Agency to have qualified employees on all shifts. Should it be necessary to assign a more senior employee to a shift which they do not prefer, such assignment shall last for one (1) season and the vacancy on that shift shall then be rotated among all other senior employees to assure equitable distribution of the undesirable shift among all senior employees, provided there are other senior employees on the crew. Seniority, for purposes of this Section, shall be calculated by adding total time worked in the Agency in a position represented by SEIU Local 503, OPEU and total time worked in the employee's present classification.

(j) Astoria Drawbridge Only. Astoria Drawbridge Operators will continue to work a schedule of fixed shifts. The agreed upon schedule will be reviewed by management and the crew on or about June 1 annually to informally discuss the effectiveness of the schedule and consider changes which either Party may propose. As part of the review, the crew will be allowed to vote to stay on fixed shifts or to change to a schedule of rotating shifts. Any vacant position will be offered to employees on the crew who qualify for the position on a seniority basis. To implement this schedule, the employees agree to forgo all forms of penalty pay and overtime payments to which they would otherwise be entitled.

Section 2. Shift Exchange. Employees may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime or penalty pay, or is a disruption of the normal routine of duties. Such requests shall not be considered as schedule changes.

Section 3. Lunch Periods.

(a) A lunch period shall be scheduled as nearly as possible to the middle of the daily workshift. Adjustment to scheduled lunch period may be made subject to operational needs of the Agency or by mutual agreement between the employee and immediate excluded supervisor. DMV offices shall make reasonable effort to maintain scheduled lunch periods which shall be posted at least one (1) week in advance.

(b) Employees who may not leave their stations and are required to continue working shall have such time counted as hours worked.

(c) Motor Carrier Enforcement Officers and Dispatch Only. When a business need exists, a lunch period shall not be scheduled as part of the employee's regular shift. The employee will be compensated at the straight time rate for hours worked during the regular shift. Employees will continue to be eligible for overtime compensation when it applies in accordance with Article 32, Section 2.

Section 4. Rest Periods. The Agency will grant rest periods whenever possible on a twice daily basis scheduled at the supervisor's discretion.

Rest periods shall not be more than fifteen (15) minutes duration for every four (4) hours of work, or major fraction thereof, and shall be taken as work will allow in the middle part of the work period. If the Agency requires a scheduled ten (10) hour day, then a rest period of twenty (20) minutes shall be taken in the middle of the five (5) hour period.

The Agency will attempt to relieve an employee during the rest period so that they may take rest periods away from their duty assignment; however, Field Crews will not be allowed to leave their worksite to travel to coffee shops, etc.

When the supervisor determines the rest period cannot be taken, the employee shall be allowed compensatory time at the rate of time and one-half (1½) to be taken at the end of the day or on another day, by mutual agreement between the employee and the supervisor.

Section 5. Rest Periods. (Interstate Bridge Crew and Dispatch Only). When the supervisor determines the rest period cannot be taken, the employee shall be compensated with cash or compensatory time at the rate of time and one-half (1½). The choice of cash or compensatory time shall be made monthly by each employee when they complete their time sheets. Within each month, these employees may not mix choices of cash or comp time.

REV: 2019, 2021

ARTICLE 90.3B--WORK SCHEDULES (OPRD)

Section 1.

(a) The employee's work schedule will be assigned by the Agency and be developed by the employee's immediate excluded supervisor and posted monthly, seven (7) calendar days prior to the effective date of the schedule. No work schedule will be arbitrarily changed. The work schedule will consist of five (5) consecutive eight (8) hour days.

The Agency may assign irregular shifts or flexible shifts to meet operating requirements. Except for meeting operating needs (i.e., overtime, staffing, emergencies, shift changes) Agency shifts shall include a minimum of twelve (12) hours between shifts.

(b) The workweek shall be the same as a calendar week starting at 12:01 a.m. on Monday and ending at 12:00 midnight the following Sunday.

(c) Except when the employee works overtime or mutually agrees, employees shall receive sixty (60) consecutive hours off within a seven (7) day period.

The preceding shall not apply up to six (6) times a year when there is a seasonal shift change for crews.

(d) During any calendar week involving a holiday, employees whose work schedule is four/ten (4/10) hour days and who have the holiday off shall receive eight (8) hours holiday pay and will use either two (2) hours accrued vacation, personal leave, compensatory time, or leave without pay. If the holiday falls on the employee's scheduled day off, the workday nearest the holiday shall be taken off.

(e) The Agency shall schedule employees in such a manner that split time off is used only when:

(1) Mutually agreed with the employee; or

(2) It is necessary to use such scheduling to change shifts on an operation currently functioning on a twenty-four (24) hours a day, seven (7) days a week basis.

(f) Employees may mutually agree to exchange days, shifts, and hours of work with the approval of their supervisor provided such change does not result in the payment of overtime or penalty pay, or is a disruption of the normal routine of duties. Such request shall not be considered as a schedule change or denied without a valid business reason.

(g) All lunch periods shall be taken as nearly as possible to the middle of the shift, and shall normally be taken during the fifth (5^{th}) hour of the shift. Employees who may not leave their work stations and are required to continue working shall have such time counted as hours worked.

(h) The Agency will grant rest periods whenever possible on a twice a day basis scheduled at the supervisor's discretion.

Rest periods shall not be more than fifteen (15) minutes duration for every four (4) hours of work, and shall be taken as work will allow in the middle part of the work period. If the Agency requires a scheduled ten (10) hour day, then a rest period of twenty (20) minutes shall be taken in the middle of the five (5) hour period.

The Agency will attempt to relieve an employee during the rest period so that they may take rest periods away from their duty assignment; however, Field Crews will not be allowed to leave their worksite to travel to coffee shops, etc. When the supervisor determines the rest period cannot be taken due to a valid business reason, the employee shall be allowed compensatory time at the rate of time and one-half (1 ½) to be taken at the end of the day or on another day at the supervisor's discretion.

(i) Shift assignments may consider seniority, subject to the requirements of the Agency to have qualified employees on all shifts. Should it be necessary to assign a more senior employee to a shift which they do not prefer, such assignment shall last for one (1) season and the vacancy on that shift shall then be rotated among all other senior employees to assure equitable distribution of the undesirable shift among all senior employees, provided there are other senior employees on the crew. Seniority, for purposes of this Section, shall be calculated by adding total time worked in the Agency in a position represented by SEIU Local 503, OPEU and total time worked in the employee's present classification.

REV: 2013, 2021,2023,2025

ARTICLE 90.3C--WORK SCHEDULES (Forestry)

Section 1. Subject to operating requirements, the Agency shall observe a five (5) day workweek with two (2) consecutive days off per workweek. For employees of the Oregon Department of Forestry, the workday is the twenty-four (24) hour period commencing at 0001 hours and ending at 2400 hours. It is further the intent of the Agency to give employees advance notice of work schedule changes. In keeping with this intent, the Agency will attempt to give employees twelve (12) hour prior notice of work schedule changes. A consecutive Sunday and Monday off will be considered to have met the intent of two (2) consecutive days off per workweek.

Section 2. District Foresters and Staff Supervisors shall have authority to determine work schedules for employees under their supervision. During those periods when a seven (7) day week operation is required, staggered work schedules may be scheduled as necessary. For purposes of this Section, a work schedule is the five (5) consecutive days an employee is scheduled to work.

Section 3. On Call. This is a situation where a supervisor requires an employee to advise them of their general location and how they can be reached. During this off-duty period the employee may leave their official station or residence. They are free to conduct their personal matters without restriction. They will receive no overtime credits for this arrangement.

Section 4. All lunch periods shall be taken as nearly as possible to the middle of the shift, and shall normally be taken during the fifth (5th) hour of the shift. Employees who may not leave their work stations and are required to continue working shall have such time counted as hours worked. Employees who may not leave their duty station and are not required to continue working shall not have such time counted as hours worked.

Section 5. Travel Time. Travel to and from work projects, staff meetings, and training sessions which an employee is directed to attend is time worked, except for organized crews such as tree planting, pre-commercial thinning, and hand release crews. Organized crews will be authorized overtime for any travel time in excess beyond the eight (8) hour day plus one (1) hour travel on the employee's own time.

Section 6. Employees may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime, penalty pay, or shift differential, or is a disruption of the normal routine of duties. Such requests shall not be considered as schedule changes.

Section 7. During any calendar week involving a holiday, crews working an alternate schedule shall be placed on an eight (8) hour, five (5) day schedule unless all members of the crew and the District Forester agree to remain on an alternate schedule during said calendar week.

Section 8. The workweek shall be the same as a calendar week starting at 0001 (12:01 a.m.) on Monday and ending at 2400 (midnight) on the following Sunday.

Section 9. The Agency will grant rest periods whenever possible on a twice a day basis scheduled at the supervisor's discretion.

Rest periods shall not be more than fifteen (15) minutes duration for every four (4) hours of work, and shall be taken, as work will allow, in the middle part of the work period. If the Agency requires a scheduled ten (10) hour day, then a rest period of twenty (20) minutes shall be taken in the middle of the five (5) hour period.

The Agency will attempt to relieve an employee during the rest period so that they may take rest periods away from their duty assignment; however, Field Crews will not be allowed to leave their worksite to travel to coffee shops, etc.

When the supervisor determines the rest period cannot be taken, the employee shall be allowed compensation at the rate of time and one-half (1½), to be taken or accrued as provided in Article 32.3--Overtime.

Section 10. Work Schedules "F" and "M".

(a) Subsection (b) – (g), below, apply only to work schedules "F" and "M". Work schedules "F" and "M" shall be considered "alternate work schedules."

(b) The Agency will provide a response to an employee's request to work an alternate or flexible work schedule, including the reason(s) for a denial, within a reasonable period of time. If the employee so requests, the Agency response will be in writing. Upon an employee's request, the Agency will also provide a written explanation when an existing alternate or flexible schedule is rescinded. Requests for alternate and flexible work schedules will be considered in order of application. If more than one (1) employee makes application for such a schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority in the Agency, if possible.

(c) Work schedule "F" is as follows:
- Week one – Monday through Thursday, nine (9) hours, and Friday, eight (8) hours.
- Week two – Monday through Thursday, nine (9) hours, and Friday, off.
- Workweeks will alternate week to week, between week "one" and week "two", as set forth above.

(d) Work schedule "M" is as follows:
- Week one – Monday, eight (8) hours, Tuesday through Friday, nine (9) hours.
- Week two – Monday, off, Tuesday through Friday, nine (9) hours.
- Workweeks will alternate week to week, between week "one" and week "two," as set forth above.

(e) The definition of the workweek addressed in Article 90.3, Section 8, will not apply to employees who work schedule "F" or "M." The definition of the workweek for work schedules "F" and "M" are as follows:
  (1) The workweek for employees working work schedule "F" shall begin at 12:01 p.m. Friday and end at 12:00 noon the following Friday. This workweek shall remain fixed, so long as an employee continues to work a work schedule "F."
  (2) The workweek for employees working work schedule "M" shall begin at 12:01 p.m. Monday and end at 12:00 noon the following Monday. This workweek shall remain fixed, so long as an employee continues to work a work schedule "M."

(f) During a work period when a compensable holiday occurs, an employee on a work schedule "F" or "M" will request their supervisor to adjust their work schedule within the defined workweek period to ensure a record of not to exceed forty (40) hours of paid time that includes the appropriate number of holiday hours. If needed, the employee may use accrued leave or compensatory time, or the employee may request adjustment of their work schedule to account for a full forty (40) hours in the workweek. Such adjustment shall be considered additional straight time worked rather than daily overtime hours. When the compensable holiday, or portion thereof, falls on the employee's scheduled day off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period.

(g) Employees on a work schedule "F" or "M" shall be granted two (2) fifteen (15) minute rest breaks on each nine (9) hour workday. Rest breaks will be taken so far as practicable in the middle of the working period and considered as time worked for pay purposes.

WORK SCHEDULE F

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	9	9	9	9	4 4	
	9	9	9	9	off	
	9	9	9	9	4 4	
	9	9	9	9	off	

WORK SCHEDULE M

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	4 4	9	9	9	9	
	off	9	9	9	9	
	4 4	9	9	9	9	
	off	9	9	9	9	

REV: 2013,2023

ARTICLE 90.3CT--WORK SCHEDULES (Forestry Temporary Employees)
Temporary Forest Crew Coordinator (Class Number 8218).
Section 1. This Article applies to Class Number 8218 only. All lunch periods shall be taken as nearly as possible to the middle of the shift, and shall normally be taken during the fifth (5th) hour of the shift. Employees who may not leave their work stations and are required to continue working shall have such time counted as hours worked. Employees who may not leave their duty station and are not required to continue working shall not have such time counted as hours worked.
Section 2. The Agency will grant rest periods whenever possible on a twice-a-day basis, scheduled at the supervisor's discretion. In the event the employees cannot take breaks, they will be compensated.

Rest periods shall not be more than fifteen (15) minutes duration for every four (4) hours of work, and shall be taken, as work will allow, in the middle part of the work period. If the Agency requires a scheduled ten (10) hour day, then a rest period of twenty (20) minutes shall be taken in the middle of the five (5) hour period.

The Agency will attempt to relieve an employee during the rest period so that they may take rest periods away from their duty assignment; however, Field Crews will not be allowed to leave their worksite to travel to coffee shops, etc.

When the supervisor determines the rest period cannot be taken, the employee shall be allowed compensation at the rate of time and one-half (1½), to be taken as provided in Article 32T – Overtime.

REV: 2015, 2021

ARTICLE 90.3D--WORK SCHEDULES (ODOA)
Section 1. The workweek shall be the same as the calendar week starting at 12:01 a.m., Monday and ending 12:00 midnight the following Sunday.
Section 2. The normal work schedule shall consist of five (5) consecutive days of eight (8) hours per day with two (2) consecutive days off.
Section 3. Rest periods shall not be more than fifteen (15) minutes duration for every four (4) hours of work or major fraction thereof and shall be taken as work will allow in the middle of the workday. However, where an employee works a four day/ten hour (4/10) work schedule, the employee shall be provided two (2) twenty (20) minute breaks.
Section 4. Consistent with operating requirements of the Agency, an employee shall be granted a meal period of not less than thirty (30) minutes or more than one (1) hour. Meal periods shall normally be scheduled by the Agency at approximately mid-part of the employee's daily work schedule.

ARTICLE 90.3E--WORK SCHEDULES (ODFW)
Section 1. The workweek shall be defined as starting at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday, except as modified in Section 2.
Section 2. The workweek for hatchery employees shall be defined as starting at 12:01 a.m. Saturday and ending at 12:00 midnight the following Friday.
Section 3. Employees on a regular or alternate work schedule will be given at least five (5) calendar days notice of any permanent change in the starting/ending time of their work schedule of two (2) or more hours. A failure to provide the requisite notice will be subject to three (3) hours of penalty pay at straight time for each day of occurrence until the requirement is met.

Employees on flexible schedules shall not be eligible for work schedule change premium pay, including those affected by Section 7 of this Article.

An employee may request a modification to a posted schedule if there are fewer than ten (10) hours between shifts, subject to the operating needs of the Agency. Such modifications shall not be unreasonably denied. This modification will not cause any form of penalty pay.

Section 4. Rest periods shall be fifteen (15) minutes for every four (4) hours of work, or twenty (20) minutes for every five (5) hours of work. Rest periods shall be taken as work will allow, in the middle part of the work period. When the supervisor determines the rest period cannot be taken, the employee shall be compensated at the rate of one and one-half (1½) times in compensatory time for the missed rest period.

Section 5. A lunch period shall be scheduled as nearly as possible in the middle part of the daily work shift. Adjustments to the schedule may be made subject to the operational needs of the agency or by mutual agreement between the employee and the immediate supervisor.

Section 6. Employees required to travel overnight will be given reasonable notice of when they will be out of town and for how many days, to the extent that information becomes available to the employee's supervisor and it can be communicated to the employee.

Section 7. Ocean Salmon and Columbia River Program (OSCRP) only:

(a) Employees on flexible work schedules, whose written work schedules are posted, will have the written schedules posted no later than Thursday at 5:00 p.m., for the following week, when possible. If a holiday or a state-mandated day off falls on a Friday, then the work schedule will be posted no later than Wednesday, at 5:00 p.m., for the following week, when possible. Adjustments to the schedules may be made subject to the operating needs of the Agency or by mutual agreement between the employee and the immediate supervisor. Employees on flexible schedules shall not be eligible for work schedule premium pay.

(b) Employees who are not working at 5:00 p.m., Thursday, shall be provided notification of their schedule by a mutually agreed method on the same day the schedule is posted.

(c) Employee leave requests for known or anticipated leave for the following week must be received by the supervisor no later than the day prior to the required schedule posting date in order to get a response to coincide with the posting of the schedule.

REV: 2013, 2021

ARTICLE 90.3F--WORK SCHEDULES (DOGAMI)

Section 1. The workweek shall be defined as starting at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday.

Section 2. Employees on a regular or alternate work schedule will be given at least five (5) calendar days notice of any permanent change in the starting/ending time of their work schedule of two (2) or more hours. A failure to provide the requisite notice will be subject to three (3) hours of penalty pay at straight time for each day of occurrence until the requirement is met. Employees on flexible schedules shall not be eligible for work schedule change premium pay.

Section 3. Rest periods shall be fifteen (15) minutes for every four (4) hours of work, or twenty (20) minutes for every five (5) hours of work. Rest periods shall be taken as work will allow, in the middle part of the work period. When the supervisor determines the rest period cannot be taken, the employee shall be compensated at the rate of one and one half (1½) times in compensatory time for the missed rest period.

Section 4. A lunch period shall be scheduled as nearly a possible in the middle part of the daily work shift. Adjustments to the schedule may be made subject to the operational needs of the Agency or by mutual agreement between the employee and the immediate supervisor.

Section 5. Travel to and from work projects, staff meetings, and training sessions which an employee is directed to attend is time worked. Employees required to travel overnight will be given reasonable notice of when they will be out of town and for how many days, to the extent that information becomes available to the employee's supervisor and it can be communicated to the employee.

NEW: 2019

ARTICLE 90.3G,H,I--WORK SCHEDULES (Agriculture, Water Resources, OWEB)

Section 1. Subject to the operating requirements of the Agency, bargaining unit employees shall be placed on regular, alternate, or flexible work schedules as defined in this Agreement (see Article 90, Work Schedules). Employees placed on regular work schedules shall be scheduled for five (5) consecutive workdays and two (2) consecutive days off within the workweek. Exceptions to the days off provision above shall occur only when they would seriously hamper operations of the Agency. Employees who work alternate schedules of four/ten (4/10) hour days shall be scheduled for three (3) consecutive days off within the workweek. Exceptions to the days off provision above shall occur only when (1) this would seriously hamper operations of the Agency, or (2) when requested by the employee and approved by Agency management.

Section 2.

The Agency will provide a response to an employee's request to work an alternate or flexible work schedule, including the reason(s) for a denial, within a reasonable period of time. If the employee so requests, the Agency response will be in writing. Upon an employee's request, the Agency will also provide a written explanation when an existing alternate or flexible schedule is rescinded. Requests for alternate and flexible work schedules will be considered in order of application. If more than one (1) employee makes application for such a schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority in the Agency, if possible.

Section 3. The workweek shall begin at 12:01 a.m., Monday and end at 12:00 midnight the following Sunday. This workweek shall remain fixed during the term of this Agreement regardless of an employee's scheduled hours of work. Workweeks for employees on work schedules "F" and "M" are governed by Section 15(e) below.

Section 4. Consistent with the operating requirements of the Agency, an employee shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour, unless mutually agreed otherwise. Meal periods shall normally be scheduled by the Agency at approximately mid-part of the shift. However, upon an employee's timely request, a supervisor may alter the normally scheduled meal period, if the need arises. An employee who is required by the Agency to work the full shift without relief for a lunch period shall have the entire shift counted as time worked. Meal periods will not be changed without reasonable notice.

Section 5. All employees shall be granted a rest period of fifteen (15) minutes in every four (4) hours working time or major fraction thereof, except in cases of alternate work schedules, in which case rest periods shall be twenty (20) minutes. Rest periods shall be taken so far as practicable in the middle of such working periods and considered as time worked for pay purposes. Rest periods for employees on work schedules "F" and "M" are governed by Section 15(g) below.

Section 6. In order to account for a full forty (40) hours in a workweek in which there is a holiday, employees who work alternate schedules can request a regular schedule or a flexible work schedule (e.g., 2-11s and a 10), pursuant to Section 2 of this Article, or may use appropriate accrued leave or compensatory time.

Section 7. An employee may, with their immediate supervisor's advance approval, temporarily modify their work schedule (regular, alternate or flexible) in a workweek not to exceed forty (40) hours and avoid overtime liability. Such request shall be in accordance with Article 40-Penalty Pay, Section 4, Modification of Work Schedule and Article 32-Overtime, Section 5, Schedule Change. Such requests shall not be arbitrarily denied.

Section 8. Department of Agriculture, Measurement Standards Division.

(a) Employees will be required to submit a form developed by ODA when requesting a flexible work schedule.

(b) Employees working a flexible work schedule shall complete forty (40) hours of work per week, Monday through Friday. The workday shall not exceed ten (10) hours and the workweek shall not exceed forty (40) hours per week unless the employee receives prior approval as described in division overtime procedures.

(c) Employees working a flexible work schedule shall work consecutive hours from the beginning of their workday to the end of their workday and consecutive days Monday through Friday unless otherwise approved.

(d) Employees working flexible work schedules shall not begin before 6:30 a.m. or end after 6:00 p.m. Exceptions will be granted only when required by work-related circumstances. The office will be notified as soon as possible of requests for exceptions. All Inspectors will notify the Salem office upon conclusion of the workweek.

(e) Flexible work schedules shall be agreed upon when working with fellow employees. Where agreement cannot be reached, the employees will work regular 8:00 a.m. to 5:00 p.m. schedules.

(f) Employees may use up to one (1) hour in the office per day or up to five (5) per week to complete paper work, perform data entry work, and to perform general office duties. This work should be performed at the end of the day where circumstances permit.

(g) Employees working a flexible work schedule away from their official station may take up to four (4) hours at the end of the week to complete their paper work, computer data entry, and general office duties provided that no more than one (1) hour was taken while away from their official station unless approved by the supervisor or designee.

(h) Employees working a flexible work schedule shall schedule vehicle service and all non-examination activities at the end of the workday where circumstances permit.

(i) Employees working a flexible work schedule shall record their time in tenths of an hour on their time sheet.

Section 9. Water Resources and OWEB. Cleanup time for equipment shall be considered as part of the employee's workday.

Section 10. Work Schedules "F" and "M".

(a) Subsections (b) – (g), below, apply only to work schedules "F" and "M." Work schedules "F" and "M" shall be considered "alternate work schedules."

(b) Employee requests to be placed on work schedules "F" and "M" shall be governed by Article 90.5, Section 2.

(c) Work schedule "F" is as follows:

- Week one – Monday through Thursday, nine (9) hours, and Friday, eight (8) hours.
- Week two – Monday through Thursday, nine (9) hours, and Friday, off.
- Workweeks will alternate week to week, between week "one" and week "two," as set forth above.

(d) Work schedule "M" is as follows:

- Week one – Monday, eight (8) hours, Tuesday through Friday, nine (9) hours.
- Week two – Monday, off, Tuesday through Friday, nine (9) hours.
- Workweeks will alternate week to week, between week "one" and week "two," as set forth above.

(e) The definition of the workweek addressed in Article 90.5, Section 3, will not apply to employees who work schedule "F" or "M." The definition of the workweek for work schedules "F" and "M" are as follows:

(1) The workweek for employees working work schedule "F" shall begin at 12:01 p.m. Friday and end at 12:00 noon the following Friday. This workweek shall remain fixed, so long as an employee continues to work a work schedule "F."

(2) The workweek for employees working work schedule "M" shall begin at 12:01 p.m. Monday and end at 12:00 noon the following Monday. This workweek shall remain fixed, so long as an employee continues to work a work schedule "M."

(f) During a work period when a compensable holiday occurs, an employee on a work schedule "F" or "M" will request their supervisor to adjust their work schedule within the defined workweek period to ensure a record of not to exceed forty

(40) hours of paid time that includes the appropriate number of holiday hours. If needed, the employee may use accrued leave or compensatory time, or the employee may request adjustment of their work schedule to account for a full forty (40) hours in the workweek. Such adjustment shall be considered additional straight time worked rather than daily overtime hours. When the compensable holiday, or portion thereof, falls on the employee's scheduled day off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period.

(g) Employees on a work schedule "F" or "M" shall be granted two (2) fifteen (15) minute rest breaks on each nine (9) hour workday. Rest breaks will be taken so far as practicable in the middle of the working period and considered as time worked for pay purposes.

WORK SCHEDULE F

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	9	9	9	9	4 4	
	9	9	9	9	off	
	9	9	9	9	4 4	
	9	9	9	9	off	

WORK SCHEDULE M

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	4 4	9	9	9	9	
	off	9	9	9	9	
	4 4	9	9	9	9	
	off	9	9	9	9	

NEW: 2019

ARTICLE 100.3--SECURITY (ODOT Coalition)

Section 1. The Agency agrees to make reasonable efforts to provide security for the protection of employees and their personal property in the work areas.

Section 2. Upon request of a majority of the employees in a work location, a procedure shall be established and followed in which all employees shall be immediately evacuated in an orderly manner from their work location when it is determined that there is a threat to personal safety, a hazard, or a disaster, unless the employee's work duties require work in such circumstances.

Section 3. Once the Agency deems it necessary to evacuate from any work location, the Agency must determine the location is safe before instructing employees to return to work in that area. Employees shall not be asked or required to enter an evacuated area prior to the time the location has been determined to be safe, unless the employee's work duties require work in such circumstances.

Section 4. Employees who are required to supervise or transport adults in custody shall be provided with or have available two-way radios or other similar communications devices. Bargaining unit employees directly responsible for providing on-site work direction/coordination for an adult in custody crew where no Department of Corrections staff is present will receive training which shall include, but not be limited to, personal security, supervision of adults in custody, and employee and adult in custody prohibited conduct.

REV: 2021

ARTICLE 101--SAFETY AND HEALTH

Section 1. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. The Agency agrees to comply with the provisions of OAR 437-002-0161 Subdivision K, Medical Services and First Aid. The Agency shall provide first aid kits in all work areas which include the items listed in Oregon Occupational Health Rules. These kits shall be inspected periodically to insure their completeness.

Section 3. If an employee claims that an assigned job, vehicle, or equipment is unsafe or might endanger their health, and for that reason refuses to do the job or use the vehicle or equipment, the employee shall immediately give specific reason(s) in writing to their supervisor. If disputing the employee's claim, the supervisor will request an immediate determination by the Agency Safety Officer, or if none is available, by Oregon Occupational Safety and Health Administration (OROSHA) of the Department of Consumer & Business Services, as to whether the job, vehicle or equipment is safe or unsafe. The supervisor will inform the employee of the disposition of the claim.

Section 4. Pending the disposition of the claim, the employee shall be given another vehicle or equipment or other work. If no work is available, the employee shall be sent home. Time lost by the employee, as a result of refusal to perform work on the grounds that it is unsafe under Oregon Safe Employment Act standards, shall not be paid by the Agency unless the employee's claim is upheld by the Agency Safety Officer or the Department of Consumer & Business Services.

Section 5. As provided by ORS 656.202, if in the conduct of official duties an employee is exposed to serious communicable diseases or hazardous materials which would require immunizations or testing, or which result in an illness or disability, the employee should file a workers' compensation claim for costs associated with the exposure, illness or disability. Time for immunizations or testing for an employee who is exposed to a serious communicable disease on the job, and which is not covered by the employee's workers' compensation claim, shall be considered regular work activity. Immunizations or testing required by the Agency will be paid by the Agency without cost to the employee and without deduction from accrued sick leave. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave for the time off from work required for the immunization or testing.

Section 6. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with OAR 437-002-0360 29 CFR 1910.1200.

Section 7. Air Quality Index (AQI)

(a) 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.

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

(c) When elevated AQI levels require a building closure or delayed opening, Article 123-Inclement or Hazardous Conditions shall apply.

Section 8. The Employer is committed to a violence-free work environment and will take appropriate measures to promote a safe work environment, pursuant to agency or the statewide Violence-Free Workplace Policy (50.010.02) whichever is appropriate.

Section 9. The Employer is committed to taking appropriate measures in creating and maintaining a professional workplace that is respectful, professional and free from inappropriate workplace behavior, pursuant to the statewide Maintaining a Professional Workplace Policy (50.010.03). Each Agency will maintain an internal complaint procedure that includes an escalation process. The internal complaint procedure will be included in new employee onboarding. No employee shall be subject to retaliation for filing a complaint, providing a statement, or otherwise participating in the administration of this process. Upon receipt of a complaint, an evaluation shall be conducted to determine whether safeguards are necessary and, if so, what safeguards should be implemented. The evaluation for safeguards may be modified and updated as needed based on new information that might be discovered as the investigation progresses. Any alleged violations of the statewide Maintaining a Professional Workplace Policy are not subject to the grievance and arbitration procedure outlined in Article 21.

Section 10. Where appropriate, the Agency will provide trauma training and critical-incident stress debriefing. If the Union believes that additional employees in their Agency need trauma training, the issue shall be addressed through Agency Labor/Management Committees.

Section 11. The Employer will research the ability to provide employees access to the Mental Health First Aid Training. The Employer shall provide the Union with the research obtained and will notify the Union regarding the State's ability to provide access to the Mental Health First Aid training on a statewide basis by December 31, 2023.

(See also Special Agencies Coalition Letter of Agreement 101.5-25-497 in Appendix A.)

REV: 2013. 2015, 2021,2023,2025

ARTICLE 101T--SAFETY AND HEALTH (Temporary Employees)

Section 1. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. The Employer is committed to taking appropriate measures in creating and maintaining a professional workplace that is respectful, professional and free from inappropriate workplace behavior, pursuant to the statewide Maintaining a Professional Workplace Policy (50.010.03). Each Agency will maintain an internal complaint procedure that includes an escalation process. The internal complaint procedure will be included in new employee onboarding. No employee shall be subject to retaliation for filing a complaint, providing a statement, or otherwise participating in the administration of this process. Upon receipt of a complaint, an evaluation shall be conducted to determine whether safeguards are necessary and, if so, what safeguards should be implemented. The evaluation for safeguards may be modified and updated as needed based on new information that might be discovered as the investigation progresses. Any alleged violations of the statewide Maintaining a Professional Workplace Policy are not subject to the grievance and arbitration procedure outlined in Article 21.

Section 3. Where appropriate, the Agency will provide trauma training and critical incident stress debriefing. If the Union believes that additional employees in their Agency need trauma training, the issue shall be addressed through Agency Labor/Management Committees.

Section 4. Air Quality Index (AQI).

(a) 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.

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

(c) When elevated AQI levels require a building closure or delayed opening, Article 123-Inclement or Hazardous Conditions shall apply.

REV: 2013, 2015,2023,2025

ARTICLE 101.3--SAFETY AND HEALTH (ODOT Coalition)

Section 1. Except Water Resources. The Agency will not require the employee to perform hazardous work or to operate hazardous equipment without at least one (1) other person in the area, although such other person may be performing other related duties, except in Forestry and Fish & Wildlife where other safeguards such as radio communication have been typically utilized.

Section 2. Water Resources. The Agency will not require the employee to perform hazardous work or to operate hazardous equipment without either at least one (1) other person in the area, although such other person may be performing other related duties, or will provide other safeguards such as mobile communication or a SPOTS device.

Section 3. Proper safety devices and clothing shall be provided by the Agencies for all employees engaged in work where such devices and clothing are necessary to meet the requirements of the Department of Consumer & Business Services. Such equipment, where provided, must be used.

Section 4. At the discretion of the Union, a Union Organizer may accompany the Agency or the Department of Consumer & Business Services representative conducting the safety inspection.

Section 5. Employees who have or may have been exposed to hazardous materials should file a report using their agency's normal safety incident reporting process or with their supervisor or designee identifying the date, time, location, personnel present, and other known details regarding the potential or actual exposure. When the agency determines employees have been exposed to hazardous materials (including, but not limited to, toxic chemicals, smoke from non-organic fuels, airborne particles, etc.) that constitute a significant health risk, management shall notify the potentially impacted employees. Reports shall be retained in accordance with the state 's records retention schedule for hazard exposure (OAR 166-300-0045) and shall be made available in accordance with statutes governing the release of the records.

(See ODOT Coalition Letter of Agreement 101.3ABC-25-512 in Appendix A.)

REV: 2019,2023

ARTICLE 103.3--SENSITIVE AND DIFFICULT CLIENTS

Section 1. When an employee experiences behavior from members of the public that to a reasonable person is intimidating, hostile, threatening, violent or abusive the employee shall immediately report the incident to their supervisor using their agency's incident reporting process identifying the date and time, location, personnel present, and other known details regarding the incident. Management will notify the employee of any applicable resources. In the absence of the supervisor, the incident shall be immediately reported to the next higher level supervisor, another manager, the Agency human resources section, or DAS CHRO. The supervisor shall take appropriate action immediately to aid and ensure the safety of the employee in accordance with the statewide Violence-Free Workplace Policy (50.010.02), Article 101—Safety and Health, Section 7 and any applicable Agency policies or procedures. If an Agency is made aware of a specific threat to a worksite, then management shall notify all affected employees in the identified worksite.

Section 2. An employee who is required to be in contact with members of the public who the employee reasonably believes poses a risk of engaging in intimidating, hostile, threatening, violent or abusive behavior shall express their safety-related concerns to their supervisor. The supervisor and the employee shall then meet and confer about the employee's concerns. If the risk is significant, the supervisor and the employee shall develop a plan to address the employee's safety-related concerns in accordance with the statewide Violence-Free Workplace Policy (50.010.02), Article 101—Safety and Health, Section 7 and any applicable Agency policies or procedures. Management shall distribute relevant items from the plan to all affected employees in the identified worksite.

Section 3. If training is not already provided, employees who routinely work with members of the public may request training and instructional materials

NEW: 2019, REV: 2021,2023

ARTICLE 104.3--MEDICAL FACILITIES (ODOT Coalition)

The Agency shall provide adequate first aid facilities, such as first aid kits, commensurate with the number of employees, nature of work performed, and availability of established medical facilities. Space for an ill or injured employee to lie down in privacy shall be provided where practical. The supervisor of the crew should be familiar with standard first aid practices and shall be responsible for obtaining first aid for employees injured while under their supervision.

ARTICLE 106--LABOR-MANAGEMENT COMMITTEES

Section 1. To facilitate communication between the Parties, the Parties will establish an Agency level joint Labor-Management Committees at each SEIU represented Agency when requested by the Union. An Agency and the Union may mutually agree

to establish joint subcommittees. The Committees shall take steps to ensure consistency with the Collective Bargaining Agreement.

The Committees shall be on a meet-and-confer basis only and shall not be construed as having the authority nor entitlement to negotiate. The Committees shall have no power to contravene any provision of the Collective Bargaining Agreement, nor to enter into any agreements binding on the Parties to this Agreement or resolve issues or disputes surrounding the implementation of the Contract. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been signed by the Labor Relations Unit and the Executive Director of the SEIU Local 503, OPEU.

No discussion or review of any matter by the committees shall forfeit or affect the time frames related to the grievance procedure. Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure.

At the conclusion of each fiscal year, the Parties shall discuss the concept of Labor-Management Committees and whether they should be modified, continued, or discontinued.

Section 2. Composition. Any Agency Committee shall be composed of three (3) employee members appointed by the Union and three (3) members of management unless mutually agreed otherwise.

Staff representatives of the Labor Relations Unit and the SEIU Local 503, OPEU may render assistance to a committee in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

Section 3. Meeting Schedule. Committees shall meet when necessary, but not more than once each calendar quarter, unless mutually agreed otherwise.

Section 4. Pay Status.

(a) Agency employees appointed to the Agency Committee shall be in pay status, during time spent in Committee meetings, as well as travel from their worksite to the meeting and back, unless prior authorized to initiate travel from home. Time spent outside of the employees' scheduled working hours will be unpaid. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked. By mutual agreement, subject to the operating needs of the Agency, employees may attend meetings in person, via telephone or videoconferencing. The Union will be responsible for all other employee expenses related to lodging and/or travel.

(b) Union Committee members can meet on paid time prior to the commencement of the joint meeting for at least thirty (30) minutes. This language shall not preclude the Agencies from granting more than thirty (30) minutes preparation time for these meetings or for regional committees.

(c) Upon mutual agreement, the parties will identify and use available resources to provide joint training about the intent and conduct of Labor-Management Committees for the Agency's Statewide Labor-Management Committee. This training will be on paid work time if provided during the employee's regular work schedule, or if the Employer approves a work schedule change, including shift trades, without penalty payment pursuant to Article 40–Penalty Pay. The Parties will jointly coordinate the training to jointly determine the curriculum.

(d) Employees are expected to timely report back to their worksite following the end of the meeting and related travel time. Otherwise, employees may temporarily adjust their schedule or request time off as long as such request is made in advance and approved by their immediate supervisor or designee.

REV: 2023,2025

ARTICLE 107--JOB PROTECTION FOR ON-THE-JOB ILLNESS OR INJURY

Section 1. The State and the Union agree to jointly work to reduce the incidence of on-the-job injuries through health and safety programs and to reduce the unemployment and costs associated with on-the-job injuries through a combination of light-duty assignments, worksite modification programs, and expanded return-to-work opportunities.

Each state Agency agrees to meet annually with select representatives from the Union on paid time to review the frequency and type of on-the-job injuries sustained in the Agency, status of worksite modification requests, and to mutually develop training programs to reduce the incidence of work-related injuries. Ultimate decisions on training programs and costs are the prerogative of management. However, the State commits to provide existing resources to develop and staff such programs.

Section 2. An employee who has sustained an on-the-job injury and is unable to complete the remainder of their regularly scheduled shift, will be paid for the remainder of their shift on the day the injury occurred, provided the employee subsequently seeks medical attention within three (3) days and files a Workers' Compensation Claim.

Section 3. An employee who has sustained a compensable injury or illness shall be reinstated to their former employment or employment of the employee's choice within the Agency, which the Agency has determined is available and suitable upon demand for such reinstatement, provided that the employee is not disabled from performing the duties of such employment. If a position is not available and suitable within the Agency, the employee will be provided employment in another Agency, provided a vacant position exists where the returning worker meets the minimum qualifications and special requirements and the position is intended to be filled.

Any worker, whether covered by this Agreement at the time of injury or not, will be eligible for placement into Agencies covered herein after all filling of vacancies provisions of this Agreement have been completed. Temporary reassignments across bargaining unit lines will not impact representation status.

The State will comply with applicable statutes in administering this Article.

Section 4. Certification of a duly licensed physician that the physician approved the employee's return to their regular employment shall be prima facie evidence that the employee should be able to perform such duties.

Section 5. Upon request of the Agency, an employee shall furnish a certificate as defined in Section 3, concerning their condition and expectation for a date of return to active employment. Any employee who has been released for return to active employment must immediately, but no later than the seventh (7th) calendar day following the date the worker is notified by the insurer or self-insured employer by certified mail that the worker's attending physician has released the worker for employment, notify in writing their supervisor, personnel officer, or someone in management who has authority to act on this demand, of their status and that they are available to return to work. Extenuating circumstances may extend the requirement for timely notice. An employee who fails to provide timely written notice of their status shall be considered to have voluntarily terminated their employment.

Employees released by their physician for light or limited duty are eligible for modified work consistent with the physician's certification of the worker's capabilities, the Agency's ability to construct duties and availability of work. However, to be eligible for possible light duty or modified work, the employee must, where reasonable to do so, keep in regular contact with the Employer beginning with the day following the injury or illness. This assignment of work is temporary and is established through discussions with the physician as to the prognosis of when the employee will be able to return to their full range of duties.

Since duties will be tailored based on a physician's statement of types of light or limited duties the injured employee can do, these duties may overlap various state classifications and may change the essential duties performed by other employees who will suffer no economic detriment due to these temporary work changes. All reasonable efforts will be made to avoid disruption to existing staff, e.g., filling usable vacancies prior to altering the duties of incumbents.

This is a temporary, modified return-to-work plan, to be reviewed every thirty (30) days and may be terminated when warranted by physicians' statements or light duty is no longer required or can no longer be made available. The return of injured workers shall be exempt from Article 45. Concerning the injured worker, light duty assignments can be made without regard to the requirements of Article 26, Section 10, and Articles 80, 81, 85, and 90, and including all coalition language within these Articles, except where specific work assignments have been designated for return of injured workers.

Although duties of non-injured staff may be temporarily (not to exceed six (6) months) changed, such change may not give rise to a claim under the Articles listed above. However, days off and shifts of permanent full-time employees shall not be affected by this program.

Section 6. The Employer will cooperate with the Workers' Compensation Program in the modification of work or work stations in order to accommodate employees permanently disabled as a result of a work-related injury or illness.

Section 7. When an employee is injured on the job and suffers time loss greater than fifteen (15) days, the Employer shall refer the employee to appropriate sources for explanation of their rights and obligations related to medical, retirement, and Workers' Compensation benefits. A letter to the employee's last address of record shall constitute proper referral.

Section 8. All reassignments under this Article will be made in a manner to keep the injured employee at or near their official place of employment. No reassignments under this Article will require such employee to travel more than thirty-five (35) miles or the distance of their regular commute, whichever is greater.

(See also Human Services Coalition Letter of Agreement 107.1CM-23-459 in Appendix A.)

REV: 2019, 2021

ARTICLE 108--VIDEO DISPLAY TERMINALS

Section 1. Whenever any new piece of VDT equipment is purchased from outside of State government, the Agency will follow the Department of Consumer & Business Services guidelines on VDTs as they pertain to that piece of equipment. When an Agency buys used equipment, then it will make every effort to comply with Department of Consumer & Business Services guidelines. If it is not able to do so, then any Union Steward, upon identification and submission of a VDT safety practice problem, may request and shall be scheduled to meet with the appropriate management representative to review the specific safety concerns.

Glare screens will be provided upon request. The Employer will provide safe operation instructions when new equipment is installed. VDTs will be cleaned and inspected as needed to ensure proper operation.

Section 2. The Agency will inform employees if it is using computer monitoring. Notice will include what is being monitored and its intended use.

Section 3. The Agency will not use subliminal software.

Section 4. The Employer and the Union agree that employees who are assigned full-time to continuously operate video display terminals (VDT) or cathode ray tubes (CRT) can be more productive if provided short periods of assignment to other duties throughout the workshift. Subject to operational needs, managers will arrange other work assignments so as to provide ten (10) minutes of relief for each hour worked at a VDT or CRT.

Section 5. Upon request, employees who operate a VDT or CRT shall be provided available wrist rests for trial usage. If the wrist rest is determined to be beneficial a permanent wrist rest will be assigned to the station.

ARTICLE 113.3B,G,H,I--SPECIAL PROVISIONS (OPRD, Agriculture, Water Resources and OWEB)

Section 1. Office Space Arrangement. (OPRD, Water Resources and OWEB Only). The Agency shall discuss any office rearrangement with affected employees and consider the employees' requests prior to such rearrangement.

Section 2. Communications Equipment. Within budgetary guidelines, the Agency shall make available adequate two-way communication equipment to all employees whose duties require work in remote areas outside of an office space.

Section 3. Vehicles. (OPRD, Water Resources and OWEB Only). Each employee using a permanently assigned vehicle shall be allowed to submit specifications for a vehicle type suitable for their needs and location so long as that vehicle is within the budgetary guidelines of the Agency and DAS rules.

Section 4. Field Purchase Orders. (OPRD, Water Resources and OWEB Only). Employees who have occasion to make purchases on behalf of the Agency while working in the field may be issued a purchase card through the Small Purchase Order Transaction System (SPOTS) to be used to make such purchases under the rules of the Water Resources Department or Watershed Enhancement Board and upon approval of the issuing financial institution. Employees may also make purchases and be reimbursed for such purchases under the rules of the Water Resources Department or the Watershed Enhancement Board.

REV: 2019,2025

ARTICLE 121T--EDUCATION, TRAINING, AND DEVELOPMENT (Temporary Employees)

Mandated training time is considered work time.

ARTICLE 121.3--EDUCATION, TRAINING, AND DEVELOPMENT (ODOT Coalition except Agriculture, ODOA, Water Resources, OWEB)

Section 1. Employees may request or be directed to participate in job-related training, career development or educational programs, for the purposes of enhancing job functionality or career development.

Section 2. Employees who are directed to attend job-related training and/or education programs, whether during working hours or not, shall have necessary costs and travel expenses paid or reimbursed by the Agency except as limited by the Department of Administrative Services Travel Policy (OAM #40.10.00.PO). (See Article 36--Travel Policy.)

Section 3. The Agency may provide financial assistance and/or paid leave to employees who request to participate in job-related training and/or educational programs subject to operating requirements, training/educational priorities, and budget limitations. Agencies may decline to authorize such financial assistance and/or paid leave, based on operating requirements, training/educational priorities or available budgetary resources, or any combination thereof.

Section 4. The Agency may provide developmental assignments and job rotation assignments for employees by mutual written agreement. An employee may, at any time, complete an employee development plan and submit it to their manager for discussion.

Employees accepting these assignments retain their permanent position classifications, retain their representation status (SEIU Local 503, OPEU) of their permanent position and return to their permanent position on completion of the assignment.

Employees accepting these assignments will continue to receive compensation and benefits at the level of their permanent position classification and shall continue to accrue seniority for purposes of promotional or transfer opportunity, salary adjustment, vacation and sick leave accrual, and layoff status.

Section 5. Management reserves the right to determine the process for selecting employees for rotational and/or developmental opportunities. In circumstances when management elects to open announcements for rotational and/or developmental opportunities, the openings will be posted fourteen (14) calendar days prior to the closing date for application.

ARTICLE 121.3D--EDUCATION, TRAINING, AND DEVELOPMENT (ODOA)

The Agency may pay for employees' professional dues, memberships and continuing education related to the work the employee does at ODOA.

REV: 2015

ARTICLE 121.3G,H,I--EDUCATION, TRAINING, AND DEVELOPMENT (Agriculture, Water Resources, OWEB)

Section 1. The Employer shall make every reasonable effort to promote the continuing education, training, and upgrading of employees in areas that are job-related. Furthermore, the Employer shall make every reasonable effort to meet personnel needs through career development to prepare for career advancement. Employees may request or be directed to participate in job-related training, career development, or educational programs for the purposes of enhancing job functionality or career development.

Section 2. Employees who are directed in writing to attend educational courses or training sessions shall have all tuition costs paid and books provided by the Agency. Time spent actually attending such courses or sessions pursuant to the Agency's direction shall be counted as hours worked. Eligibility for travel allowances and reimbursements related to attendance at such courses or sessions shall be determined pursuant to Article 36, Travel Policy. Whether or not travel time to and from such courses or sessions is considered work time will be governed by applicable Fair Labor Standards Act Regulations.

Section 3. When education and training is requested by an employee and approved in writing by management, the Agency may provide books and pay part or all of the tuition costs. Criteria used to approve, deny, or rescind the approval of training or education shall include Agency priorities, operating requirements, and budgetary constraints.

Section 4. When an employee voluntarily requests training, education, etc., that is not job or career development related, regardless of whether the Agency agrees to pay for all or part of the expenses associated with such training, time spent in this training will not count as time worked for any purpose including overtime.

Section 5. When in the judgment of management it is in the best interest of the State and is consistent with the operating requirements and budgetary constraints of the Agency, the Agency will provide:

(a) Developmental assignments and job rotation assignments for employees;

(b) Training for employees for the purpose of upward mobility and job enrichment.

Section 6. Employees participating in developmental assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (SEIU Local 503, OPEU) status of their permanent positions while on the assignments and return to their permanent positions on completion of the assignment. Employees participating in developmental on-the-job rotation assignments will continue to receive compensation at the rate of their permanent position

and shall continue to receive credit toward length of service pursuant to Article 26, Section 10(b), such employees will be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work.

Section 7. An employee who is underfilling a position shall be informed in writing at the time of the assignment that they are an underfill and of the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, including items specified in writing at the time of assignment, the employee shall be reclassified, pursuant to Article 81, Section 2(d), paragraph 1.

NEW: 2019

ARTICLE 122.3A,B--UNIFORMS, PROTECTIVE CLOTHING, AND TOOLS (ODOT, OPRD)

Section 1. ODOT and OPRD except where noted.

(a) Uniforms and protective clothing as listed below shall be provided by the Agency:

(1) All personnel whose assignment requires the wearing of a uniform or protective clothing will be provided with suitable apparel by the Agency and such apparel shall be worn by employees when on their work assignment.

(2) Employees shall be required to wear safety apparel and use safety devices to meet the requirements of the DCBS and the Agency's safety code. The Agency shall provide at its expense, any safety apparel or devices that are required by the DCBS or required by the Agency for employee use, including gloves, hard hats and aprons.

(A) (Does not apply to OPRD.) Permanent full-time employees shall be eligible to receive reimbursement for up to two hundred and seventy-five dollars ($275.00) every twenty-four (24) months in receipted costs for purchase repair, or maintenance of items on the following list:

- New ANSI approved boots;
- Pre-owned ANSI-approved boot;
- ANSI boot repairs, which include sole replacement, toe repairs, stitching repair, upper boot repair;
- Boot/shoe laces;
- Mud flaps and lace protectors;
- Boot cleaner;
- Boot sealer/grease;
- Boot toe protector (liquid or pre-made form);
- Insoles/orthopedic inserts;
- Water repellant.

Only items found on the list will be reimbursed. Provided the employee is assigned and performs work that requires ANSI (or successor standard) approved boots as determined by the Agency's Job Hazard Analysis.

(B) A boot reimbursement shall not be paid if an employee receives a payment from another Agency or organization for ANSI (or successor standard) approved foot protection during the preceding twenty-four (24) months. Employees who receive such payments must notify their supervisor.

(C) (Does not apply to OPRD.) Seasonal employees who are scheduled to work at least six (6) calendar months shall be eligible to receive a two hundred and seventy-five dollars ($275) boot reimbursement every twenty-four (24) months, provided the employee is assigned and performs work that requires ANSI (or successor standard) approved boots as determined by the Agency's Job Hazard Analysis.

(b) Uniforms and protective clothing shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Cleaning, laundering, and general maintenance of the highway maintenance coveralls and uniforms shall be the responsibility of the employee except where clothing rental contracts are currently in effect in maintenance equipment shops.

(1) Color, type, and quality of uniforms and protective clothing shall be determined by the Agency. Damaged uniforms and protective clothing will be replaced by the Agency provided such damage can be determined to have occurred as a part of the employee's work activity. Uniform and protective clothing pieces shall be replaced when management deems that appearance is not presentable.

(c) Additionally, the Agency shall provide:

(1) Protective clothing such as coveralls, aprons, or other apparel for employees working with tar, grease, paint, ink, or asphalt that will soil clothing beyond normal home laundry capabilities;

(2) Appropriate gloves for employees performing hazardous duties in which the protection of hands is necessary;

(3) ODOT Only. On or after July 15th, each fiscal year, full-time, regular status employees in the classifications of Transportation Maintenance Specialists (TMSs), Transportation Maintenance Coordinators (TMCs), Carpenters, Electricians, Facility Maintenance Specialists, Facility Operation Specialists, and Natural Resource Specialists will receive a three hundred and ninety-five dollar ($395.00) annual allowance for coveralls, rain gear, ANSI-approved shirts, prescription safety glasses or other suitable work apparel. Seasonal and part-time classifications identified herein will receive a prorated allowance based on the number of full-time equivalent months worked during the fiscal year; and,

(4) ODOT Only. Up to two hundred dollars ($200.00) in receipted reimbursement annually for replacement cost of prescription safety lenses or prescription safety glasses where damage has occurred from regularly assigned welding activity or as a result of assigned rock crushing duties.

Definition: Regularly assigned welding activity is limited to employees in the following classifications:

- C4018--Machinist
- C4020--Welder 1

- C4021--Welder 2
- C4151--Transportation Maintenance Specialist 1
- C4152--Transportation Maintenance Specialist 2
- C4418--Auto Technician 1
- C4419--Auto Technician 2
- C4436--Heavy Equipment Technician (Entry)
- C4437--Heavy Equipment Technician 1
- C4438--Heavy Equipment Technician 2

(d) ODOT Only. The Agency shall provide sufficient tools for the performance of incidental or routine minor mechanical maintenance and other duties by the employee. Where the work is of such nature that the tools of a trade are required by the position description for efficient performance of the work, they shall be provided by the employee and the regular status employee shall be reimbursed up to one thousand dollars ($1,000.00) per biennium, for receipted costs of updating, maintenance of their tools and tool boxes. Permanent, full-time employees in the classifications of Automotive Technician 1 (C4418), Automotive Technician 2 (C4419), Heavy Equipment Technician (Entry) (C4436), Heavy Equipment Technician 1 (C4437), Heavy Equipment Technician 2 (C4438) and Machinist (C4018) may apply their tool reimbursement toward the purchase of raingear or protective clothing. Specialty tools and equipment which fall outside of the normal "tools of the trade" shall be provided by the Agency. Employees must receive prior authorization from management for each reimbursable tool purchase. The employee may be required to produce the worn or broken tool, or any other tool requiring maintenance for inspection by management to receive reimbursement.

(e) ODOT ONLY. Motor Carrier Enforcement Officer employees shall conform to the presently adopted grooming and dress code. On or after July 15th of each even numbered fiscal year, full-time, regular status employees in the classifications of Motor Carrier Enforcement Officer 1 or 2 assigned to conduct snow chain enforcement operations will receive a one hundred dollar ($100.00) allowance for suitable winter work apparel.

Section 2. DMV Only. The Agency will supply raincoats to each office for the use of employees in the performance of their duties.

Section 3. OPRD Only. OPRD employees shall conform to the most recently adopted OPRD Policy 40-11 regarding uniforms with the following addition:

The Agency commits to working with employees who are required to wear a uniform to obtain the best available fit. The Agency will allow for reasonable accommodations until a uniform is provided and upon management approval will reimburse employees for an alternative option if necessary.

All permanent employees required to wear boots shall be eligible for reimbursement for the purchase, repair or maintenance of boots including sole replacement, toe repairs, stitching repair, upper boot repair, boot/shoe lace replacement, mud flaps and lace protectors, boot cleaner, boot sealer/grease, boot toe protector and water repellant up to two hundred and fifty dollars ($250.00) each biennium. Permanent employees must request reimbursement no later than prior to the end of the biennium. Seasonal employees required to wear boots and who complete one (1) season will be eligible upon return to the following seasons for reimbursement for the purchase, repair or maintenance of boots including sole replacement, toe repairs, stitching repair, upper boot repair, boot/shoe lace replacement, mud flaps and lace protectors, boot cleaner, boot sealer/grease, boot toe protector and water repellant up to two hundred and fifty dollars ($250.00) per biennium.
(See also ODOT Coalition Letter of Agreement 122-3B-11-207 in Appendix A.)

REV: 2013, 2015, 2019, 2021,2023,2025

ARTICLE 122.3C--UNIFORMS, PROTECTIVE CLOTHING, AND TOOLS (Forestry)

Section 1. Coveralls or other appropriate clothing shall be made available to employees who are required to perform building or equipment maintenance or repair work or spraying of herbicides, where such work will soil clothing beyond normal home laundry capabilities.

Section 2. Bargaining unit employees shall be covered by ODF Policy – Uniforms, Boots, and Raingear. Implementation of the Policy shall be delegated to the ODF Statewide Labor-Management Committee. Disputes concerning the application of the Policy will first be referred to the Committee for resolution. Such dispute resolution efforts at the Committee shall not result in any grievance filed being rejected as untimely provided such grievance is filed within thirty (30) calendar days from the date of the Committee's decision. Bargaining unit employees expressly required to wear a uniform as defined in the Policy and/or the employee's position description, shall be issued an adequate number of uniform items from those items listed in the Policy to accomplish their respective job. The Employer shall give the Union at least thirty (30) days advance notice of any proposed substantive changes to the Policy that affect bargaining unit employees. Such changes that involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

Section 3. The Agency will designate those employees required to wear a uniform and/or boots. When so required, the Agency will determine the color, type, and quality of the uniform and the type, style, and composition of the boots. The Agency will share the Uniform Policy with all employees and ensure it is part of the new employee orientation or onboarding.

Section 4. All permanent employees required to wear boots shall be eligible for reimbursement for the purchase, repair or maintenance of boots including sole replacement, toe repairs, stitching repair, upper boot repair, boot/shoe lace replacement, mud flaps and lace protectors, boot cleaner, boot sealer/grease, insole, boot toe protector and water repellant up to four hundred dollars ($400.00) each biennium.

Permanent employees must request reimbursement no later than prior to the end of the biennium.

Seasonal employees required to wear boots and who complete one (1) season will be eligible upon return to the following seasons for reimbursement for the purchase, repair or maintenance of boots including sole replacement, toe repairs, stitching

repair, upper boot repair, boot/shoe lace replacement, mud flaps and lace protectors, boot cleaner, boot sealer/grease, insole, boot toe protector and water repellant up to two hundred dollars ($200.00).

Seasonal employees are not eligible for more than two hundred dollars ($200.00) in any fiscal year but may carry over this reimbursable amount from one (1) fiscal year to the next, not to exceed the maximum of four hundred dollars ($400.00) for the biennium.

Section 5. The Agency shall provide sufficient tools for the performance of incidental or routine minor mechanical maintenance and other duties by the employee. Where the work is of such nature that the tools of a trade are required by the position description for efficient performance of the work, they shall be provided by the employee and the employee shall be reimbursed up to one thousand dollars ($1,000.00) per biennium for receipted costs of maintenance, updating of their tools and/or tool box. Specialty tools and equipment which fall outside of the normal "tools of the trade" shall be provided by the Agency. Employees must receive prior authorization from management for each reimbursable tool purchase. The employee will be required to produce the worn or broken tool, or any other tool requiring maintenance for inspection by management to receive reimbursement. The Agency will not be responsible to pay for broken or worn tools if such tools are covered under a guarantee or warranty and are repaired or replaced free of charge by the manufacturer or supplier.

REV: 2019, 2021,2023,2025

ARTICLE 122.3D--UNIFORMS, PROTECTIVE CLOTHING, & TOOLS (ODOA)

Section 1. The Agency shall provide eligible employees two (2) pair of coveralls per year for maintenance employees.

Section 2. All tools required to perform assigned duties will be supplied by the Agency and remain the property of the Agency.

Section 3. Employees shall be required to wear safety apparel and use safety devices to meet the requirements of the DCBS. The Agency shall provide, at its expense, any safety apparel or devices that are required by DCBS or required by the Agency for employee use. Where such safety apparel and safety devices are provided, employees shall be required to wear them.

Section 4. Eligible employees of record on July 1 of each odd-numbered year shall be eligible to receive reimbursement for up to two hundred dollars ($200.00) per biennium in receipted costs for ANSI (or successor standard) approved boots, provided the employee is assigned and performs work that requires ANSI (or successor standard) approved boots as determined by the Agency's Job Hazard Analysis Questionnaire. Employees who are scheduled to work at least six (6) calendar months per biennium shall be eligible to receive a prorated amount of the biennial boot reimbursement, provided the employee is assigned and performs work that requires ANSI (or successor standard) approved boots, as determined by the Agency's Job Hazard Analysis Questionnaire.

REV: 2015

ARTICLE 122.3E--UNIFORMS, PROTECTIVE CLOTHING, TOOLS (ODFW)

Section 1. Regular status permanent employees or limited duration and seasonal employees (continuously employed for nine (9) months or more) in the following classifications whose duties require wearing a uniform are eligible for reimbursement of receipted uniform costs not to exceed three hundred and twenty-five dollars ($325.00) per fiscal year:

- C0104 Office Specialist 2
- C0108 Administrative Specialist 2
- C0322 Public Service Representative 2
- C0323 Public Service Representative 3
- C0860 Program Analyst 1
- C0861 Program Analyst 2
- C0862 Program Analyst 3
- C0865 Public Affairs Specialist 2
- C1338 Learning and Development Specialist 1
- C1339 Learning and Development Specialist 2
- C2512 Electronic Publishing Design Specialist 3
- C3110 Engineering Specialist 2
- C3111 Engineering Specialist 3
- C3253 Facilities Engineer 3
- C3267 Construction Project Manager 1
- C3769 Biological Science Assistant
- C3779 Microbiologist 1
- C3780 Microbiologist 2
- C3781 Microbiologist 3

  C4012 Facility Maintenance Specialist
- C4014 Facility Operations Specialist 1
- C4015 Facility Operations Specialist 2
- C4110 Grounds Maintenance Worker 2
- C4116 Laborer/Student Worker
- C4422 Equipment Operator
- C6440 District Veterinarian
- C8340 Fish & Wildlife Technician Entry
- C8341 Fish & Wildlife Technician

- C8342 Fish & Wildlife Technician Senior
- C8346 Fish & Wildlife Technical Coordinator
- C8501 Natural Resource Specialist 1
- C8502 Natural Resource Specialist 2
- C8503 Natural Resource Specialist 3
- C8504 Natural Resource Specialist 4
- C8505 Natural Resource Specialist 5

Section 2. All other regular status permanent employees or limited duration and seasonal employees (continuously employed for nine (9) months or more) whose classification is not listed in Section 1 are eligible for one hundred and fifty dollars ($150.00) reimbursement per fiscal year for the purchase of uniform items.

Section 3. Permanent and limited duration and seasonal trial service employees appointed for fewer than nine (9) continuous months are allowed a uniform reimbursement equal to the purchase of four (4) uniform shirts and two (2) pair of pants (and deducted from the uniform reimbursement if regular status is attained in the same fiscal year) upon initial appointment to the Agency. For returning limited duration and seasonal employees (continuously employed for fewer than nine (9) months), they are eligible for reimbursement of receipted uniform costs not to exceed one hundred and twenty-five dollars ($125.00) per fiscal year.

Section 4. Represented employees are not required to obtain advance supervisory approval for uniform purchases of logoed uniform items. Purchases of non-logoed uniform item require advance supervisory approval.

Section 5. Eligible employees under Section 1,2 or 3 of this Article may request an exception for an additional or substitute uniform item, not already purchased as occupational clothing by the project, if there is a need specific to their position and management approves the exception request.

REV: 2013, 2019,2023,2025

ARTICLE 122.3F--UNIFORMS, PROTECTIVE CLOTHING (DOGAMI)

Section 1. The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Oregon Safe Employment Act. The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Agency. The Agency will also provide required uniforms and/or protective clothing and/or protective devices, including hardhats, for the type of industry being visited or inspected.

Section 2. Uniforms and protective clothing shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Damage to uniforms and protective clothing judged by the Agency to need replacement shall be replaced by the Agency. Uniforms, protective clothing, or protective devices lost or damaged as a result of gross negligence of the employee shall be replaced by the employee. Uniforms, protective clothing, or protective devices may not be used for personal reasons.

Section 3. Permanent, limited duration, and seasonal employees (continuously employed for nine (9) months or more), may make a request of their supervisor for reimbursement of up to two hundred dollars ($200.00) per biennium for personal clothing damages which occur in the course of their assigned duties in circumstances where they are required to work in the field and protective clothing is not available. The supervisor may require specific information about how the damage occurred.

NEW: 2021REV:2023,2025

ARTICLE 122.3G--UNIFORMS, PROTECTIVE CLOTHING (Agriculture)

Section 1. Uniforms and protective clothing required by the Agency shall be provided by the Agency at no cost to the employee.

(a) Employees whose Agency requires the wearing of a uniform or protective clothing, including but not limited to gloves, coveralls, aprons, boots, and rain gear, shall be provided with such apparel by the Agency and such apparel shall be worn by employees when on their work assignment.

(b) The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Oregon Safe Employment Act. The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Agency. The Agency will also provide required uniforms and/or protective clothing and/or protective devices for the type of industry being visited or inspected.

Section 2. Uniforms and protective clothing shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Color, type, and quality of uniforms and protective clothing shall be determined by the Agency following solicitation of input from the affected employees. Damage to uniforms and protective clothing judged by the Agency to need replacement shall be replaced by the Agency. Uniforms, protective clothing, or protective devices lost or damaged as a result of gross negligence of the employee shall be replaced by the employee. Uniforms, protective clothing, or protective devices may not be used for personal reasons.

Section 3. Safety shoes or boots and caulked boots required by the Agency must meet American National Standards Institute (ANSI) standards or provide equivalent protection. The Agency shall pay for or provide basic protective shoes or boots which are required by the Agency and authorized by the supervisor based on the employee's job assignment. The Agency shall reimburse the employee for caulked boots, safety shoes, or boots when a receipt is provided. If a price agreement is available for this equipment, the employee must use this agreement and the Agency shall be billed directly.

NEW:2019

ARTICLE 122.3H,I--UNIFORMS, PROTECTIVE CLOTHING (Water Resources, OWEB)

Section 1. Uniforms and protective clothing required by the Agency shall be provided by the Agency at no cost to the employee.

(c) The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Oregon Safe Employment Act. The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Agency. The Agency will also provide required uniforms and/or protective clothing and/or protective devices for the type of industry being visited or inspected.

Section 2. Uniforms and protective clothing shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Color, type, and quality of uniforms and protective clothing shall be determined by the Agency following solicitation of input from the affected employees. Damage to uniforms and protective clothing judged by the Agency to need replacement shall be replaced by the Agency. Uniforms, protective clothing, or protective devices lost or damaged as a result of gross negligence of the employee shall be replaced by the employee. Uniforms, protective clothing, or protective devices may not be used for personal reasons.

Section 3. Safety shoes or boots and caulked boots required by the Agency must meet American National Standards Institute (ANSI) standards or provide equivalent protection. The Agency shall pay for or provide basic protective shoes or boots which are required by the Agency and authorized by the supervisor based on the employee's job assignment. The Agency shall reimburse the employee for caulked boots, safety shoes, or boots when a receipt is provided. If a price agreement is available for this equipment, the employee must use this agreement and the Agency shall be billed directly.

Section 4. (OWRD Only). All employees are eligible for reimbursement of receipted costs of up to two hundred dollars ($200.00) once per biennium for items that are specific to the employee's duties, approved by management and not already purchased by the Agency.

Section 5. (OWEB Only). Employees that regularly conduct field work are eligible for an allowance of two hundred dollars ($200.00) per biennium for the purchase of protective clothing specific to the employee's duties, approved by management and not already purchased by the Agency.

NEW:2019, REV: 2025

ARTICLE 123--INCLEMENT OR HAZARDOUS CONDITIONS

Section 1. Closures and Curtailments.

(a) Closures and curtailments will be announced through pre-designated sites, which may include internet websites, telephone trees, radio stations and/or television media. The Agency shall notify employees of these designated sites and post the notices on Agency bulletin boards by November 1 of each year.*

(b) The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather, hazardous conditions, or the worksite being inaccessible in accordance with the statewide Temporary Interruption of Employment Policy (60.015.01). The Employer/Agency will announce such closure or curtailment to employees no later than 5:00 a.m. When a closure is announced after a curtailment has already been announced or a curtailment is extended, the Employer/Agency will announce the change as soon as the decision is made. Notifications do not apply to employees who are essential employees.

(c) Where there is an announced delayed opening pursuant to Section 1(b), employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may temporarily modify their schedule with manager's approval, or cover the time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.

Section 2. Inclement Weather and Hazardous Conditions Leave for Fair Labor Standards Act (FLSA) Non-Exempt Permanent, Limited Duration, and Seasonal Employees (Non-essential).

(a) Full Day Closure or Curtailment (Delayed Opening). In the event of a full day closure or curtailment, the employee may, with prior supervisory approval, work from home or an alternate work location. Alternate worksites assigned will not be more than fifty (50) miles from the employee's original worksite.

(1) The employee will use accrued vacation hours, compensatory time off, personal leave time, leave without pay or inclement weather/hazardous conditions leave (not to exceed fifty-six (56) hours a biennium) in any of the following situations

i. When no work is available,
ii. When no alternate work location is available, or
iii. the employee is approved to work from home, but is unable to do so for reasons beyond their control.

If the employee declines to work from an alternate worksite, the employee will use accrued vacation hours, compensatory time off, personal leave time, or leave without pay.

(2) 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 temporarily modify their work schedule to engage in training through the electronic employee training platform or other Agency approved resources remotely. Employees engaging in these options will waive their shift differential for such time.

(3) Once the fifty-six (56) hours of inclement weather/hazardous conditions leave is used, if there are more Agency closures or curtailments during the biennium, 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.

(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 or already scheduled to work from an alternate location. Only employees who are scheduled to report to work at the location which is closed or curtailed, the day of the closure or curtailment, are eligible for any use of the inclement weather leave.

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

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

(7) Part-time and job share employees shall be granted such leave in a prorated amount of fifty-six (56) hours per biennium based on the same percentage or fraction of FTE (full-time equivalent) they are hired to work.

(8) Seasonal employees shall be granted a prorated amount of leave based on the amount of time anticipated they will work in the biennium at the time of hire. For example, if the employee is being hired for a six (6)-month equivalent FTE, they would receive ten (10) hours. The time will not be re-adjusted if the employee is hired into subsequent seasonal positions within the biennium or works longer than originally anticipated.

(9) When, in the judgement of the Agency, inclement weather/hazardous conditions require the closing of an office or facility following the beginning of an employee's shift, the employee shall be paid for the remainder of the shift when no work is available, when no alternate work location is available, or the employee is approved to work from home, but is unable to do so for reasons beyond their control. If the employee declines to work from an alternate worksite, the employee will use accrued vacation hours, compensatory time off, personal leave time, or leave without pay.

Section 3. FLSA-Exempt Permanent, Limited Duration, and Seasonal Employees (Non-essential). Pursuant to the FLSA, an exempt employee shall be paid for the work shift. An FLSA-exempt employee may be required to use paid leave where the closure applies to that employee for one (1) or more full workweek(s).

Section 4. Late or Unable to Report. Except as provided for in Section 6 of this Article, where the Agency remains open and an employee notifies their supervisors that they are unable to or will be late in reporting for work due to inclement weather or hazardous conditions, the employee shall use accrued vacation leave, compensatory time off, personal leave, or leave without pay.

Section 5. Employees on Pre-Scheduled Leave. If an employee is on pre-scheduled leave the day of inclement weather or hazardous conditions, the employee will be compensated according to the approved leave.

Section 6. Essential Employees.

(a) For purposes of this Article, essential employees are employees who cannot perform their core job duties from a remote work location.

(b) The Agency shall maintain a list(s) of essential employees for inclement weather and hazardous conditions. Essential employees shall be notified of this designation no later than November 1 of each year or upon hire. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).

Section 7. Non-Essential Workers Required During Inclement Weather/Hazardous Condition. When a situation arises that a non-essential employee is required to report to work, in-person, during an Inclement Weather/Hazardous Conditions event, the employee shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential under Article 26, Section 11.

Section 8. Evacuated from Home. Employees who have been evacuated from their homes shall be eligible to use inclement weather/hazardous condition leave not to exceed a combined total of fifty-six (56) hours per biennium.

Section 9. Inclement Weather/Hazardous Conditions and Existing Remote Work Agreements. Inclement conditions may arise in remote work locations. If utility providers experience outages that prevent an employee from working, employees may access inclement weather/hazardous conditions leave, unless there is an alternate work location available. If an employee declines an alternate worksite, the employee shall use accrued vacation leave, compensatory time off, personal leave, or leave without pay.

Section 10. Use of the inclement weather/hazardous conditions leave for either curtailment of full-day closures shall not exceed a combined total of fifty-six (56) hours per biennium.

Section 11. Temporary Employees. Non-exempt employees will be unscheduled from work and FLSA-exempt temporary employees will be in paid status for closures less than one (1) full workweek and unscheduled from work for closures more than one (1) full workweek under this Article unless the temporary appointment ends.

*The State will outline the factors that are used when making closure or curtailment decisions.

(See also Human Services Coalition Letter of Agreement 123.1M-19-329 in Appendix A.)

REV: 2019, 2021,2023,2025

ARTICLE 125--TECHNOLOGICAL CHANGE/ RETRAINING

Section 1. Definition. Technological change is defined as a change in equipment, particularly of an electronic or mechanized nature, and/or a change in software which may have the result of reducing the number of bargaining unit employees, reducing the required work hours of bargaining unit employees, significantly impacting the body of work performed by bargaining unit employees, and/or altering skill requirements for job positions within the bargaining unit.

Section 2. The Parties support technological advancement, recognizing that it is necessary to ensure an expanding economy. Similarly, the Parties recognize that job displacement, occupational shifts, and employee working conditions may

be adversely affected by the introduction of new technology. To reconcile these conflicting realities, the Parties agree to the following:

(a) The Employer agrees to give the Union sufficient advance notice of anticipated technological changes which will have a substantial impact on the manner in which job duties of a significant number of employees are performed so that it can review such changes and evaluate the impact on bargaining unit members. With this notice, the Employer shall inform the Union of whether and to what extent it anticipates that the changes will displace employees, cause a reduction in work hours, cause a change in skill requirements, or result in the fragmentation of existing jobs.

(b) An ad hoc Union/Management Technological Change Committee, composed of three (3) persons chosen by the Union and three (3) persons from management, shall be established for the purposes of reviewing the technological change and its impact on the working conditions of bargaining unit members. Nothing in this Section precludes Committee members from either Party from inviting non-committee members with relevant expertise to work with the committee (e.g. Information Systems, Change Management, Communications) on an ad hoc basis.

(c) The Employer agrees to meet with the Union to discuss the Committee's findings and recommendations and it agrees to make every good faith effort to reduce the detrimental effects of technological change on bargaining unit members.

(d) Should a regular status employee become displaced, the Agency shall offer Subsection (1) or (2) under the following conditions:

(1) Subject to funding, Agency needs, employee interests and ability, and scheduling, the Agency will provide retraining.

(2) Should a regular status employee become displaced as a result of technological change, the Agency shall make a reasonable effort to place the affected employee into another position in the Agency or other Agencies in State government.

REV: 2021

ARTICLE 130--PROFESSIONAL RECOGNITION

At the request of an employee who was the primary author of a manual, manuscript, or other similar major publication for which they would like to receive recognition, the Agency agrees to provide appropriate individual recognition on the manual, manuscript, or other similar major publication.

ARTICLE 131.3E--HOUSING (ODFW)

Section 1. An employee who is hired for a position that requires the employee to live in Agency-assigned housing shall be provided such housing at the time of appointment. The employee will continue to occupy that housing unit for the duration of their Agency employment so long as they remain in their original position and continue to work at that specific worksite.

(a) Subject to the operational needs of the Agency, employee tenants with prior approval from their supervisor will be given work time to perform maintenance and repairs to agency-assigned housing that has been determined necessary by the Agency.

(b) Employer will provide a process for employee tenants to report maintenance needed to Agency-assigned housing.

Section 2. Employees who live in Agency-assigned housing that has not been inspected within the last twelve (12) month period may request a housing inspection. The housing inspection shall be completed within sixty (60) days of such request.

REV: 2021

ARTICLE 132--CRIMINAL RECORDS CHECK

Section 1. Except as provided by Governor's executive order or state or federal law as implemented by Agency rule or policy, the Employer will not require a criminal records check on any current employee in their current position if the requirement was not in place when the employee was appointed to the position. Agencies will send Agency rules, policies, and subsequent changes to SEIU Headquarters. Upon notification, the Union may exercise its rights pursuant to Article 5 of this agreement as it applies to changes in Agency rule or policy implementing Governor's executive orders or state or federal laws regarding criminal records check requirements.

Section 2. Position Descriptions and Recruitment Announcements. If a criminal records check is required for a position, such requirement shall be included in the recruitment announcement. As a position description is revised, the requirement for a criminal records check shall be included, however this does not apply where all agency positions require a criminal records check.

Section 3. Determination in Current Position.

(a) If an employee is found to be unfit for their current position based on a new criminal records check and the Agency proceeds under Article 20, the employee retains all Article 20 rights.

(b) If a regular status employee is determined to be unfit for their current position based on a new requirement, then the employee shall be notified of the determination and upon request will be informed of the information from the criminal record used in the determination. The employee will be provided options, including layoff.

Section 4. Promotions, Transfers, and Voluntary Demotions. If through a promotion, transfer, or voluntary demotion process a criminal records check is required and an employee is found to be unfit, upon request, the employee will be informed of the information from the criminal record used in the determination.

The appointment to the position will not be delayed. Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures.

Section 5. Layoff/Recall.

(a) Layoff. In the event of a layoff, a criminal records check will not be required as a condition of employment, for displacing an employee from another job, bumping into another job, demotion to another job, or being recalled to a position, unless specified in the position description. If required, the employee will be notified before the criminal records check commences. Once notified, the employee can waive their right to that position and may displace the lowest seniority employee in a position where no criminal record check is required, pursuant to Article 70 and the prioritization of their option(s) as previously communicated to the Agency.
If all positions in the Agency require a criminal record check, this information will be included in the notification of pending layoff given the Agency is not required to reflect the criminal record check in the position description.

(b) Recall from Layoff. If in the recall process an employee is determined to be unfit for a position, upon request the employee will be informed of the information from the criminal record used in the determination. Any appointment to the recall position will be delayed until the conclusion of the meeting.

Section 6. Regardless of whether the fitness determination was based on an accurate or inaccurate criminal record, the employee may request a meeting to discuss the information from the criminal record used in the determination. Such discussion, if requested, shall be within five (5) working days of the notification. Upon the request of the employee, a Steward may accompany the employee during the meeting. In the event the fitness determination changes as a result of the information provided, the Agency will notify the employee in writing. If an employee is not satisfied with the results of the meeting, they may appeal the fitness determination as outlined in the Agency rule or policy.

Section 7. Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures, except as provided in Section 3(a).

Section 8. Information received as a result of a criminal records check shall be secured in a file separate from the employee's official personnel file. Destruction of the information received as a result of a criminal records check shall be consistent with state or federal law.

Section 9. Employees shall not be required to pay the Employer's/Agency's criminal records check fee(s) or Employer/Agency representation costs.

(See also Human Services Coalition Letters of Agreement 132.1C-18-313 & 132.1M-18-321 & 132.1M-21-417 &132.1M-22-436 & Institutions Coalition 132.2C-25-207 & ODOT Coalition Letters of Agreement 132.3A-20-390 & Special Agencies Coalition Letters of Agreement 132.5E-19-373 & 132.5H-18-323 & 132.5N-17-299 in Appendix A.)

ARTICLE 132.3B--CRIMINAL RECORDS CHECK (OPRD)

Commissioned or recertified Commissioned Park Rangers shall have a Criminal Background Check (CBC) conducted in the following timeline: Upon getting a commission, recertification, and every twenty-four (24) months thereafter.

NEW: 2019

ARTICLE 133--LEAVE TO ADDRESS DOMESTIC VIOLENCE, HARASSMENT, SEXUAL ASSAULT, BIAS, STALKING OR HUMAN TRAFFICKING

Section 1. An eligible employee who is the victim of domestic violence, harassment, sexual assault, bias, stalking or human trafficking, or the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault, bias, stalking or human trafficking, may take leave in multiple blocks of time intermittently and/or to supplement an altered or reduced schedule.

Section 2. Pursuant to DAS Policy 60.000.12 "Statutorily Required Leaves With and Without Pay", eligible employees may take up to one hundred and sixty (160) hours of leave with pay each calendar year. This leave with pay is in addition to any vacation, sick, personal business or other forms of paid or unpaid leave available to the eligible employee. However, an eligible employee must exhaust all other forms of paid leave before the employee may use the one hundred and sixty (160) hours of paid leave.

Section 3. If certification is requested, the employee shall provide it to the Employer within a reasonable amount of time.

Section 4. An employee who claims to be aggrieved by an unlawful employment practice as specified in the policy may file a civil action under ORS 659A.885.

REV: 2015, 2019,2025

ARTICLE 134--CRIME VICTIM LEAVE

If an employee or a member of their immediate family has suffered financial, social, psychological or physical harm, as a result of a person-to-person felony, they may take leave to attend a criminal proceeding, pursuant to the Statutorily Required Leaves With and Without Pay State Policy (60.000.12). An employee who claims to be aggrieved by an unlawful employment practice as specified in the policy may file a civil action under ORS 659A.885.

REV: 2015,2023

ARTICLE 136--CRITICAL INCIDENT LEAVE

Any employee who, during the performance of their work, is directly involved in an incident of on-duty violence (directly involved means physically attacked or physically intervening in an attack of a staff member), will not be required to complete their workday and the employee will be paid for the remainder of their shift.

The employee shall be allowed additional time off after the incident to recover from any physical or psychological impact or disability caused by the action. Such leave shall be charged against any accumulated time the employee has earned. The

employee may decide the type of accumulated time against which this leave shall be charged. If the employee does not have accumulated time earned, the employee may utilize authorized leave without pay.

However, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

Any period of time beyond three (3) scheduled work days necessary for purposes of readjustment shall be determined by the employee's physician or mental health practitioner.

Other critical incidents may occur. In these cases Agencies may request for DAS CHRO to conduct a rapid review of the specific situations to determine if time off is justified. Time off may include the use of administrative leave, accrued leaves, leave without pay, or other paid leave.

(See also ODOT Coalition Letter of Agreement 136.3-25-513 in Appendix A.)

REV: 2023,2025

ARTICLE 137--RENT DEDUCTION

If an employee works in a position that requires the employee to live in Agency-assigned housing or if an employee chooses to live in Agency housing, and the Agency charges the employee rent for the housing, the Agency may deduct the rent directly from the employee's wages or salary.

NEW: 2019

ARTICLE 138--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 Working Remotely State Policy (50.050.01) and the terms and conditions of this collective bargaining agreement.

Section 2. Where an employee's duties can be successfully performed away from their primary duty station, an employee is eligible for remote work, upon agency approval.

Section 3. Remote Work Requests. Requests to work remotely may be initiated by the employee and must be reviewed and approved by the employee's supervisor to ensure the position is suitable for work and meets the agency's business and operational needs, as well as those of the agency's customers and the employee. The supervisor will conduct a specific assessment of an individual employee's unique job duties and circumstances. Ad hoc in person meetings, trainings or other in-person requirements shall not be the sole reason to determine if an employee is ineligible for a remote work agreement. Remote work agreements must be documented through the working remotely process in the state human resources information system. Requests to work remotely shall be considered in order of application and responded to within thirty (30) calendar days.

Section 4. Remote Work Denials or Rescissions. No request to work remotely shall be arbitrarily denied, rescinded or modified permanently in any way. The supervisor will conduct a specific assessment of an individual employee's unique job duties and circumstances before determining that the employee is not eligible for remote work. If an employee's request to work remotely is denied, the supervisor must provide a timely written response to the employee documenting the reason(s) for the denial. If an employee's request to work remotely is rescinded, the supervisor must provide the employee with the reason(s) for the rescission in writing. Once a written explanation of the reason(s) for the rescission has been provided, the Employer may rescind the remote work with a minimum of ten (10) calendar days advance notice. Out-of-State employees who have an approved Remote Work Agreement will not have their agreement rescinded with less than thirty (30) calendar days' notice. The employee may rescind their remote work with a minimum of seven (7) days advance notice. Employees who have either rescinded their remote work or had their remote work rescinded by the Employer shall be eligible to be considered for remote work in the future.

Section 5. Request to Temporarily Modify an Existing Remote Work Agreement. Subject to the operating needs of the Agency, an employee may, with their immediate supervisor's approval, temporarily modify their remote work agreement in a workweek. The Agency shall consider extenuating circumstances in making its decision. Such requests shall not be arbitrarily denied.

Section 6. Inclement Weather/Hazardous Conditions and Existing Remote Work Agreements. Inclement conditions may arise in remote work locations. If utility providers experience outages that prevent an employee from working, employees may access inclement weather/hazardous conditions leave unless there is an alternate work location available (Article 123—Inclement Weather/Hazardous Conditions Leave).

Section 7. Equipment. The agency provides basic technology equipment and related devices necessary for the employee to perform their assigned job duties at the remote 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, employee's working remotely may access the State surplus warehouse for office furniture for their remote work location.

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.

Section 10. Work Location, Mileage and Travel Time. The employee's normal reporting location will remain the same. In addition, employees may be required to report to Agency or non-Agency locations for purposes such as meetings, training sessions and policy/practice coverage. Business visits, meetings with Agency customers or meetings with co-workers shall not be held at the remote worksite unless approved by the employee's supervisor. Mileage will be paid in accordance with the DAS OAM Travel Policy. Travel time will be compensated in accordance with the Fair Labor and Standards Act (FLSA).

Section 11. Expectations and Goals. Remote work employees and their managers will develop a clear set of expectations and goals for the work to be performed on remote work days. 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. Appeals.

(a) Any alleged violations of Sections (3) and (4) Article may be appealed as follows:
  (i) Agency Level Review
    1. An employee or the Union may appeal an alleged violation of Sections (3) and (4) to the Agency Appointing Authority or designee within thirty (30) calendar days of the alleged violation. Appeals will be submitted on the official Working Remotely Appeal form.
    2. The appeal shall include a written explanation of the issue and any supporting documentation.
    3. The Agency shall review the appeal and issue a written decision within thirty (30) calendar days of receipt.
  (ii) Appeal Panel Review
    1. If the Agency denies the Section (3) or (4) appeal, the Union may appeal the decision to the appeal panel by submitting it to the DAS Labor Relations Unit within thirty (30) calendar days of receipt of the Agency's decision.
    2. The appeal panel consists of a representative of DAS LRU and a Union designee.
    3. The panel shall render a decision and any remedy no later thirty (30) calendar days after receipt of the appeal.
    4. The decision and remedy are binding on the parties and not arbitrable. If no decision is rendered by the panel within the timeline, the Agency's decision will stand.

(b) Any alleged violations of Sections other than (3) or (4) shall be filed at Step 1 and follow the normal grievance procedure outlined in Article 21. These grievances may only be appealed through the grievance procedure through Step 3, DAS Labor Relations Unit, and are not arbitrable.

Section 14. 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 mobile 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 will waive no right to Union representation as enumerated in this Collective Bargaining Agreement or as guaranteed by the law.

NEW: 2019. REV: 2021,2023,2025

ARTICLE 139--COMPUTER AND INTERNET ACCESS

Employees who do not have regular access to a computer with internet access during the course of their normal duties shall work with their manager to ensure they have time during their regularly scheduled shift, other than rest periods, to access a computer with internet access in order to review their state email and other relevant software systems. Access to email may not be available when an employee's entire workday is spent off site. This computer and internet time will not be considered to cover required training.

NEW: 2023

ARTICLE 140--COMMERCIAL DRIVERS LICENSES

Section 1. Drug Testing

(a) Application.

Agencies may require employees in certain classifications to possess a commercial driver license and perform safety-sensitive functions as a condition of employment. This Article is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for CDLs and applicable law.

(b) Payment for Testing.

Agencies will pay for random, reasonable suspicion, post-accident and return to duty testing. If an employee wants additional tests conducted, the employee pays for the test. As used herein, a drug test may include both the initial test and confirmation of a single specimen.

Where an employee with a positive alcohol/drug test result is offered a last chance agreement by the Agency, which the employee signs, the Agency will pay for the first six (6) follow-up tests required by the certified substance abuse professional.

(c) Pre-Employment Testing.
A pre-employment drug test will be conducted under the following conditions, except where conditions listed in Part 382.301(b)(c) are met:
(1) New hire to the Agency, unless the employee meets the requirements outlined in the regulations.
(2) Return from layoff.
(3) Reemployed as a seasonal employee.
(4) Promotions, demotions and transfers where the employee moves into a position that requires a commercial driver license.
(5) Where an employee possesses a commercial driver license and receives a new assignment requiring the possession of a CDL yet does not change positions.

(d) Consequences of Positive Tests.
When an Agency receives notice of an employee's positive test, the Agency will take one (1) or more of the following actions in addition to removing the employee from safety-sensitive functions.
(1) Random, Reasonable Suspicion and Pre-Employment Tests.
A. Temporarily assign the employee to non-safety-sensitive functions;
B. Allow an employee to take accrued leave or leave without pay pursuant to Section (e) if the Agency does not assign non-safety-sensitive functions;
C. Refer the employee to rehabilitation and last chance agreement;
D. Take disciplinary action pursuant to the requirements of the Article.

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

(2) Post Accident, Follow-Up and Return to Duty Testing.
This Article does not waive employee rights under Part 382.505 as it applies to alcohol test results of 0.02 to 0.039.

The Parties acknowledge that an Agency, at its own discretion, may decide to offer a last chance agreement to an employee as an alternative to termination. However, nothing in the Master Agreement or this Article shall preclude an Agency from issuing a lesser form of discipline in conjunction with offering a last chance agreement. Last chance agreements will not include blood testing or additional follow-up testing not required by the certified substance abuse professional. The duration of a last chance agreement shall be for a period of five (5) years starting from the effective date of the last chance agreement. After the five (5) year period, the last chance agreement will be removed from the employee's personnel file.

(e) Use of Leaves.
(1) An employee will be granted Agency time for actual testing, traveling to and from the test site if such travel is required and for meeting with the Medical Review Officer if such meeting is necessary.
(2) An employee who tests positive in a random, reasonable suspicion or post-accident test can use any accrued leave or leave without pay when removed from their position when the Agency does not assign the employee non-safety-sensitive functions to perform.
(3) An employee can use accrued leave or leave without pay to enroll in and participate in a rehabilitation program and for meeting with the certified substance abuse professional if such meeting is required.
(4) If test results are later found to be negative, and the employee used accrued leave when removed from a safety-sensitive function, the employee's leave accrual balance will be restored.

(f) Refusal to Test. An employee who refuses to test will be terminated from state service.

(g) Definition of "Accident" for Purposes of Post-Accident Testing. The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal Regulations. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the federal regulations.

(h) Status of Person on Return from Layoff and Seasonal Rehire. The consequences for a person on a return from a layoff list or seasonal rehire list as a result of a positive test will be the following:
(1) Return from Layoff.
A. Alcohol test results of 0.04 or greater or a positive drug test. Upon notice from the employee, the Agency will consider that they exercise their one (1) right of refusal and will continue on the list pursuant to Article 70, Section 10.
B. Alcohol test results of less than 0.04. The Agency will require that the employee take a return to duty test. If the test is negative, the person will be hired. If the alcohol test is positive, the employee will notify the Agency that they are exercising their one (1) right of refusal and will continue on the list pursuant Article 70, Section 10.
(2) Seasonal Rehire.
A. Alcohol test result of 0.04 or greater or positive drug test. The person will not be rehired, but can reapply under reemployment conditions.
B. Alcohol test results of less than 0.04. The Agency will require that the person take a return to duty test. If the test is negative, the person will be hired. If the test is positive, the person will be denied the position and can reapply under reemployment conditions.

(i) Employees Authorized to Require Reasonable Suspicion Testing. In addition to supervisors, an SEIU Local 503, OPEU-represented employee may be assigned to require reasonable suspicion testing of an employee only when:

(1) The employee has been formally assigned in writing to perform the responsibilities of a management service position, and,
(2) The employee has been trained to determine "reasonable suspicion" in accordance with the Federal regulations covering alcohol and drug testing for commercial drivers.

(j) Requested Written Information.
(1) Upon request of the affected employee or Union representative, the Agency will provide to the affected employee or Union representative written verification of a positive drug test after the Agency receives such written verification of a positive drug test.
(2) The number of random drug tests conducted and the number of positive drug tests will be sent to the Union on a quarterly basis.
(3) Upon the Union's written request, the Agency will obtain from the State Contractor, the location of prior random drug testing for the previous calendar quarter for the Agency for which the Union seeks such information. The Union shall pay any costs associated with obtaining the information requested by the Union.

NEW:2023

ARTICLE 140T--COMMERCIAL DRIVERS LICENSES (Temporary Employees)

Section 1. Drug Testing

(a) Application.
Agencies may require employees in certain classifications to possess a commercial driver license and perform safety-sensitive functions as a condition of employment. This Article is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for CDLs and applicable law.

(b) Payment for Testing.
Agencies will pay for random, reasonable suspicion, post-accident and return to duty testing. If an employee wants additional tests conducted, the employee pays for the test. As used herein, a drug test may include both the initial test and confirmation of a single specimen.

(c) Pre-Employment Testing.
A pre-employment drug test will be conducted under the following conditions, except where conditions listed in Part 382.301(b)(c) are met:
(1) All initial temporary appointments and/or subsequent temporary appointments to the Agency, unless the employee meets the requirements outlined in the regulations.
(2) Where an employee possesses a commercial driver license and receives a new assignment requiring the possession of a CDL.

(d) Consequences of Positive Tests.
When an Agency receives notice of an employee's positive test, the Agency will take one (1) or more of the following actions in addition to removing the employee from safety-sensitive functions:
(1) Random, Reasonable Suspicion Tests.
A. Temporarily assign the employee to non-safety-sensitive functions while awaiting the outcome of a requested split sample test;
B. An employee shall be unscheduled while awaiting the outcome of a requested split sample test, if the Agency does not assign non-safety-sensitive functions;
C. Terminate the temporary appointment.
(2) Pre-Employment Tests.
A. In the case of pre-employment testing where the employee is moving from an assignment that does not require a CDL to an assignment that requires a CDL, an additional option is to rescind the appointment.
B. In the case of initial or subsequent temporary appointments, the Agency shall rescind the offer of appointment.

(e) Agency Time.
An employee will be granted Agency time for actual testing, traveling to and from the test site if such travel is required and for meeting with the Medical Review Officer if such meeting is necessary.
(1) Refusal to Test. A temporary employee's appointment will be terminated.
(2) Definition of "Accident" for Purposes of Post-Accident Testing. The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal Regulations. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the federal regulations.
(3) Employees Authorized to Require Reasonable Suspicion Testing. In addition to supervisors, an SEIU Local 503, OPEU-represented employee may be assigned to require reasonable suspicion testing of an employee only when:
A. The employee has been formally assigned in writing to perform the responsibilities of a management service position; and,
B. The employee has been trained to determine "reasonable suspicion" in accordance with the Federal regulations covering alcohol and drug testing for commercial drivers.
(4) Requested Written Information.
A. Upon request of the affected employee or Union representative, the Agency will provide to the affected employee or Union representative written verification of a positive drug test after the Agency receives such written verification of a positive drug test.

B. The number of random drug tests conducted and the number of positive drug tests will be sent to the Union on a quarterly basis.

C. Upon the Union's written request, the Agency will obtain from the State Contractor, the location of prior random drug testing for the previous calendar quarter for the Agency for which the Union seeks such information. The Union shall pay any costs associated with obtaining the information requested by the Union.

NEW:2023

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LETTER OF AGREEMENT 22.00-23-461

Article 22 & 22T--No Discrimination
Alleged Violations of Article 22 and 22T

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) and the SEIU Local 503, OPEU (Union).

For the term of the 2025-2027 SEIU Collective Bargaining Agreement, alleged violations of Article 22 and 22T may proceed through Step 3 (DAS Labor Relations Unit) of the grievance procedure. Article 22 and 22T grievances are not arbitrable.

This Letter of Agreement shall sunset on June 30, 2027.

LETTER OF AGREEMENT 22.00-23-463

Article 22 & 22T—No Discrimination
Equity and Non-Discrimination Initiative

This Letter of Agreement is entered into between the Department of Administrative Services (DAS) of the State of Oregon (Employer) and the SEIU Local 503, OPEU (Union).

To better understand the factors that might prevent the State of Oregon from retaining an ethnically and culturally diverse workforce, the Parties agree to the following:

1. Stewards: The Union will provide the State with a list of stewards trained specifically to handle equity issues to be present for reporting. Stewards trained in equity shall work with employees within their own Agency, unless a trained steward does not exist within the Agency, or, there is a conflict. On a quarterly basis, the State will provide the Union, in a de-identified format, the following data:
   a. Data on the current make-up of state employees', by Agency, demographics including their race/ethnicity (if known), age, gender, gender identity (if known), disability status (if known), and veteran status (if known).
   b. A list of employees, by Agency, who promoted within the State, including their race/ethnicity (if known), age, gender, gender identity (if known), disability status (if known), and veteran status (if known).
   c. A list of employees, by Agency, who separated from state service within the State, including the reason for separation, their race/ethnicity (if known), age, gender, gender identity (if known), disability status (if known), and veteran status (if known).
   d. A statewide report that provides a summary of all personnel investigations initiated by all state agencies that would include the following:
      i. Allegation category (categories supplied by DAS)
      ii. Date investigation was initiated and the date it concluded
      iii. Outcome of investigation.
3. One (1) meeting per quarter of the SEIU/DAS Statewide Council meeting will be dedicated to equity and non-discrimination initiative topics. Subject matter experts will be invited to attend and participate as appropriate.

This Agreement shall sunset on June 30, 2027, unless mutually agreed to continue.

LETTER OF AGREEMENT 26.3A-13-250

Article 26.3A--Differential Pay
Recruitment and Retention Differential
Public Service Representative 4 (DMV)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (DAS/LRU), on behalf of the Oregon Department of Transportation (ODOT), and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

In addition to the five percent (5%) pay differential referenced in Article 26, Section 2(h), Public Service Representative 4s who work for DMV and are assigned to work directly with adults in custody inside the security fences at State of Oregon correctional facilities will receive another five percent (5%) pay differential, effective upon ratification. As a result, these employees will receive a total of ten percent (10%) pay differential above their current base rate of pay for all hours worked during this assignment.

This Letter of Agreement shall sunset on June 30, 2027.

LETTER OF AGREEMENT 26.3A-25-508

Article 26.3A--Differential Pay
Essential Worker Pay (ODOT Only)

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Department of Transportation (ODOT or Agency), and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to acknowledge the Parties commitment for further internal discussions regarding Agency Essential Workers and their support of Agency operations.

Therefore, the Parties agree to the following:

Agency Labor Relations Manager and appropriate management personnel will meet with local labor leaders and discuss the scenarios of which the Agency utilizes Essential Workers to support Agency operations.

This Letter of Agreement will automatically terminate June 30, 2027 unless the Parties agree to extend.

LETTER OF AGREEMENT 27.00-19-325

Article 27--Salary Increase

Pay Equity Adjustments

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 SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to provide procedures to implement pay adjustments consistent with Oregon law, and, to identify the appeal procedure for Agency or Employer decisions concerning Statewide Equal Pay Analysis and Employee Pay Assessments (otherwise known as 'internal assessments').

The Parties agree to the following:

1. Application to Current Employees: The Department of Administrative Services (DAS), Chief Human Resource Office (CHRO), an Agency Head or designee (with DAS CHRO approval) may provide a 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. Salary step increases may be initiated by any of the following processes:
   (a) Periodic Statewide Equal Pay Analysis (to take place at least every three (3) years;
   (b) Employee request,
   (c) Agency identified inequity.
2. If an Agency seeks to grant a salary step increase to an employee, the Agency shall first forward the recommendation to DAS CHRO for review and analysis. The DAS CHRO shall approve or disapprove the Agency recommendation and shall provide a written response back to the Agency. If approved, the Agency shall take action to implement the pay adjustment.
3. An employee may request an Employee Pay Assessment by submitting a written request to the Agency Human Resource Department. The Agency Human Resource Department shall complete the assessment using the State of Oregon Compensation Step Calculator and issue the employee a written decision within sixty (60) calendar days, unless otherwise mutually agreed upon in writing. If a pay equity adjustment is not granted, the written decision will outline the reasons as to why.
4. If the Employee Pay Assessment shows a pay increase is needed, the pay adjustment will be effective on the date an employee made a written request to the Agency or the date the Agency submitted a request to DAS CHRO.
5. In the event an employee receives a pay adjustment for any of the reasons identified in Section 1, the employee's benefit service date shall remain the same.
6. Agencies and CHRO shall retain all documents pertaining to decisions involving the Statewide Equal Pay Analysis or an Employee Pay Assessment.
7. If the employee meets with the Agency or DAS CHRO regarding the Statewide Equal Pay Analysis or an Employee Pay Assessment, the employee may request and obtain Union representation.
8. Appeal Procedure- Agency-Level Employee Pay Assessment Decisions.
   (a) If the employee disagrees with the Agency's decision the employee, or the Union on the employee's behalf, may submit the Employee Pay Assessment Appeal Form to the DAS CHRO no later than thirty (30) calendar days from receipt of the Agency's decision. The employee, or the Union on the employee's behalf, shall forward all written documents as part of the appeal. The employee shall identify the factors assessed in the State of Oregon Compensation Step Calculator that they are asking the Agency to reconsider. The DAS CHRO shall respond to the appeal in writing within thirty (30) calendar days of receipt of the request.
   (b) Pay adjustments made as a result of approved appeals shall be effective on the date the employee made the written request to the Agency for the initial Employee Pay Assessment.
   (c) Employee Pay Assessment 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 DAS CHRO and Union may agree to an extension of time in this Agreement upon mutual agreement in writing.
9. Appeal Procedure –Statewide Equal Pay Analysis Decisions.
   (a) An employee, or the Union on behalf of an employee, may appeal the decision concerning the employee's salary that resulted from the Statewide Equal Pay Analysis.
   (b) An appeal of the Statewide Equal Pay Analysis decision may be filed by sending a completed Statewide Equal Pay Analysis Appeal Form no later than thirty (30) calendar days from the date the employee receives notification of the Statewide Equal Pay Analysis results. The DAS CHRO 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 DASH CHRO decision under this Section.
   (d) Pay adjustments made as a result of accepted appeals shall have the same effective date as the date set for the Statewide Equal Pay Analysis.
   (e) To be eligible to file an appeal of Statewide Equal Pay Analysis decision, an employee must have been employed by a state executive branch agency as of the effective date of the Statewide Equal Pay Analysis. Employees who do not meet this eligibility requirement may pursue an appeal through Section 8 of this Agreement.
   (f) Employees at the top step of the salary range assigned to their job classification on or before the effective date of the Statewide Equal Pay Analysis are not eligible to file an appeal.
   (g) The DAS CHRO 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 DAS CHRO response, the employee may submit a claim to BOLI or pursue other legal recourse. Statewide Equal Pay Analysis 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.

10. This Agreement becomes effective on the date of the last signature below and expires June 30, 2027.

LETTER OF AGREEMENT 27.00-19-364

Article 27--Salary Increase

PERS Pick-up Transition

The purpose of the Letter of Agreement is to supersede LOA 27.00-17-295 to further address the PERS Pick-up Transition.

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

Section 2. PERS Participating Members
Effective November 1, 2016, Compensation Plan salary rates for PERS participating members were increased by six and ninety-five hundredths percent (6.95%) and the State ceased "picking up" the six percent (6%) employee contribution under OAR 459-009-0200(2). The State will deduct from a PERS participating member's salary and make the six percent (6%) employee contribution to their PERS account or Individual Account Program ("IAP") account, as applicable, on behalf of such member, pursuant to a reduction of the member's compensation under ORS 238A.335(2)(a) and OAR 459-009-0200(3). No PERS participating member will have an option to receive any part of that six percent (6%) contribution directly, as cash or otherwise. The intent of the Parties is for the employee contributions described under this Section to qualify for treatment as employer contributions under Section 414(h)(2) of the Internal Revenue Code.

LETTER OF AGREEMENT 27.00-23-464

Article 27--Salary Increase

Salary and Benefit Report

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) and the SEIU Local 503, OPEU (Union).

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

If the DAS Classification and Compensation Unit intends to modify the methodology used in the most recent salary and benefit report, SEIU will be given an opportunity to provide feedback to identify key areas of concern and opportunities for improvement, as well as providing insight into the climate and concerns of the employee population.

DAS Classification and Compensation is committed to providing the Union a salary selective training and a training on understanding market.

This Letter of Agreement will sunset on June 30, 2027, unless extended by mutual agreement.

LETTER OF AGREEMENT 31.00-13-248

Article 31--Insurance

PEBB Member Advisory Committee (PMAC)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and Services Employees International Union (SEIU or 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 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 the Union. Appointment to PMAC will be for a two (2) year period. Management will select one (1) management co-chair and labor will select one (1) labor 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;
    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 for authorized travel expenses as per State Travel Policy. Agencies will not incur any overtime as a result of Committee meetings or travel.

This Agreement will sunset on June 30, 2027.

LETTER OF AGREEMENT 31.00-13-252

Article 31--Insurance

PEBB Projected Funding Composite Rate and COLA

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer) and the SEIU Local 503, OPEU (Union).

If the Collective Bargaining Agreement provides for a COLA with an effective date in the second 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.

LETTER OF AGREEMENT 32.3AB-19-353

Article 32.3AB--Overtime
Premium Pay (ODOT and OPRD only)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Department of Transportation and Oregon Parks and Recreation Department, and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

This does not apply to employees who are working flexible work schedules or when the employee's schedule has been changed by their manager.

An employee who is required to work on their regular day off (RDO) shall be paid at the rate of time one and one-half (1 ½) for the hours worked that day. The employee will be paid a minimum of two (2) hours' pay.

This Letter of Agreement will become effective with ratification of the successor Collective Bargaining Agreement and automatically terminate June 30, 2027.

LETTER OF AGREEMENT 32.3F-19-346

Article 32.3F--Overtime
Straight-Time Eligible Positions (DOGAMI)

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services, Labor Relations Unit, on behalf of the Department of Geology and Mineral Industries (DOGAMI) and SEIU Local 503, OPEU.

DOGAMI employees who are FLSA Exempt are eligible under Article 32, Section 4(b) of the contract to receive one (1) hour of straight time off for each hour of authorized time worked in excess of eight (8) hours per day or forty (40) hours per week. Due to the funding structure of DOGAMI, straight time off is limited. As a result, the Parties have agreed employees may choose to receive either straight-time pay or straight time off for each hour of authorized time worked in excess of eight (8) hours per day or forty (40) hours per week.

This Letter of Agreement is effective upon signature and will sunset on June 30, 2027 unless mutually agreed otherwise.

LETTER OF AGREEMENT 33.3A-25-509

Article 33.3A—Meal Allowance
(ODOT only)

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), on behalf of the Oregon Department of Transportation (ODOT), and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

The Agency will work with the Union to explore the possibility of improving the process for employees to obtain overtime meal allowances.

This Letter of Agreement will automatically terminate June 30, 2027, unless the Parties agree to extend.

LETTER OF AGREEMENT 34.3E-20-387

Article 34.3E—Standby Duty/On-Call Duty
Hatcheries (ODFW)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Department of Fish and Wildlife (Agency) and the SEIU Local 503, OPEU (Union).

The Parties recognize that the employees at Department of Fish and Wildlife Hatcheries work flexible schedules where they only receive overtime for hours worked over forty (40) in a week. And, in recognition of the fact that each hatchery has a unique system that they use to track the hours that an employee works when they are doing work to prevent alarms or to respond to alarms, the employees at the Department of Fish and Wildlife Hatcheries will not be subject to Section 3 or Section 4 of Article 34 – Standby Duty/On-Call Duty.

This Letter of Agreement will become effective upon date of final signature and is effective through June 30, 2027.

LETTER OF AGREEMENT 40.3A-19-356

Article 40.3A--Work Schedules
Call Back Clarification (ODOT Only)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer) on behalf of the Oregon Department of Transportation and Oregon Parks and Recreation Department, and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to clarify when call back compensation applies and when it does not.

The Parties agree to the following:

1. When an employee has finished their shift and is called back to work before leaving the work premises, no call back compensation applies. This will be considered a continuation of the scheduled work shift consistent with Article 40.3, Section 1(c). Overtime compensation will apply if the employee's hours worked already that day plus the additional work hours they are being called back to work exceed the employee's regular scheduled hours.
    a. If the employee used sick leave earlier that day, the time coded to sick leave counts towards the overtime build for the day in accordance with Article 32, Section 1.
2. When an employee has finished their shift, leave the work premises, and is called to return to work prior to the beginning of their next regular scheduled shift, call back compensation applies.
    a. The employee shall be paid the equivalent of two (2) hours' pay at the overtime rate. After two (2) hours' work, the employee shall be compensated at the appropriate rate of pay for time worked.
3. When an employee has finished their shift, leaves the work premises, is contacted to return to work, and is subsequently contacted again to cancel the return to work, call back compensation applies.
    a. The employee shall be paid the equivalent of two (2) hours' pay at the overtime rate even if they have not left home.
    b. If the employee is en route to the work site and returns directly home after receiving the cancellation notification, the employee shall be paid the equivalent of two (2) hours' pay at the overtime rate.
4. An employee who reports for work and is on the facility grounds before the start of their next shift and is asked/directed to report to work shall be compensated at the appropriate rate of pay for the hours worked and call back compensation does not apply.

This Letter of Agreement shall be effective upon date of final signature and is effective through June 30, 2027, unless extended by mutual agreement.

LETTER OF AGREEMENT 40.3A-23-476

Article 40.3A--Work Schedules
Show Up Compensation (ODOT Only)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Department of Transportation (ODOT, Agency) and the SEIU Local 503, OPEU (Union).

This Letter of Agreement modifies Article 40.3 Work Schedule Premium Pay, Section 3 of the Master and ODOT Coalition Collective Bargaining Agreements. This Letter of Agreement applies to the following classifications:

Transportation Maintenance Specialist Entry (4150)
Transportation Maintenance Specialist 1 (4151)
Transportation Maintenance Specialist 2 (4152)
Transportation Maintenance Coordinator 1 (4161)
Transportation Maintenance Coordinator 2 (4162)
Incident Response Operations Specialist (4165)
Electrician 1 (4007)
Electrician 2 (4008)
Electrician 3 (4009)
Heave Equipment Technician Entry (4436)
Heavy Equipment Technician 1 (4437)
Heavy Equipment Technician 2 (4438)

The Oregon Department of Transportation considers the safety of its workers a top priority. In recognition of the late and long hours some employees work, ODOT is receptive to adding a component of paid leave to support the health and safety of these employees. Adding this component of paid time off for the safety reasons will be considered a "shared responsibility" with each employee and will be referred to as a Safety Time Off Leave.

The Parties agree to the following:

1. An employee will be allowed to have a minimum break of eight (8) consecutive hours between the end of their last call out or extension of prior shift and the beginning of the next regular shift.
2. Up to eight (8) of these hours will be state-paid time when they coincide with the employee's work hours.
3. Managers and employees to determine the communication plan for these situations.
4. The Agency will develop scenarios to communicate how this will work in practice taking into account various work schedules and shifts.
5. The current language in Article 40.3, Section 3(b) requiring an employee to report to and begin working will not be required when meeting the conditions of this Agreement.
6. When an employee is called out, the time the employee completes the work and is off duty will restart the eight (8)-hour clock.
    a. If an employee has been assigned on call duty, on-call will apply in accordance with Article 34.
7. If an employee is called out within four (4) hours prior to their shift, and has had an eight (8)-hour break, this Agreement does not apply.

This Agreement will go into effect upon final signature and will sunset on June 30, 2027, unless an extension is mutually agreed to by the Parties.

LETTER OF AGREEMENT 45.00-09-175

Article 45--Filling of Vacancies
Legislative Branch

This Letter of Agreement is entered into between the State of Oregon, acting by and through the Department of Administrative Services, Labor Relations Unit (Employer) on behalf of all Agencies identified in Article 1 and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to provide employees who have attained regular status in an SEIU-represented position and who, in the past, would have entered into job rotation agreements with the Legislative Branch, the ability to be reemployed by their former agency into their former classification in which they held regular status.

The Parties agree that Article 45 and all agency-specific coalition language found in Articles 45.1 through 45.5 does not apply to the reemployment of an Executive Branch employee who was employed by the Legislative Branch and then requests reemployment with the former Executive Branch

Agency. Specifically, the Agency layoff list does not take precedence over this reemployment, and agencies are not required to comply with any agency-specific language regarding posting of vacancies.

The Parties further agree that the time worked for the Legislative Branch is considered state service for purposes of seniority.

This Agreement is effective until the expiration of the 2025-2027 Collective Bargaining Agreement, and may be extended by mutual agreement.

LETTER OF AGREEMENT 45.00-19-363

Article 45--Filling of Vacancies
Position Reassignment over Fifty (50) Miles

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

When an employee's position is reassigned to a work location more than fifty (50) miles from their current work location, and the location change creates a hardship for the employee, the employee may elect to be "laid off". In this circumstance only, the employee shall have their separation listed as a layoff, but Article 70, Sections 1 through 8 shall not apply. The employee shall have their name placed on both the Agency Layoff List and the Secondary Recall List for a period of two (2) years.

This Letter of Agreement will go into effect upon date of final signature and is effective through June 30, 2027.

LETTER OF AGREEMENT 45.00-24-484

Article 45—Filling of Vacancies
Office Specialist 1 Pilot

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to create a centralized applicant pool for Office Specialist 1 (OS1) positions where agencies may access to fill their vacancies. The OS1 classification has one of the highest vacancy rates across the enterprise. Creating a centrally managed applicant pool for this job classification will enable agencies to hire from these pools swiftly so that vacancies can be filled more readily allowing recruiting efforts and resources to be utilized elsewhere with job classifications that are more difficult to fill.

The Parties agree to the following:

1. DAS Chief Human Resources Office (CHRO) will "pilot" (create) a centralized Office Specialist 1 (OS1) applicant pool where agencies may access a list of candidates to fill their OS1 vacancies.
2. The "pilot" shall be effective upon the date of the last signature on this LOA.
3. Individual agencies will not be posting these vacancies in accordance with their standard process in the Collective Bargaining Agreement. Each Agency that participates in the pilot will send out one (1) email notification that the agency has an opening as part of this recruitment, such notification shall include a link to the posting. Postings for these vacancies will also be posted through a centralized process using Workday and other outlets as deemed appropriate.
4. All other provisions for current employees under 45.1-45.5, Filling of Vacancies, shall apply.
5. DAS will provide the Union with a report summarizing the outcomes following the conclusion of the pilot program.

This Letter of Agreement will expire on June 30, 2027, unless extended by mutual agreement by both Parties.

LETTER OF AGREEMENT 45.3AB-25-510

Article 45.3AB--Filling of Vacancies
(ODOT, OPRD)

This Letter of Agreement is entered into between the State of Oregon, acting through Department of Administrative Services (DAS), on behalf of the Oregon Department of Transportation (ODOT) and Oregon Parks and Recreation (OPRD) and SEIU Local 503, OPEU (Union).

The purpose of this Agreement to ensure fair consideration is given to applicants during the selection process. The Agencies agree to review and analyze on an annual basis the hiring trends within the Agency. This information will be shared with the Labor Management Committee during their last scheduled meeting for the calendar year.

This Letter of Agreement will automatically terminate June30, 2027, unless the Parties agree to extend.

LETTER OF AGREEMENT 56.00-24-485

Article 56—Sick Leave
Paid Leve Oregon

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union). Jointly referred to hereinafter as the "Parties."

The purpose of this Letter of Agreement is to resolve impacts from passage of Senate Bill 1515 during the 2024 Legislative Short Session. It is understood by the Parties that many of these impacts may be resolved by additional Legislative action in 2025.

Should Paid Leave Oregon reduce or change benefits during the term of this Agreement, or the Parties discover an issue(s) unresolved through this Agreement the parties shall agree to meet, at the request of either Party, for the express purpose of renegotiating terms of this Agreement.

Paid Leave Oregon Determination, Education and Notification of Paid Leave Oregon
The State agrees to send notification to all employees of their rights under Paid Leave Oregon at least once per year and upon hire.

Employees who have applied for Paid Leave Oregon shall be allowed to utilize any leave of their choice, including LWOP, while waiting for the determination of benefits by the Oregon Employment Department. Eligible employees are entitled to job protection during the application period. If Paid Leave Oregon is denied, an employee shall not suffer any adverse action for use of leave or leave without pay, including during the appeal process, as long as the employee acted in good faith with a reasonable belief they were eligible for leave.

Seniority and Leave Accruals
The receipt of Paid Leave Oregon does not affect an employee's seniority, eligibility for salary increases or the employee's recognized service date. The agency treats the approval of Paid Leave Oregon as if the employee is not on leave, up to the point where the employee's Paid Leave Oregon benefits exhaust. Unpaid leave may affect an employee's PERS retirement benefits.

Hardship Leave
Employees retain all rights related to seeking hardship leave pursuant to Article 56 Section 8 of the Parties' Collective Bargaining Agreement including the right to request hardship leave while on Paid Leave Oregon as long as all other qualifications are met. Employees must determine the amount of donated leave that they would like to receive at the beginning of Paid Leave Oregon. They may modify their request if the amount of time they will be on Paid Leave Oregon extends beyond the initial assessment.

Duration
This Letter of Agreement shall supersede any conflicting provisions in the Collective Bargaining Agreement for the duration of the Letter of Agreement. This Letter of Agreement expires on June 30, 2027, unless mutually agreed otherwise.

LETTER OF AGREEMENT 56.00-25-491

Article 56—Sick Leave
Hardship Donations

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) and SEIU Local 503, OPEU (Union).

For the term of the 2025-2027 SEIU Collective Bargaining Agreement, the Parties agree that regular status employees may request hardship donations when a treating physician/practitioner provides a written statement certifying that the illness or injury, including medical appointments for treatment of the illness or injury, will continue for at least fifteen (15) consecutive calendar days following the employee's projected exhausting of accumulated leave.

This Letter of Agreement will expire June 30, 2027. Upon expiration, the eligibility requirements outlined in Article 56, Section 8 will apply.

LETTER OF AGREEMENT 70.00-25-492

Article 70—Layoff
Layoff Review Committee

This Letter of Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) and SEIU Local 503, OPEU (Union).

The current layoff process has been in the Collective Bargaining Agreement for a long time – in order to ensure that the process meets the needs of a changing workforce, the Parties agree to review the layoff process through the lens of the current make-up of State workers, the ways in which employees do their work, and the work that is being done.

The Parties agree to the following:

1. By December 1, 2025, the Parties will establish a layoff review committee. The committee will be comprised of eight (8) members with four (4) members appointed by the Union and four (4) management representatives. The committee will also include one (1) SEIU staff member and one (1) DAS State Labor Relations Manager. The Union and State may have additional staff work with the committee.
2. By June 1, 2026 the committee will:
   a. Review and evaluate the layoff process taking into consideration the work being done and the ways in which that work is being done.
   b. Develop recommendations for modifications of the existing process.
   c. Review and evaluate existing layoff resources available for the Employer and employees and make recommendations on improvements.
3. By September 1, 2026, the committee will submit recommendations for consideration to SEIU and DAS LRU. SEIU and DAS LRU will review the recommendations to inform bargaining proposals during 2027-2029 contract negotiations. DAS CHRO will review any recommended improvements to existing layoff resources.
4. Committee members 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. Temporarily modifying schedules will be allowed to avoid overtime.

LETTER OF AGREEMENT 71.00-25-493

Article 71—Seasonal and Intermittent Employees
Seasonal and Intermittent Workforce Committee

This Letter of Agreement is between the State of Oregon, acting through the Department of Administrative Services (Employer) and SEIU Local 503, OPEU (Union).

The Parties recognize there have been challenges with understanding the application of current contract language in Article 71—Seasonal and Intermittent Employees.

Therefore, the Parties agree to the following:

1. A joint labor-management committee will be established to discuss the current contract language in Article 71. The committee will be established no later than January 1, 2026.

2. The joint labor-management committee will be tasked with reviewing the application of Article 71 by agencies who employ seasonal and/or intermittent employees. This review will include, but is not limited to:
   a. Definition of seasonal and intermittent employee
   b. End of Season/Seasonal recall
   c. Step increases and benefit service date
   d. Leave carryover/cash-outs between seasons
   e. Insurance eligibility
3. The committee will submit recommendations for consideration to SEIU and DAS LRU. SEIU and DAS LRU will review the recommendations and use them to inform bargaining proposals during 2027-2029 contract negotiations.
   a. The joint labor management committee shall be comprised of a union representative and management representative from each Agency that employs SEIU represented seasonal and/or intermittent employees. The committee will also include one (1) SEIU staff member and one (1) DAS State Labor Relations Manager. The Union and State may have additional staff work with the committee.
   b. The joint 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.

LETTER OF AGREEMENT 80.3-25-511

Article 80.3--Change in Classification Specifications

Wildland Firefighting Classification Study (ODF)

This Letter of Agreement is entered into between the State of Oregon, acting through Department of Administrative Services (Employer), on behalf of the Oregon Department of Forestry (Agency), and SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to acknowledge the changing landscape in the field of firefighting, and a need to assess the efficacy of current firefighting classifications at the Agency.

Per Article 80, the Employer will conduct and complete studies on the following classifications. The study will evaluate the agency's use of the following classifications:

- Forest Management Technician
- Forest Officer Entry
- Forest Officer
- Wildland Fire Suppression Specialist Entry
- Wildland Fire Suppression Specialist

The classification studies shall be completed by January 1, 2027. The Parties will negotiate salary ranges and implementation language once the studies are completed.

LETTER OF AGREEMENT 101.3ABC-25-512

Article 101.3ABC--Safety and Health

(ODOT, OPRD, ODF)

This Letter of Agreement is entered into between the State of Oregon, acting through Department of Administrative Services (DAS), on behalf of the Oregon Department of Transportation (ODOT), Oregon Parks and Recreation (OPRD) and Department of Forestry (ODF) and SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to acknowledge inherent dangers working around or within illegal campsites and to strengthen safeguards for public employees working in such conditions. These dangers include but are not limited to exposure to fentanyl, needles, feces, blood and other bodily fluids.

The Parties agree to the following:

1. Each Agency and Union will utilize the Agency Labor Management Committee or designated workgroup, of equal members between labor and management, to review current trainings, JHA standards and communication practices, and PPE currently required.
2. The workgroup will identify gaps and notify the Labor Management Committee and/or appropriate agency management.

This Letter of Agreement will automatically terminate June 30, 2027 unless the parties agree to extend.

LETTER OF AGREEMENT 121.00-21-395

Article 121--Education, Training and Development

Trauma-Informed and Suicide Prevention Training

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS) and the SEIU Local 503, OPEU (hereinafter the "Union").

In recognition of the need for trauma-informed training resources to be made available to employees pursuant to Article 101, Section 9 and of the need for suicide prevention training, the Parties agree to the following:

Trauma-Informed Training:

1. Agencies will continue to offer trauma-informed trainings in accordance with Article 101, Section 9.
2. Agencies will offer at least one (1) training during the term of this Agreement.

Suicide Prevention Training:

1. Agencies will offer at least one (1) suicide prevention training during the term of this Agreement.
   - Information on available trauma-informed and suicide prevention trainings will be shared at local Labor Management Committees.

- Training will be offered on an on-going basis and will be made available to all employees.

Employees who attend this training during their regularly scheduled work shift will be in regular paid status.

LETTER OF AGREEMENT 122.3B-11-207

Article 122.3B--Uniforms, Protective Clothing, and Tools

Boot Allowance Eligibility Education (OPRD)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Parks and Recreation (Agency) and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

The Agency shall send an annual email on or about June 30th and post a copy of the email in each crew breakroom to educate staff on who is eligible for boot allowance and how to apply for it. A copy of the email will also be placed in the employee resource guide.

This Agreement terminates June 30, 2027, or the end of the Collective Bargaining Agreement, whichever comes later.

LETTER OF AGREEMENT 132-2C-22-436

Article 132 --Criminal Records Check

Criminal Background Checks (ODHS)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) on behalf of the Oregon Department of Human Services (ODHS), and the SEIU Local 503, OPEU (Union).

Based on requirements under IRS Publication 1075, the tax information guidelines for Federal, State and local agencies, and Federal Criminal Justice Information Services (CJIS) Security Policy, all applicable ODHS employees who use, or have physical or logical access to Criminal Justice Information (CJI), or Federal Tax Information (FTI), including current and future employees, will need to be fingerprinted, have a background check, and successfully complete related security training(s). Employees with access to FTI will need to be fingerprinted and complete a background check every five (5) years.

Therefore, the Parties agree to the following:
Upon final signature of the LOA, ODHS will:

1. Make the Criminal Records Check Procedure available to all applicable ODHS employees, and
2. Begin conducting criminal records checks on all applicable ODHS employees.

ODHS further agrees to the following:

1. Upon notification of the procedure and ODHS's intent to conduct criminal records checks, employees may notify ODHS's HR office of any criminal history.
2. ODHS shall adhere to any established policy and procedure when determining if a current employee is unfit as a result of the criminal records check.

In the event a current ODHS employee is determined to be unfit for their current position as a result of the criminal records check or failure to successfully complete related FTI and/or CJIS security training and testing the following will apply:

1. If a regular status employee is determined to be unfit for their current position based on a criminal records check or failure to complete security training requirements, the employee will be notified of the determination and will be informed of the information from the criminal record used in the determination. In accordance with Article 132, Section 6, employees may appeal the fitness determination. ODHS will make every reasonable effort for a period of approximately thirty (30) days to find the employee an alternate position within the Agency and within the same salary range. If that is not possible, the Agency will provide layoff rights to the affected employee. Employees who are laid off will be placed on the agency layoff list and the secondary recall list in the classification for a period of three (3) years. If recalled to their classification at ODHS within that period, the employee must pass the criminal records check in order to be offered a position.
2. This Agreement is intended to provide an exception to Article 132--Criminal Records Check and will apply to this specific situation only.

This Letter of Agreement will become effective upon date of final signature below and is effective through June 30, 2027.

LETTER OF AGREEMENT 132.3A-20-390

Article 132.3A--Criminal Records Check

CJIS Clearance (ODOT)

This Agreement is between the State of Oregon Department of Administrative Services (DAS), on behalf of the Oregon Department of Transportation (ODOT or Agency), and the SEIU Local 503, OPEU (Union).

Pursuant to HB2250 and its multiple changes to Oregon Revised Statutes, including but not limited to ORS 181.516 (2013) and ORS 181.547 (2013), and the federal Real ID Act (CFR-2012-title6, vol1-sec37-45 and CFR-2017-title49 –vol9-sec1572-103), all current and future employees with access to information available via the Criminal Justice Information Systems (CJIS) must be cleared through Oregon State Police (OSP) procedures.

Therefore, the Parties agree to the following:

Following final signature of the Letter of Agreement (LOA), ODOT will initiate fingerprinting for CJIS clearance on all Information System (IS) employees who have access to information available through CJIS who have not been previously CJIS cleared through OSP.

In the event a current ODOT IS employee does not receive CJIS clearance, the following will apply:

1. ODOT will review the work performed by the employee to determine if an alternate work assignment is available that meets the operational needs of the Agency.
2 In the event it is determined an alternate work assignment is not appropriate, ODOT will attempt to find a vacant position with the same salary range for the employee, dependent on the ability to meet the minimum qualifications for the position's classification and the ability to capably perform the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days.
3. If ODOT is unable to provide the employee with a vacant position in the same salary range, ODOT will continue to seek alternate vacant positions within the Agency at the next lower salary range, dependent on the ability of the employee to meet the minimum qualifications for the position's classification and the ability to capably perform the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days.
4. Employees who demote shall be placed on the applicable salary step in accordance with Article 29, Section 4.
5. If ODOT is unable to find an alternate work assignment or a suitable vacant position at the same or lower salary range through the processes listed above, ODOT will lay off the affected employee.
6. Employees who demote to lower level classifications, or those who are unable to secure a vacant position and are laid off, will be placed on the Agency Layoff List and the Secondary Recall List in the classification they demoted from for a period of two (2) years.
7. This Agreement is intended to provide an exception to Article 132—Criminal Records Check and shall apply to this specific situation only.

This Letter of Agreement will become effective upon date of final signature and is effective through June 30, 2027.

LETTER OF AGREEMENT 136.3-25-513

Article 136.3—Critical Incident Leave

(ODOT Coalition)

This Letter of Agreement is entered into between the State of Oregon, acting through Department of Administrative Services (DAS), and SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to acknowledge employees may experience a traumatic incident while on duty at work involving a human death, including but not limited to discovery of a suicide, or witness to an accidental death.

The Parties agree to the following:

1. Each Agency and Union will utilize the Agency Labor Management Committee or designated workgroup, of equal members between labor and management, to explore the resources and current leave types that are available, or needed, for employees experiencing traumatic events in the workplace.
2. The Agency Labor Management Committee or designated workgroup will identify potential improvements and notify the Labor Management Committee and/or appropriate agency management and DAS Labor Relations by December 31, 2026.
3. Union leadership at each agency will select labor participants for these committees.

This Letter of Agreement will automatically terminate June 30, 2027 unless the parties agree to extend.

LETTER OF AGREEMENT 00.00-05-137

Work Capacity Testing (Forestry)

This Agreement is by and between the State of Oregon, through its Department of Administrative Services, hereinafter called the "Employer," Oregon Department of Forestry, hereinafter called the "Agency" and the SEIU Local 503, OPEU, hereinafter called the "Union."

The Parties agree to the following:

Section 1. Application.
This Agreement covers all regular status SEIU Local 503, OPEU-represented Oregon Department of Forestry employees whose position description or assigned fire duties requires an Incident Command System (ICS) certification with an associated fitness level.

Section 2. Work Capacity Testing.
(a) The Agency will utilize Work Capacity Tests (WCT) consisting of three (3) separate identified fitness levels in order to ensure that Agency employees assigned fire related duties in an ICS position with an identified fitness level meet the standard fitness level for their respective ICS position. The fitness level for each position shall be identified and shall be included in position descriptions and shall identify the duties assigned which justify the fitness level. Employees will not be allowed to participate in a test more arduous than their ICS certification fitness level requires.
(b) Work Capacity Testing is divided into three (3) separate levels of testing, depending on the fitness level associated with individual ICS positions as follows:

- Arduous: this Pack Test consists of completing a three (3) mile hike with a forty-five (45) pound pack over level terrain in forty-five (45) minutes or less.
- Moderate: this Field Test consists of completing a two (2) mile hike with a twenty-five (25) pound pack over level terrain in thirty (30) minutes or less.
- Light: this Walk Test consists of completing a one (1) mile hike over level terrain with no weight in sixteen (16) minutes or less.

Section 3. Pre-Test Medical Screenings.
(a) The Agency will utilize a t screening process for all employees required to take a WCT. The screenings must be completed prior to taking any level of WCT. The purpose of the screening process is to determine whether Agency employees can either safely take or cannot safely take the WCT. Pre-test screenings will be provided to the employee at no cost, unless the employee chooses to use their own medical provider.
(b) Health Screening Questionnaire: The pre-test medical screening and will utilize employee information gathered from the questionnaire and will be masked (hidden) from any reviewer, preventing medical information from being seen by the reviewer. Employee specific health-related information will be kept completely confidential throughout this process.
(c) Pre-test medical screenings and WCT will be conducted on employee paid time.

Section 4. Work Capacity Test Administrators.
WCT Administrators will inform employees of the results of the Health Screening Questionnaire. WCT Administrators will be certified as WCT Administrators.

Section 5. Medical Certification.
(a) Medical certification from a licensed physician attesting to the employee's ability to safely take the WCT will be required when:
    (1) The pre-test medical screening indicates the employee should not take the WCT without physician approval; or,
    (2) The employee knows they have a medical condition that would require physician approval to take the WCT.
(b) An employee may submit a medical certification from a licensed physician stating a temporary condition prevents the employee from safely performing the WCT at that time. Such medical certification cannot be substituted for the employee successfully passing the equivalent level of WCT.

Section 6. WCT Administration.
WCT Administrators are responsible for the collection of the Health Screening Questionnaire prior to allowing employees to test. WCT Administrators are responsible for ensuring that while five (5) or more employees are testing that a certified Emergency Medical Technician (EMT), with defibrillation capability, is present at the test site. If testing four (4) or less employees, administrators must insure that a person certified in First Aid/CPR/AED, first aid supplies, an AED, communications to emergency services and a signed medical plan are present at the test site.

Section 7. Costs.
(a) The pre-test medical screenings and WCT will be provided by the Department of Forestry at no cost to employees who are required to take the WCT.
(b) Medical certifications obtained from licensed physicians as described in Section 5 will not be provided by the Department of Forestry. The Employer will reimburse employees up to seventy-five dollars ($75.00) per calendar year for any costs associated with obtaining medical certifications from a licensed physician pursuant to Section 5. All other costs associated with such certifications will be the responsibility of the employee.

Section 8. Conditioning Program.
The conditioning program adopted in 2004 will be made available to all ODF employees free of charge.

Section 9. Alternatives for Non-Strikeable Permanent Employees.
Employees whose terms and conditions of employment include passing the WCT shall pass the WCT at the appropriate fitness level per Section 5. If the employee does not successfully pass the WCT on their second (2nd) attempt they shall be assigned suitable work, if available, consistent with their fitness level for the duration of the fire season. If, in the following season, the employee is again unsuccessful in passing the WCT on their first (1st) attempt, Human Resources will counsel the employee about options as described in the WCT Administrator's Guide.

Section 10. Alternatives for Non-Strikeable Seasonal Employees.
Seasonal employees shall pass the WCT at the appropriate fitness level per Section 5. If the employee does not successfully pass the WCT on their second (2nd) attempt, they may be assigned suitable work, if available, for the duration of the fire season. Alternatively, at the employee's choice, they may elect not to be recalled in which case they shall have their name returned to the recall list for the following season.

If, in the following season, the employee is again unsuccessful in passing the WCT on their first (1st) attempt, they will be deemed to have resigned.

Section 11. Alternatives for Strikeable Employees.
(a) Employees whose terms and conditions of employment do not include passing the WCT, and seek to perform duties with an associated fitness level, shall pass the WCT at the appropriate fitness level per Section 5.
(b) Employees whose terms and conditions of employment include passing the WCT shall pass the WCT at the appropriate fitness level per Section 5. If the employee does not successfully pass the WCT on their second (2nd) attempt they shall be assigned suitable work, if available, consistent with their fitness level for the duration of the fire season. If, in the following season, the employee is again unsuccessful in passing the WCT on their first (1st) attempt, Human Resources will counsel the employee about options as described in the WCT Administrator's Guide. If an option for continued employment is not available, the Agency will layoff the employee.

Section 12. Statistics.
ODF will maintain statistics during the course of this LOA period to include the number of people who take the WCT, those who pass and those who fail by testing level for each area.

Section 13. Effective Date.
This Letter of Agreement continues until June 30, 2027, unless extended or eliminated by mutual agreement of the Parties.

LETTER OF AGREEMENT 00.00-19-338

Commercial Driver's License (CDL) Reimbursement - (ODFW)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Department of Fish and Wildlife (Agency) and the SEIU Local 503, OPEU (Union).

Employees who are required to hold a Commercial Driver's License (CDL) as part of their employment shall be reimbursed by the Agency up to one hundred dollars ($100) for CDL examination fees and renewal licensing fees.

This Agreement becomes effective upon signature and will sunset on June 30, 2027.

LETTER OF AGREEMENT 00.00-19-361

Contract Specialist

This Letter of Agreement is entered into between the Department of Administrative Services (DAS) of the State of Oregon (Employer) and the SEIU Local 503, OPEU (Union).

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

The Parties agree to the following:

Section 1. Selection and Appointment of Contract Specialists:

a. Each Coalition will be allocated one (1) full-time equivalent (FTE) Contract Specialist for every two thousand (2,000) represented employees with a minimum of at least one (1) full-time equivalent (FTE) Contract Specialist(s). Every effort will be made to distribute the Contract Specialists as equitably as possible between the agencies in each Coalition within each selected group and between consecutive groups.
b. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
c. The duration of a Contract Specialist's assignment shall be mutually agreed upon by the Employer and Union, including any extensions.
d. The Parties shall establish an agreement for each Contract Specialist which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment and return to work.
e. Employees selected as Contract Specialists must maintain all necessary certifications, licensures and training requirements of their Agency position with costs and reimbursements, if applicable, governed under the Collective Bargaining Agreement.
f. In the event the Employer/Agency determines a Contract Specialist is potentially violating law or not complying with Employer/Agency policies or the Section 1(d) Agreement, the Agency shall immediately notify the Union. The Agency shall follow the provisions of Article 20 – Investigations, Discipline and Discharge, to initiate and complete their investigation. Before any Agency action is taken, the Union may remove the employee from the assigned worksite.
g. Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved. Where return to the employee's former position can be reasonably accommodated such return shall be made. When applicable, Contract Specialists may take part in the shift bidding process for their base position while on assignment as a Contract Specialist.

Section 2. Pay and Benefits:

a. The Agency shall continue to pay base 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 remain eligible for any pay or accrual increases consistent with the Collective Bargaining Agreement. 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.
b. 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 Collective Bargaining Agreement.
c. Contract Specialists will enter their time electronically, including any leave used during the assignment. Time missed due to any "on the job" injury is the responsibility of the Union. Contract Specialists will keep their existing agency-issued equipment, such as a laptop, for use in their role as a Contract Specialist, including time entry and receiving statewide employee emails. Contract Specialists who do not have agency-issued equipment will be provided a mechanism to complete time entry and receive statewide emails. The mechanism will be outlined in the contract specialist's individual agreement. While on this assignment, they will not perform regular agency work.
d. Where the Union has a designated Contract Specialist, the Agency shall pay up to eighty-five thousand dollars ($85,000) a year for the Contract Specialist's base salary. Any salary costs above eighty-five thousand dollars ($85,000) a 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.

Section 3. Travel and Reimbursements:

a. Time spent traveling on behalf of the Union during regularly scheduled hours shall be on Agency time. The Agency shall not be liable for overtime costs as a result of such travel.
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.

Section 4. Duties:

a. The Union, the Contract Specialist, DAS Labor Relations Unit, and Agency Human Resources staff shall work cooperatively when performing the following duties:
    1. Interpret and administer the Collective Bargaining Agreement.
    2. Education on the Collective Bargaining Agreement.
    3. Provide guidance in grievance and problem resolution.
    4. Improve steward capacity.
    5. Work toward consistent application of the Collective Bargaining Agreement.
    6. Provide guidance on developing and improving labor/management committees.
    7. Participate in new employee orientation as provided for in the Collective Bargaining Agreement.
    8. Attend labor/management committee meetings as a non-decision-making participant, unless it is a labor/management committee where the Contract Specialist has been elected/appointed.
b. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist.
c. The Contract Specialist shall not be assigned duties that involve the following: strike preparation, strike planning, strike coordination activities, interest arbitration preparation, process grievances, leading contract negotiations, acting in the role of a union steward, and participation and other actions taken by the Union in a legal forum.
d. Contract Specialists who remain in their official union delegate or board member role during their Contract Specialist assignment are required to use accrued leave or temporarily modify their schedule while performing official union delegate or board duties during their regularly scheduled hours.

Dispute Resolution:

Notwithstanding any agreements that include a grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there is 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, 2027 unless the Parties agree to extend or amend its provisions to continue it.

LETTER OF AGREEMENT 00.00-19-362

State Worker Training Fund

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).

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, safety and equity in the workplace

Therefore, the State of Oregon, along with participating union 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:

- Maintain a State Worker Training and Education Fund ("Oregon Union's State Worker Training and Education 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.

The State Worker Training Fund will deliver trainings and programs on:

- Uplift Oregon Benefits Workshop. All SEIU represented employees who are new to state service shall attend the Uplift Oregon Benefits Workshop within thirty (30) days of hire. Employees shall have access to the training within fourteen (14) days of hire, or before an employee completes their benefits enrollment documents. The Union shall have time allotted during the training to make a presentation for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information and distributing and collecting membership applications.
- 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 Union.

The State further agrees to obtain and provide such data as may be required by the Training Trust including, but not limited to, daily data feeds including employee name, employee identification number, job title, manager name, and termination date. DAS Labor Relations will provide, annually in July, an updated list of all agencies, boards and commissions included in the scope of the Trust, along with the agency director contact information, number of employees in agency, HR director, Finance Director (if applicable).

The Trust will produce an annual progress report beginning June 2021 that includes an operating plan for the upcoming year and a report back on the operating benchmarks and metrics for approval by the State's CCO and the Union's Executive Director.

LETTER OF AGREEMENT 00.00-19-369

ADA Accommodations

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).

The Americans with Disabilities Act (ADA) is a federal civil rights statute in place to remove barriers that prevent qualified people with disabilities from enjoying the same employment opportunities available to people without disabilities. As the Employer and the Union are both committed to people receiving the accommodations they need to be a successful employee, the Employer agrees to ensure that information regarding the ADA and any Agency-specific procedures for requesting reasonable accommodations is readily accessible to employees via the Agency's bulletin boards and/or public or intranet website

In addition,

- The Employer will acknowledge in writing all written requests for accommodations made under policy 50.020.10 within seven (7) calendar days of receiving them.
- At an employee's request, a steward may be present to support the employee at the interactive meeting.
- The Employer will review and respond to the ADA request in a timely manner. Once the Employer has received all of the necessary documentation relating to the ADA request, the Employer shall respond to the ADA request within thirty (30) calendar days. If an extension is needed, the Employer will notify the employee.
- In the event the Employer denies an ADA request, the Employer shall provide a written response that explains the reason for the denial.
- If an Agency does not adhere to the timelines required in the Letter of Agreement, an employee may utilize the grievance and arbitration procedure outlined in Article 21. Any other application of this LOA shall not be subject to the grievance and arbitration procedure, including the Agency's decision regarding the employee's specific ADA accommodation request.

LETTER OF AGREEMENT 00.00-21-399

Commercial Driver's License (CDL) Reimbursement - (OPRD)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Oregon Parks and Recreation Department (Agency) and the SEIU Local 503, OPEU (Union).

Employees who are required to hold a Commercial Driver's License (CDL) as part of their employment shall be reimbursed by the Agency up to one hundred dollars ($100) for CDL examination fees and renewal licensing fees.

This Letter of Agreement will sunset on June 30, 2027 unless mutually agreed to continue.

LETTER OF AGREEMENT 00.00-21-406

Commercial Drivers' License (CDL) Training (ODFW)

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Department of Fish and Wildlife (Agency) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to provide the ability for employees in CDL required positions to request a review of the CDL requirement.

Therefore, the Parties agree to the following:

1. A CDL driver who has not been assigned to drive a CDL vehicle for their work duties for a twenty-four (24) month period may request a review of their position requirement to have a CDL. Such request must be made in writing to the direct supervisor. A response to the request shall be provided to the employee in writing within ninety (90) calendar days.
2. CDL drivers that are in a position required to use a CDL who feel they are unable to safely operate a vehicle which requires a CDL shall report their concerns to their manager.

LETTER OF AGREEMENT 00.00-23-472

Job Interviews (Temporary Employees)

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).

Subject to the operation needs of the Agency, temporary employees may request to temporarily modify their work schedule within the workweek to interview for limited duration or permanent positions within the Agency or other State agencies. The temporary employee will provide their immediate supervisor with reasonable notice of the interview date and time and must receive advance approval to temporarily modify their work schedule for this purpose.

This Letter of Agreement is not subject to the grievance and arbitration procedure outlined in Article 21.

LETTER OF AGREEMENT 00.00-23-455

Footwear Reimbursement (AG)

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (Employer), on behalf of the Department of Agriculture (Agency), and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to acknowledge the need for internal processes and consistencies across programs for footwear reimbursements.

Therefore, the Parties agree to the following:

Labor Management Committees at the above agencies will have internal processes and consistencies across programs for footwear reimbursements as a standing agenda item until these goals are achieved.

LETTER OF AGREEMENT 00.00-23-456

Gender Discrimination and Sexual Harassment at ODF and OPRD

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Department of Forestry (Agency) and Oregon Parks and Recreation Department (OPRD), and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to acknowledge ongoing issues of sexual harassment and gender discrimination in the ODF and OPRD and a shared desire to eradicate such behavior.

Section 1. Anti-discrimination and anti-retaliation protections

1. The Employer agrees that all employees, regardless of gender identity, gender expression, or sexual orientation, have the right to a workplace free of discrimination, harassment, and retaliation.
2. The Employer shall enforce a strict anti-retaliation policy, ensuring that employees who report, witness, or participate in an investigation regarding gender discrimination or sexual harassment are protected from adverse employment actions.
3. Retaliation includes, but is not limited to, changes in work assignments, negative performance evaluations, unjustified disciplinary actions, and any form of workplace intimidation.
4. Any personnel action(s) involving an employee who has filed a discrimination or harassment complaint shall be subject to an automatic independent review by the agencies' Human Resources Office.

Section 2. Confidential Reporting Mechanism

A confidential reporting system will be available through DAS CHRO Investigations and the agency human resources department. Information on how to file a confidential report will be available to employees.

Section 3. Monitoring, Enforcement, and Continuous Improvement

The Employer shall submit an annual progress report to the Labor-Management Committee including key policy updates, complaint and resolution statistics, employee satisfaction surveys on workplace climate, and recommendations for continuous improvement.

LETTER OF AGREEMENT 00.00-23-457

Housing Review (OPRD, ODF)

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS) on behalf of the Oregon Parks and Recreation Department (OPRD) Oregon Department of Forestry (ODF), and the SEIU Local 503, OPEU (Union).

Both Parties recognize the challenge of recruiting and retaining seasonal staff members in geographic areas where housing options are limited. The purpose of this Agreement is to express a commitment to ongoing and open communication about the issue of housing for our seasonal employees.

The Parties agree to the following:

Oregon Parks and Recreation Department (OPRD) and Oregon Department of Forestry (ODF) will have the accessibility and affordability of Seasonal Housing as a standing agenda/discussion item at their individual agency LMC meetings. In addition, the Agency will report at each meeting on what steps the Agency is currently taking to find accessible and affordable housing for seasonal employees and answer any follow-up questions to the report.

Should either agency form an Agency-specific committee to explore accessible and affordable housing for employees, the Union shall appointment least one (1) member to that committee.

This Agreement will expire on June 30, 2027, unless extended by mutual agreement.

LETTER OF AGREEMENT 00.00-25-499

AI in the Workplace

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).

The Parties support technological advancement, recognizing that it is necessary to ensure that the needs of Oregonians are being addressed.

1. The Parties agree to a limited re-opener of the SEIU Collective Bargaining Agreement beginning on the Parties first meeting in September of 2025. The Parties shall use an expedited sixty (60) day bargaining process. The limited re-opener is specific to negotiating the SEIU Central Table Union Initial Proposal dated March 12, 2025.
2. The Agreement reached during the expedited bargaining process will be effective upon completion of the expedited bargaining process through June 30, 2027.

LETTER OF AGREEMENT 00.00-25-500

Employee Monitoring

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).

The Parties recognize that surveillance, monitoring, and data collection technologies can enhance workplace safety, security and operational efficiency, while also acknowledging the need to balance these benefits with the protection of employee privacy and working conditions.

Therefore, the Parties agree to the following:

The Employer shall notify the Union, the sublocal president and affected employees prior to implementing or modifying any employee monitoring, surveillance, or data collection technology. The notice shall include a description of the technology, its purpose and the data being collected.

LETTER OF AGREEMENT 00.00-25-501

Employee Resource Groups

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).

Employee Resource Groups help build community, promote cultural awareness, support professional growth and provide meaningful input to strengthen equity and belonging across the State.

The Parties agree to the following:

1. A joint labor-management committee will be established no later than January 1, 2026.
2. The joint labor-management committee will be tasked with gathering information and reviewing any existing employee resource groups, agency practices, and policies in order to provide recommendations to the DAS Chief Human Resource Office (CHRO) on creating a potential statewide policy governing Employee Resource Groups (ERGs).
3. The committee will submit recommendations for consideration to DAS CHRO no later than January 1, 2027.
4. The joint labor management committee shall be comprised of eight (8) members, with four (4) members appointed by the Union and four (4) management representatives. The committee will also include one (1) SEIU staff member and one (1) DAS State Labor Relations Manager. The Union and State may have additional staff work with the committee.
    a. The joint labor management committee shall meet on a schedule it chooses, but no less frequently than once per month.
    b. Committee 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.

LETTER OF AGREEMENT 00.00-25-502

Finalization Process

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).

Recognizing the large amount of work that finalizing the Collective Bargaining Agreement entails, the Union and the Employer commit to completing the finalization process in an expeditious manner. Prior to finalization of the Collective Bargaining Agreement, Parties are committed to providing resources to help bridge the information gap for employees and managers. The Employer will post all finalized Tentative Agreements within seven (7) calendar days after ratification on the DAS LRU website. DAS LRU and SEIU will schedule the first joint contract training within thirty (30) calendar days of ratification.

LETTER OF AGREEMENT 00.00-25-515

Incident Management Team – Review (ODF)

This Letter of Agreement is entered into between the State of Oregon, acting through Department of Administrative Services (Employer), on behalf of the Oregon Department of Forestry (Agency), and SEIU Local 503, OPEU (Union).

The Parties agree to the following:

1. Following completion of fire season and prior to December 31 of each year, management will meet with labor representatives at a scheduled Labor Management Committee meeting to debrief on the fire season and use of the IMT.
2. Agency management will provide, upon request, methods for IMT members to document qualifications and IMT experience.
3. The Agency will document the application and selection process for IMT membership.

LETTER OF AGREEMENT 00.00-25-504

Incident Management Team Pay Review

This Letter of Agreement is entered into between the State of Oregon, acting through Department of Administrative Services (Employer), and SEIU Local 503, OPEU (Union).

DAS will conduct an equal pay review of duties state employees' perform as part of an Incident Management Team in response to a wildland fire.

If the study pursuant to SB 494 overlaps with this review, the study will supersede this work.

This work will be completed by September 15, 2026.

This LOA sunsets September 16, 2026.

LETTER OF AGREEMENT 00.00-25-506

Structural Changes to Pay Practices

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

1. Based on the timeline set out in this LOA, the State will implement the following structural changes to the State's pay practices:
   a. The State will pay employees utilizing a lag period (rather than forecasting hours).
   b. The State will pay FLSA non-exempt employees on an hourly basis.
   c. The State will transition all employees to bi-weekly pay periods.
2. The current Workday configuration complies with the 2025-2027 Collective Bargaining Agreement for the duration of the Agreement.
3. During the term of the 2025-2027 contract, a joint labor-management advisory committee will be established to discuss and make recommendations to the Payroll Transformation Governance Committee. The advisory committee shall be comprised of ten (10) members, with four (4) SEIU represented employees appointed by the Union, four (4) management representatives, one (1) SEIU staff and one (1) DAS State Labor Relations Manager. The Union and State may have additional staff work with the committee as needed.
   a. The advisory committee shall meet on a schedule it chooses, but no less frequently than once per month.
   b. 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.
4. The advisory committee will be tasked with the following items:
   a. The committee will review the time entry interface and payslips, and make recommendations for user experience and clarity.
   b. The committee will preview and give feedback on the payroll training programs that are created for employees.
   c. The opportunity to participate as users to conduct testing during the testing phases of the project.
   d. Assist with planning, reviewing and advising on payroll related communications (including topics, types and frequency).
   e. Provide recommendations for employee payroll training (including topics, types and frequency), support, and technical assistance.
   f. Identify and create toolkits that include transition support resources available to employees at no cost, such as financial counseling services and planning resources.
   g. The advisory committee will develop a plan and recommended timeline for transitioning agencies whose workweek is not currently a Sunday to Saturday workweek to that workweek.
   h. The committee will identify the areas of the Collective Bargaining Agreement where the agreed upon structural changes are applied such as: pay dates, pay frequency, references to monthly salary versus hourly pay, deductions, leave accruals, holiday proration, union dues, PEBB contributions, etc. This list is not exhaustive and may be expanded as the contract is reviewed by the committee in preparation of implementing the structural changes. These recommendations will be shared with the union and state bargaining teams prior to the commencement of 2027-2029 successor negotiations.
5. The Transformation Project team will provide the following to the advisory committee:
   a. the list of finalized system requirements.
   b. monthly updates on project progress including, but not limited to: anticipated project schedule, milestones completed, and information on upcoming project work.
   c. Independent Quality Management Status (IQMS) reports on a regular basis, but no less than quarterly.
   d. Changes to Appendix A.
6. Timely and Accurate Pay:
   a. It is the Employer's responsibility to ensure timely and accurate pay.
   b. Employees are expected to prepare and present accurate and timely documentation of their time and attendance.
   c. Supervisors must review all entries on the employee's time record. The review should consider each time element reported as well as considering time elements not reported. If errors are detected on the time record, the supervisor must coordinate with the employee to correct the time record timely according to the payroll calendar.
   d. An FLSA non-exempt employee's FTE will remain the same with the transition from paying employees on a salaried basis to paying employees on an hourly basis.

e. All managers/supervisors will be required to take an initial live training with Q and A on payroll entry, payroll approval, and how to read paystubs. These trainings will have no more than one hundred (100) people per training. They will be offered regularly and on an ongoing basis. Current employees will have the option to take these training sessions and will be allowed to retake them. All new employees will receive the training.
f. All payroll staff will receive a live training to ensure that payroll is being handled in a standard way statewide. Answers to the most frequently asked questions that represented and supervisory staff ask will be included in this training. This FAQ will also be posted within the payroll system for employees to access.
g. Employees will receive an example paystub and training on how to read the paystub and how to enter their time.
h. There will be a payroll system assistance team accessible by phone and email that will provide support to phone calls and emails within twenty-four (24) hours.

7. Transition Support:
   a. For a limited period of six (6) months prior to the transition through six (6) months after the transition, employees may utilize their existing pre-retirement planning leave (Article 64) to participate in financial counseling through EAP or to make any necessary financial changes such as contacting debtors to adjust payment due dates or to make changes to current payroll deductions.
   b. During the transition period (one (1) month prior to the transition date to three (3) months after the transition date), the State will maintain a rapid payroll error response system. Underpayments will be resolved pursuant to Article 29, Section 11.
8. Transition timeline
   - July 1, 2027—Final Full Month Pay (for June 2027)
   - July 16, 2027—Pay Period (July 1 - July 3) Average 16 hours for M-F employee
   - July 30, 2027—Pay Period (July 4 - July 17) 80 hours for FT employee
   - August 13, 2027—Pay Period (July 18 - July 31) 80 hours for FT employee
   - August 27, 2027—Pay Period (August 1 – August 14) 80 hours for FT employee
   - September 10, 2027—Pay Period (August 15 – August 28) 80 hours for FT employee
   - September 24, 2027—Pay Period (August 29 – September 11) 80 hours for FT employee
   - October 8, 2027—Pay Period (Sep 12–Sep 25) 80 hours for FT employee
   - October 22, 2027—Pay Period (Sep 26–Oct 09) 80 hours for FT employee
   - November 05, 2027—Pay Period (Oct 10–Oct 23) 80 hours for FT employee
   - November 19, 2027—Pay Period (Oct 24–Nov 06) 80 hours for FT employee
   - December 03, 2027—Pay Period (Nov 07–Nov 20) 80 hours for FT employee
   - December 17, 2027—Pay Period (Nov 21–Dec 04) 80 hours for FT employee
   - December 31, 2027—Pay Period (Dec 05–Dec 18) 80 hours for FT employee

   If it is determined that the transition cannot occur within the timelines outlined above, the State will notify the Union of the delay as early as possible, but no later than four (4) months prior to July 1, 2027. The Parties will meet and discuss the new timeline.
9. Transition Support
   a. One-time allotment of paid leave:
      i. Eligible employees will be granted a one-time allotment of forty (40) hours of paid leave ninety (90) days prior to the implementation date of the payroll transition.
         1. Employees may choose to use the leave as paid time off or request to cash the leave out. Requests and approvals to use the paid time for leave purposes will follow all applicable contract language related to the use of vacation.
         2. Within nine (9) months of receiving the forty (40) hours of paid leave, employees may elect to cash the leave out in full or in smaller increments, not to exceed two (2) cashouts during the nine (9) month period.
         3. The forty (40) hours of paid leave will be given in a distinct bank of leave separate from an employee's vacation bank. The distinct bank of leave will not impact an employee's vacation accrual limit, the ability to carry vacation when transferring to another Agency or the amount of vacation an employee may cash out upon separation.
         4. All paid leave hours granted in this Agreement that are not used will be cashed out to the employee one year after they were granted.
   b. One-time payment:
      i. A one-time payment of one thousand and seven hundred ($1700) dollars will be issued to eligible employees. The one-time payment will be pro-rated for part-time and seasonal employees based on their FTE in the system.
      ii. Eligible employees will receive the one-time payment on the first (1st) paycheck issued on a bi-weekly basis, unless the first (1st) paycheck issued on a bi-weekly basis occurs after July 1, 2027. If the first (1st) paycheck issued on a bi-weekly basis occurs after July 1, 2027, the one-time payment will be issued on the last monthly paycheck in the 2025-2027 biennium.
      iii. Should the State provide any additional payments to any other State bargaining unit related to a grievance resolution over the Workday core calculation, the State shall extend such additional payments to SEIU members.
10. Transition details:
    a. An employee's hourly rate will be determined by the following: Monthly salary * 12/ 2080 hours= hourly rate of pay.
    b. Time entry in the system is intended for payroll and leave reporting purposes.

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APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES
SEIU LOCAL 503, OPEU – AS OF JULY 1, 2025

Classification	Salary Range
Accountant 1	23
Accountant 2	27
Accountant 3	30
Accounting Technician	19
Accounting Technician 1	13
Accounting Technician 2	17
Activities Coordinator	19T
Actuary	29
Administrative Law Judge 1	30
Administrative Law Judge 2	33
Administrative Law Judge 3	37
Administrative Specialist 1	17
Administrative Specialist 2	20
Adult Protective Service Specialist	25
Aerial Photographer	24
Agricultural Worker	8
Aircraft Pilot	27
Appraiser Analyst 1	18
Appraiser Analyst 2	25
Appraiser Analyst 3	28
Appraiser Analyst 4	31
Apprenticeship Representative	23
Architectural Consultant	29
Architectural Space Planner	25
Automotive Fleet Attendant	14
Automotive Service Technician	12
Automotive Technician 1	19
Automotive Technician 2	23
Behavior/Vocational Specialist 1	20
Behavior/Vocational Specialist 2	23
Behavioral Health Specialist 1	27T
Behavioral Health Specialist 2	29T
Behavioral Health Specialist 3	32T
Biological Science Assistant	12
Biological Technician	16
Business & Employment Specialist 1	19
Business & Employment Specialist 2	21
Business Enterprise Representative	18
Cancer Registry Specialist	21
Carpenter	22
Cartographer 1	17
Cartographer 2	21
Cartographer 3	23
Cartographic Program Specialist	25
Case Presenters	32
Certified Occupation Therapist Assistant	20T
Chaplain	24T
Chemist 1	24
Chemist 2	26
Chemist 3	29
Child Nutrition Specialist	28
Child Support Case Manager	21
Child Support Case Manager Entry	19
Child Support Specialist	23
Civil Engineering Specialist 1	25
Civil Engineering Specialist 2	27
Civil Engineering Specialist 3	30
Civil Rights Intake Officer	19
Civil Rights Investigator 1	23
Civil Rights Investigator 2	28
Claims Examiner (DOJ)	23
Claims Representative 1	22
Claims Representative 2	24
Client Care Surveyor	28
Clinical Dietician	23
Clinical Laboratory Scientist	24T
Clinical Psychologist 1	33T
Clinical Psychologist 2	36T
Clinical Psychologist 2 Forensic Evaluation Services (OSH) - Pay Option F	36T-F
Communicable Disease Analyst	22
Community Outreach Specialist	26
Compliance Specialist 1	21
Compliance Specialist 2	25
Compliance Specialist 3	29
Construction Inspector	27
Construction Project Manager 1	27
Construction Project Manager 2	30
Construction Project Manager 3	33
Cook	17
Cook 1	13
Custodial Services Coordinator	13
Custodian	10
Data Entry Control Technician	12I
Data Entry Operator	12
Dental Assistant 1	15T
Dental Assistant 2	20T
Dental Hygienist	29T
Diagnostician	21
Dietetic Technician	13
Dietitian 1	23
Dietitian 2	26
Disability Analyst 1	23
Disability Analyst 2	25

Disability Analyst/Entry	19
District Veterinarian	32
Diversion Specialist	23
Dormitory Counselor 1	16
Dormitory Counselor 2	20
Dormitory Counselor Entry	12
Economist 1	23
Economist 2	27
Economist 3	30
Economist 4	33
Education Program Specialist 1	30
Education Program Specialist 2	33
Electrician 1	22T
Electrician 2	26T
Electrician 3	28T
Electronic Publishing Design Specialist 1	17
Electronic Publishing Design Specialist 2	22
Electronic Publishing Design Specialist 3	24
Electronic Security Technician 1	24
Electronic Security Technician 2	26
Employment Adjudicator	23
Employment Appeals Board Legal Staff	29
Engineering Specialist 1	16
Engineering Specialist 2	21
Engineering Specialist 3	23
Engineering Technician 1	15
Engineering Technician 2	19
Engineering Technician 3	21
Environmental Engineer 1	26
Environmental Engineer 2	31
Environmental Engineer 3	34
Environmental Health Specialist 1	19
Environmental Health Specialist 2	24
Environmental Health Specialist 3	28
Environmental Program Coordinator 1	21
Environmental Program Coordinator 2	23
Epidemiologist 1	27
Epidemiologist 2	30
Epidemiologist 3	32
Equipment Operator	21
Executive Assistant	25
Executive Support Specialist 1	17
Executive Support Specialist 2	20
Facilities Engineer 1	27
Facilities Engineer 2	29
Facilities Engineer 3	33
Facility Energy Technician 1	18
Facility Energy Technician 2	22
Facility Energy Technician 3	26
Facility Energy Technician 4	29
Facility Maintenance Specialist	18
Facility Operations Specialist 1	24
Facility Operations Specialist 2	26
Field Burning Technician	14
Financial Enforcement Officer	32
Financial Examiner 1	24
Financial Examiner 2	27
Financial Examiner 3	30
Financial Investigator 1	26
Fiscal Analyst 1	23
Fiscal Analyst 2	27
Fiscal Analyst 3	30
Fiscal Auditor 1	23
Fiscal Auditor 2	26
Fiscal Auditor/Entry	18
Fish and Wildlife Technical Coordinator	21
Fish and Wildlife Technician	17
Fish and Wildlife Technician Entry	13
Fish and Wildlife Technician Senior	19
Food Service Worker	13T
Food Service Worker 1	8
Food Service Worker 2	10
Forest Crew Coordinator	19
Forest Lookout	11
Forest Management Technician	16
Forestry Nursery Technician	12
Forestry Nursery Worker 1	8
Forestry Nursery Worker 2	10
Forestry Nursery Worker 3	14
Forest Officer	23
Forest Officer Entry	19
General Maintenance Mechanic	21
Geologist 2	26
Geotechnical Drilling Specialist 1	14
Geotechnical Drilling Specialist 2	17
Governmental Auditor (Entry)	20
Governmental Auditor 1	24
Governmental Auditor 2	26
Governmental Auditor 3	29
Governmental Auditor 3 – IT Auditor	29A
Grounds Maintenance Worker 1	14
Grounds Maintenance Worker 2	17
Group Life Coordinator 1	15T
Group Life Coordinator 2	19T
Group Life Coordinator 3	21T
Hairdresser	14T
Health Care Investigator/Advisor Pay Option A	26

Health Care Investigator/Advisor RN - Pay Option B	26
Health Care Investigator/Advisor Dental Hygenist - Pay Option C	26
Health Care Investigator/Advisor Nurse Practitioner, Dentist - Pay Option D	26
Health Care Investigator/Advisor Pharmacist - Pay Option E	26
Health Information Specialist	18T
Health Services Technician	17T
Heavy Equipment Technician 1	23T
Heavy Equipment Technician 2	26B
Heavy Equipment Technician Entry	19
Human Services Assistant 1	12
Human Services Assistant 2	16
Human Services Case Manager	23S
Human Services Specialist 1	15
Human Services Specialist 2	17
Human Services Specialist 3	19
Human Services Specialist 4	22
Incident Response Operations Specialist	20
Industrial Hygienist 1	22
Industrial Hygienist 2	27
Industrial Hygienist 3	29
Industrial Hygienist 4	31
Information Systems Specialist 1	17I
Information Systems Specialist 2	21I
Information Systems Specialist 3	24I
Information Systems Specialist 4	25I
Information Systems Specialist 5	28I
Information Systems Specialist 6	29I
Information Systems Specialist 7	31I
Information Systems Specialist 8	34I
Institution Registered Nurse	28S
Insurance Examiner	30
Insurance Examiner Entry	26
Internal Auditor 1	24
Internal Auditor 2	28
Investigator 1	19
Investigator 2	23
Investigator 3	26
Investment Analyst 1	27
Investment Analyst 2	30
Investment Analyst 3	33
Investment Analyst Entry	23
Juvenile Probation/Social Services Officer/Juvenile Correction Counselor	24
Laboratory Technician 1	13
Laboratory Technician 2	19

Laborer/Student Worker	12
Law Clerk	16
Learning & Development Specialist 1	24
Learning & Development Specialist 2	28
Legal Secretary	18
Legal Staff	32
Librarian	26
Licensed Practical Nurse	22S
Livestock Brand Inspector	15
Loan Specialist 1	23
Loan Specialist 2	27
Loan Specialist 3	30
Machinist	26
Mail Delivery Driver	15
Mail Equipment Operator 1	12
Mail Equipment Operator 2	15
Mail Services Assistant	13
Manual Arts Instructor	17T
Medical Consultant	39
Medical Laboratory Technician 1	18
Medical Laboratory Technician 2	21
Medical Records Consultant	21
Medical Review Coordinator	28N
Medical Transcriptionist	14
Medical Transcriptionist 1	13
Mental Health Security Technician	17T
Mental Health Therapist 1	
Non-Strikeable Unit	17T
Strikeable Unit	18S
Mental Health Therapist 2	
Non-Strikeable Unit	19T
Strikeable Unit	20S
Mental Health Therapy Coordinator	
Non-Strikeable Unit	19B
Strikeable Unit	21S
Mental Health Therapy Shift Coordinator	
Non-Strikeable Unit	17B
Strikeable Unit	19S
Mental Health Therapy Technician	
Non-Strikeable Unit	15T
Strikeable Unit	16S
Metrologist	26
Microbiologist 1	23
Microbiologist 2	25
Microbiologist 3	28
Motor Carrier Enforcement Officer 1	21
Motor Carrier Enforcement Officer 2	24
Natural Resource Specialist 1	21
Natural Resource Specialist 2	24

APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES
SEIU LOCAL 503, OPEU – AS OF JULY 1, 2025

Natural Resource Specialist 3	27
Pay Option A	
Natural Resource Specialist 3	28
Hydrogeologist - Pay Option B	
Natural Resource Specialist 3	28
Registered Sanitarian - Pay Option D	
Natural Resource Specialist 4	30
Pay Option A	
Natural Resource Specialist 4	31
Hydrogeologist - Pay Option B	
Natural Resource Specialist 4	31
Toxicologist - Pay Option C	
Natural Resource Specialist 4	31
Registered Sanitarian - Pay Option D	
Natural Resource Specialist 5	32
Pay Option A	
Natural Resource Specialist 5	33
Nurse Practitioner	35T
Nutrition Consultant	29
Occupational Safety Specialist 1	22
Occupational Safety Specialist 2	27
Occupational Safety Specialist 3	29
Occupational Therapist	32T
Office Assistant 1	8
Office Assistant 2	10
Office Coordinator	15
Office Specialist 1	13
Office Specialist 2	15
Operations & Policy Analyst 1	23
Operations & Policy Analyst 2	27
Operations & Policy Analyst 3	30
Operations & Policy Analyst 4	32
Painter	22
Paralegal	26
Park Ranger 1	18P
Park Ranger 2	20
Park Ranger 3	22
Park Ranger Assistant	12
Park Specialist	17
Parking Services Representative	14
Parts Specialist 1	15
Parts Specialist 2	20
Payroll Analyst	21
Pharmacist	39T
Pharmacist 1	39
Pharmacist 2	41T
Pharmacist Resident	23Q
Pharmacy Clerk & Technician 1	13T
Pharmacy Clerk & Technician 2	16T
Pharmacy Clerk & Technician 3	17T
Pharmacy Technician 2	16
Physical Therapist	32T
Physical Therapy Assistant	21
Physical/Electronic Security Technician	20
Physical/Electronic Security Technician 2	22
Physical/Electronic Security Technician 3	24
Physician's Assistant	33
Planner 1	23
Planner 2	27
Planner 3	30
Planner 4	32
Plasterer	22
Plumber	24
Preadmissions Screening Specialist	24
Print Services Technician	16
Printing Production Coordinator	23
Procurement & Contract Specialist 1	23
Procurement & Contract Specialist 2	27
Procurement & Contract Specialist 3	29
Procurement And Contract Assistant	19
Program Analyst 1	23
Program Analyst 2	27
Program Analyst 3	29
Program Analyst 4	31
Project Manager 1	27
Project Manager 2	30
Project Manager 3	32
Psychiatric Social Worker	33Q
Public Affairs Specialist 1	25
Public Affairs Specialist 2	29
Public Affairs Specialist 3	31
Public Benefits Specialist	20Q
Public Benefits Specialist, Entry	16Q
Public Benefits Specialist, Senior	23S
Public Health Educator 1	24
Public Health Educator 2	26
Public Health Nurse 1	28
Public Health Nurse 2	28N
Public Health Toxicologist 1	29
Public Health Toxicologist 2	30
Public Health Veterinarian	30
Public Service Representative 1	9
Public Service Representative 2	13
Public Service Representative 3	15
Public Service Representative 4	20
Publications Editor	21
Radiologic Technologist	25T

APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES
SEIU LOCAL 503, OPEU – AS OF JULY 1, 2025

Rehabilitation Industries Rep	19
Rehabilitation Instructor For The Blind	23
Rehabilitation Instructor For The Blind (Entry)	21
Rehabilitation Therapist	24T
Research Analyst 1	19
Research Analyst 2	23
Research Analyst 3	26
Research Analyst 4	30
Retirement Counselor 1	20
Retirement Counselor 2	22
Revenue Agent 1	17
Revenue Agent 2	19
Revenue Agent 3	21
Safety Specialist 1	23
Safety Specialist 2	27
Scientific Instrument Technician	21
Seamster	15T
Securities Examiner	30
Securities Examiner/Entry	21
Shipping Point Inspector 1	15
Shipping Point Inspector 2	17
Sign Technician 1	19
Sign Technician 2	21
Sign Technician Entry	15
Social Service Assistant	19
Social Service Specialist 1	25
Social Service Specialist/Entry	21
Social Services Specialist 2	27
Speech/Language Pathologist	27
Staff Development Nurse	26
State Library Specialist 1	13
State Library Specialist 2	18
State Procurement Analyst	30
Student Human Service Worker	11T
Student Office Worker	8
Student Professional/Technical Worker	11
Student/Professional Forester Worker	11
Supply Specialist 1	15
Supply Specialist 2	20
Tax Auditor 1	25
Tax Auditor 2	28
Tax Auditor/Entry	20
Teaching Assistant	15
Test Coordinator	16T
Traffic Survey Interviewer	8
Transportation Maintenance Coordinator	22
Transportation Maintenance Coordinator 1	21
Transportation Maintenance Specialist 1	18
Transportation Maintenance Specialist 2	20
Transportation Maintenance Specialist Entry	14B
Transportation Operations Specialist	20
Transportation Services Office Leader	21
Transportation Services Representative 1	18
Transportation Services Representative 2	20
Transportation Telecommunications Specialist 1	20
Transportation Telecommunications Specialist 2	22
Transporter	11B
Transporting Mental Health Aide	17T
Truck Driver 1	17
Truck Driver 2	20
Veterans Benefit Consultant	21
Veterans Service Officer	23
Veterans Service Officer Entry	19
Veterans Trust Officer	23
Video Producer	28
Vocational Rehabilitation Counselor	25
Vocational Rehabilitation Counselor Entry	20
Vocational Rehabilitation Evaluation Center Registered Nurse	22
Vocational Rehabilitation Specialist	26
Wage/Hour Compliance Specialist	23
Water Resource Data Technician 1	19
Water Resource Data Technician 2	21
Welder 1	20
Welder 2	24
Wildland Fire Dispatcher	15
Wildland Fire Dispatcher 1	20
Wildland Fire Dispatcher 2	22
Wildland Fire Dispatcher Entry	16
Wildland Fire Suppression Specialist	17
Wildland Fire Suppression Specialist Entry	13
Word Processing Technician 1	12
Word Processing Technician 2	14
Word Processing Technician 3	16
Youth Corrections Unit Coordinator	23T

APPENDIX C – SALARY SCHEDULES – STRIKEABLE UNIT

SALARY SCHEDULE AS OF JULY 1, 2025

Salary Range	Pay Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
8	A										3,651
9	A									3,651	3,785
10	A								3,651	3,785	3,952
11	A							3,651	3,785	3,952	4,118
11B	A							3,651	3,785	3,952	4,118
11T	A									3,952	4,118
12	A						3,651	3,785	3,952	4,118	4,300
12	I						3,651	3,785	3,952	4,128	4,317
13	A					3,651	3,785	3,952	4,118	4,300	4,499
13T	A							3,952	4,118	4,300	4,499
14	A				3,651	3,785	3,952	4,118	4,300	4,499	4,715
14B	A							4,118	4,300	4,499	4,715
14T	A									4,499	4,715
15	A			3,651	3,785	3,952	4,118	4,300	4,499	4,715	4,943
15T	A					3,952	4,118	4,300	4,499	4,715	4,943
16	A			3,785	3,952	4,118	4,300	4,499	4,715	4,943	5,169
16S	A					4,290	4,492	4,707	4,922	5,160	5,408
16T	A					4,118	4,300	4,499	4,715	4,943	5,169
17	A			3,952	4,118	4,300	4,499	4,715	4,943	5,169	5,419
17T	A					4,300	4,499	4,715	4,943	5,169	5,419
17	I			4,086	4,269	4,463	4,675	4,892	5,120	5,358	5,608
18	A			4,118	4,300	4,499	4,715	4,943	5,169	5,419	5,695
18P	A				4,300	4,499	4,715	4,943	5,169	5,419	5,681
18S	A					4,707	4,922	5,160	5,408	5,667	5,931
18T	A					4,499	4,715	4,943	5,169	5,419	5,695
19	A			4,300	4,499	4,715	4,943	5,169	5,419	5,695	5,965
19S	A			4,330	4,535	4,755	4,975	5,217	5,464	5,725	6,005
19T	A					4,715	4,943	5,169	5,419	5,695	5,965
20	A			4,499	4,715	4,943	5,169	5,419	5,695	5,965	6,245
20S	A					5,160	5,408	5,667	5,931	6,211	6,505
20T	A					4,943	5,169	5,419	5,695	5,965	6,245
21	A			4,715	4,943	5,169	5,419	5,695	5,965	6,245	6,549
21S	A					5,217	5,464	5,725	6,005	6,299	6,609
21	I			4,767	4,988	5,223	5,468	5,725	5,998	6,278	6,574
22	A	4,499	4,715	4,943	5,169	5,419	5,695	5,965	6,245	6,549	6,866
22T	A				5,169	5,419	5,695	5,965	6,245	6,549	6,866
22Q	A		4,715	4,943	5,169	5,419	5,695	5,965	6,245	6,549	6,866
22S	A						5,958	6,233	6,505	6,819	7,146
23	A	4,715	4,943	5,169	5,419	5,695	5,965	6,245	6,549	6,866	7,206
23T	A					5,893	6,175	6,470	6,783	7,105	7,441
23Q	A			5,169	5,419	5,695	5,965	6,245	6,549	6,866	7,206
24	A	4,943	5,169	5,419	5,695	5,965	6,245	6,549	6,866	7,206	7,562
24T	A			5,419	5,695	5,965	6,245	6,549	6,866	7,206	7,562
24	I	4,979	5,217	5,463	5,712	5,986	6,265	6,558	6,864	7,186	7,521
25	A	5,169	5,419	5,695	5,965	6,245	6,549	6,866	7,206	7,562	7,923
25T	A			5,695	5,965	6,245	6,549	6,866	7,206	7,562	7,923
25	I	5,404	5,654	5,917	6,198	6,490	6,793	7,110	7,448	7,801	8,167
26	A	5,419	5,695	5,965	6,245	6,549	6,866	7,206	7,562	7,923	8,314

26B	A					6,549	6,866	7,206	7,562	7,923	8,303
26T	A				6,245	6,549	6,866	7,206	7,562	7,923	8,314
26	B	7,666	8,027	8,409	8,811	9,225	9,667	10,172	10,604	11,108	11,636
26	C	5,965	6,245	6,549	6,866	7,206	7,562	7,923	8,303	8,693	9,104
26	D	6,549	6,866	7,206	7,562	7,923	8,314	8,713	9,130	9,570	10,032
26	E	10,066	10,545	11,065	11,622	12,187	12,785	13,419	14,081	14,774	15,503
27	A	5,695	5,965	6,245	6,549	6,866	7,206	7,562	7,923	8,314	8,713
27T	A			6,245	6,549	6,866	7,206	7,562	7,923	8,314	8,713
28	A	5,965	6,245	6,549	6,866	7,206	7,562	7,923	8,314	8,713	9,143
28N	A	7,666	8,027	8,409	8,811	9,225	9,667	10,172	10,604	11,108	11,636
28S	A			8,409	8,811	9,225	9,667	10,172	10,604	11,108	11,636
28T	A				6,866	7,206	7,562	7,923	8,314	8,713	9,143
28	B	5,981	6,263	6,557	6,877	7,210	7,566	7,940	8,319	8,730	9,148
28	D	5,965	6,245	6,549	6,866	7,207	7,562	7,923	8,314	8,713	9,143
28	I	6,031	6,317	6,610	6,920	7,249	7,590	7,946	8,317	8,709	9,115
29	A	6,245	6,549	6,866	7,206	7,562	7,923	8,314	8,713	9,143	9,588
29A	A	6,870	7,205	7,557	7,925	8,312	8,717	9,143	9,588	10,057	10,547
29T	A			6,866	7,206	7,562	7,923	8,314	8,713	9,143	9,588
29	I	6,448	6,752	7,070	7,402	7,753	8,116	8,499	8,903	9,323	9,765
30	A	6,549	6,866	7,206	7,562	7,923	8,314	8,713	9,143	9,588	10,066
31	A	6,866	7,206	7,562	7,923	8,314	8,713	9,143	9,588	10,066	10,545
31T	A			7,562	7,923	8,314	8,713	9,143	9,588	10,066	10,545
31	B	6,877	7,210	7,566	7,940	8,319	8,730	9,148	9,600	10,069	10,569
31	C	6,866	7,206	7,562	7,923	8,314	8,713	9,143	9,588	10,066	10,545
31	D	6,866	7,206	7,562	7,923	8,314	8,713	9,143	9,588	10,066	10,545
31	I	7,144	7,478	7,827	8,196	8,585	8,986	9,409	9,853	10,316	10,800
32	A	7,206	7,562	7,923	8,314	8,713	9,143	9,588	10,066	10,545	11,065
32T	A			7,923	8,314	8,713	9,143	9,588	10,066	10,545	11,065
33	A	7,562	7,923	8,314	8,713	9,143	9,588	10,066	10,545	11,065	11,622
33T	A							10,066	10,545	11,065	11,622
33Q	A			8,314	8,713	9,143	9,588	10,066	10,545	11,065	11,622
33	B	7,566	7,940	8,319	8,730	9,148	9,600	10,069	10,569	11,073	11,622
34	I	8,147	8,531	8,935	9,355	9,794	10,261	10,743	11,250	11,780	12,336
35T	A			9,143	9,588	10,066	10,545	11,065	11,622	12,187	12,785
36T	A							11,622	12,187	12,785	13,430
36T	F							12,552	13,162	13,808	14,505
37	A	9,143	9,588	10,066	10,545	11,065	11,622	12,187	12,785	13,419	14,081
39	A	10,066	10,545	11,065	11,622	12,187	12,785	13,419	14,081	14,774	15,503
39T	A			11,065	11,622	12,187	12,785	13,419	14,081	14,774	15,503
41T	A			12,187	12,785	13,419	14,081	14,774	15,503	16,269	17,074

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.

APPENDIX C – SALARY SCHEDULES – STRIKEABLE UNIT

SALARY SCHEDULE AS OF FEBRUARY 1, 2026

Salary Range	Pay Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
8	A										3,742
9	A									3,742	3,880
10	A								3,742	3,880	4,051
11	A							3,742	3,880	4,051	4,221
11B	A							3,742	3,880	4,051	4,221
11T	A									4,051	4,221
12	A						3,742	3,880	4,051	4,221	4,408
12	I						3,742	3,880	4,051	4,231	4,425
13	A					3,742	3,880	4,051	4,221	4,408	4,611
13T	A							4,051	4,221	4,408	4,611
14	A				3,742	3,880	4,051	4,221	4,408	4,611	4,833
14B	A							4,221	4,408	4,611	4,833
14T	A									4,611	4,833
15	A			3,742	3,880	4,051	4,221	4,408	4,611	4,833	5,067
15T	A					4,051	4,221	4,408	4,611	4,833	5,067
16	A			3,880	4,051	4,221	4,408	4,611	4,833	5,067	5,298
16S	A					4,397	4,604	4,825	5,045	5,289	5,543
16T	A					4,221	4,408	4,611	4,833	5,067	5,298
17	A			4,051	4,221	4,408	4,611	4,833	5,067	5,298	5,554
17T	A					4,408	4,611	4,833	5,067	5,298	5,554
17	I			4,188	4,376	4,575	4,792	5,014	5,248	5,492	5,748
18	A			4,221	4,408	4,611	4,833	5,067	5,298	5,554	5,837
18P	A				4,408	4,611	4,833	5,067	5,298	5,554	5,823
18S	A					4,825	5,045	5,289	5,543	5,809	6,079
18T	A					4,611	4,833	5,067	5,298	5,554	5,837
19	A			4,408	4,611	4,833	5,067	5,298	5,554	5,837	6,114
19S	A			4,438	4,648	4,874	5,099	5,347	5,601	5,868	6,155
19T	A					4,833	5,067	5,298	5,554	5,837	6,114
20	A			4,611	4,833	5,067	5,298	5,554	5,837	6,114	6,401
20S	A					5,289	5,543	5,809	6,079	6,366	6,668
20T	A					5,067	5,298	5,554	5,837	6,114	6,401
21	A			4,833	5,067	5,298	5,554	5,837	6,114	6,401	6,713
21S	A					5,347	5,601	5,868	6,155	6,456	6,774
21	I			4,886	5,113	5,354	5,605	5,868	6,148	6,435	6,738
22	A	4,611	4,833	5,067	5,298	5,554	5,837	6,114	6,401	6,713	7,038
22T	A				5,298	5,554	5,837	6,114	6,401	6,713	7,038
22Q	A		4,833	5,067	5,298	5,554	5,837	6,114	6,401	6,713	7,038
22S	A						6,107	6,389	6,668	6,989	7,325
23	A	4,833	5,067	5,298	5,554	5,837	6,114	6,401	6,713	7,038	7,386
23T	A					6,040	6,329	6,632	6,953	7,283	7,627
23Q	A			5,298	5,554	5,837	6,114	6,401	6,713	7,038	7,386
24	A	5,067	5,298	5,554	5,837	6,114	6,401	6,713	7,038	7,386	7,751
24T	A			5,554	5,837	6,114	6,401	6,713	7,038	7,386	7,751
24	I	5,103	5,347	5,600	5,855	6,136	6,422	6,722	7,036	7,366	7,709
25	A	5,298	5,554	5,837	6,114	6,401	6,713	7,038	7,386	7,751	8,121
25T	A			5,837	6,114	6,401	6,713	7,038	7,386	7,751	8,121
25	I	5,539	5,795	6,065	6,353	6,652	6,963	7,288	7,634	7,996	8,371
26	A	5,554	5,837	6,114	6,401	6,713	7,038	7,386	7,751	8,121	8,522

26B	A					6,713	7,038	7,386	7,751	8,121	8,511
26T	A				6,401	6,713	7,038	7,386	7,751	8,121	8,522
26	B	7,858	8,228	8,619	9,031	9,456	9,909	10,426	10,869	11,386	11,927
26	C	6,114	6,401	6,713	7,038	7,386	7,751	8,121	8,511	8,910	9,332
26	D	6,713	7,038	7,386	7,751	8,121	8,522	8,931	9,358	9,809	10,283
26	E	10,318	10,809	11,342	11,913	12,492	13,105	13,754	14,433	15,143	15,891
27	A	5,837	6,114	6,401	6,713	7,038	7,386	7,751	8,121	8,522	8,931
27T	A			6,401	6,713	7,038	7,386	7,751	8,121	8,522	8,931
28	A	6,114	6,401	6,713	7,038	7,386	7,751	8,121	8,522	8,931	9,372
28N	A	7,858	8,228	8,619	9,031	9,456	9,909	10,426	10,869	11,386	11,927
28S	A			8,619	9,031	9,456	9,909	10,426	10,869	11,386	11,927
28T	A				7,038	7,386	7,751	8,121	8,522	8,931	9,372
28	B	6,131	6,420	6,721	7,049	7,390	7,755	8,139	8,527	8,948	9,377
28	D	6,114	6,401	6,713	7,038	7,387	7,751	8,121	8,522	8,931	9,372
28	I	6,182	6,475	6,775	7,093	7,430	7,780	8,145	8,525	8,927	9,343
29	A	6,401	6,713	7,038	7,386	7,751	8,121	8,522	8,931	9,372	9,828
29A	A	7,042	7,385	7,746	8,123	8,520	8,935	9,372	9,828	10,308	10,811
29T	A			7,038	7,386	7,751	8,121	8,522	8,931	9,372	9,828
29	I	6,609	6,921	7,247	7,587	7,947	8,319	8,711	9,126	9,556	10,009
30	A	6,713	7,038	7,386	7,751	8,121	8,522	8,931	9,372	9,828	10,318
31	A	7,038	7,386	7,751	8,121	8,522	8,931	9,372	9,828	10,318	10,809
31T	A			7,751	8,121	8,522	8,931	9,372	9,828	10,318	10,809
31	B	7,049	7,390	7,755	8,139	8,527	8,948	9,377	9,840	10,321	10,833
31	C	7,038	7,386	7,751	8,121	8,522	8,931	9,372	9,828	10,318	10,809
31	D	7,038	7,386	7,751	8,121	8,522	8,931	9,372	9,828	10,318	10,809
31	I	7,323	7,665	8,023	8,401	8,800	9,211	9,644	10,099	10,574	11,070
32	A	7,386	7,751	8,121	8,522	8,931	9,372	9,828	10,318	10,809	11,342
32T	A			8,121	8,522	8,931	9,372	9,828	10,318	10,809	11,342
33	A	7,751	8,121	8,522	8,931	9,372	9,828	10,318	10,809	11,342	11,913
33T	A							10,318	10,809	11,342	11,913
33Q	A			8,522	8,931	9,372	9,828	10,318	10,809	11,342	11,913
33	B	7,755	8,139	8,527	8,948	9,377	9,840	10,321	10,833	11,350	11,913
34	I	8,351	8,744	9,158	9,589	10,039	10,518	11,012	11,531	12,075	12,644
35T	A			9,372	9,828	10,318	10,809	11,342	11,913	12,492	13,105
36T	A							11,913	12,492	13,105	13,766
36T	F							12,866	13,491	14,153	14,868
37	A	9,372	9,828	10,318	10,809	11,342	11,913	12,492	13,105	13,754	14,433
39	A	10,318	10,809	11,342	11,913	12,492	13,105	13,754	14,433	15,143	15,891
39T	A			11,342	11,913	12,492	13,105	13,754	14,433	15,143	15,891
41T	A			12,492	13,105	13,754	14,433	15,143	15,891	16,676	17,501

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.

APPENDIX C – SALARY SCHEDULES – STRIKEABLE UNIT

SALARY SCHEDULE AS OF JANUARY 1, 2027

Salary Range	Pay Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
8	A										3,892
9	A									3,892	4,035
10	A								3,892	4,035	4,213
11	A							3,892	4,035	4,213	4,390
11B	A							3,892	4,035	4,213	4,390
11T	A									4,213	4,390
12	A						3,892	4,035	4,213	4,390	4,584
12	I						3,892	4,035	4,213	4,400	4,602
13	A					3,892	4,035	4,213	4,390	4,584	4,795
13T	A							4,213	4,390	4,584	4,795
14	A				3,892	4,035	4,213	4,390	4,584	4,795	5,026
14B	A							4,390	4,584	4,795	5,026
14T	A									4,795	5,026
15	A			3,892	4,035	4,213	4,390	4,584	4,795	5,026	5,270
15T	A					4,213	4,390	4,584	4,795	5,026	5,270
16	A			4,035	4,213	4,390	4,584	4,795	5,026	5,270	5,510
16S	A					4,573	4,788	5,018	5,247	5,501	5,765
16T	A					4,390	4,584	4,795	5,026	5,270	5,510
17	A			4,213	4,390	4,584	4,795	5,026	5,270	5,510	5,776
17T	A					4,584	4,795	5,026	5,270	5,510	5,776
17	I			4,356	4,551	4,758	4,984	5,215	5,458	5,712	5,978
18	A			4,390	4,584	4,795	5,026	5,270	5,510	5,776	6,070
18P	A				4,584	4,795	5,026	5,270	5,510	5,776	6,056
18S	A					5,018	5,247	5,501	5,765	6,041	6,322
18T	A					4,795	5,026	5,270	5,510	5,776	6,070
19	A			4,584	4,795	5,026	5,270	5,510	5,776	6,070	6,359
19S	A			4,616	4,834	5,069	5,303	5,561	5,825	6,103	6,401
19T	A					5,026	5,270	5,510	5,776	6,070	6,359
20	A			4,795	5,026	5,270	5,510	5,776	6,070	6,359	6,657
20S	A					5,501	5,765	6,041	6,322	6,621	6,935
20T	A					5,270	5,510	5,776	6,070	6,359	6,657
21	A			5,026	5,270	5,510	5,776	6,070	6,359	6,657	6,982
21S	A					5,561	5,825	6,103	6,401	6,714	7,045
21	I			5,081	5,318	5,568	5,829	6,103	6,394	6,692	7,008
22	A	4,795	5,026	5,270	5,510	5,776	6,070	6,359	6,657	6,982	7,320
22T	A				5,510	5,776	6,070	6,359	6,657	6,982	7,320
22Q	A		5,026	5,270	5,510	5,776	6,070	6,359	6,657	6,982	7,320
22S	A						6,351	6,645	6,935	7,269	7,618
23	A	5,026	5,270	5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681
23T	A					6,282	6,582	6,897	7,231	7,574	7,932
23Q	A			5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681
24	A	5,270	5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681	8,061
24T	A			5,776	6,070	6,359	6,657	6,982	7,320	7,681	8,061
24	I	5,307	5,561	5,824	6,089	6,381	6,679	6,991	7,317	7,661	8,017
25	A	5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681	8,061	8,446
25T	A			6,070	6,359	6,657	6,982	7,320	7,681	8,061	8,446
25	I	5,761	6,027	6,308	6,607	6,918	7,242	7,580	7,939	8,316	8,706
26	A	5,776	6,070	6,359	6,657	6,982	7,320	7,681	8,061	8,446	8,863

26B	A					6,982	7,320	7,681	8,061	8,446	8,851
26T	A				6,657	6,982	7,320	7,681	8,061	8,446	8,863
26	B	8,172	8,557	8,964	9,392	9,834	10,305	10,843	11,304	11,841	12,404
26	C	6,359	6,657	6,982	7,320	7,681	8,061	8,446	8,851	9,266	9,705
26	D	6,982	7,320	7,681	8,061	8,446	8,863	9,288	9,732	10,201	10,694
26	E	10,731	11,241	11,796	12,390	12,992	13,629	14,304	15,010	15,749	16,527
27	A	6,070	6,359	6,657	6,982	7,320	7,681	8,061	8,446	8,863	9,288
27T	A			6,657	6,982	7,320	7,681	8,061	8,446	8,863	9,288
28	A	6,359	6,657	6,982	7,320	7,681	8,061	8,446	8,863	9,288	9,747
28N	A	8,172	8,557	8,964	9,392	9,834	10,305	10,843	11,304	11,841	12,404
28S	A			8,964	9,392	9,834	10,305	10,843	11,304	11,841	12,404
28T	A				7,320	7,681	8,061	8,446	8,863	9,288	9,747
28	B	6,376	6,677	6,990	7,331	7,686	8,065	8,465	8,868	9,306	9,752
28	D	6,359	6,657	6,982	7,320	7,682	8,061	8,446	8,863	9,288	9,747
28	I	6,429	6,734	7,046	7,377	7,727	8,091	8,471	8,866	9,284	9,717
29	A	6,657	6,982	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221
29A	A	7,324	7,680	8,056	8,448	8,861	9,292	9,747	10,221	10,720	11,243
29T	A			7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221
29	I	6,873	7,198	7,537	7,890	8,265	8,652	9,059	9,491	9,938	10,409
30	A	6,982	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731
31	A	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241
31T	A			8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241
31	B	7,331	7,686	8,065	8,465	8,868	9,306	9,752	10,234	10,734	11,266
31	C	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241
31	D	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241
31	I	7,616	7,972	8,344	8,737	9,152	9,579	10,030	10,503	10,997	11,513
32	A	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241	11,796
32T	A			8,446	8,863	9,288	9,747	10,221	10,731	11,241	11,796
33	A	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241	11,796	12,390
33T	A							10,731	11,241	11,796	12,390
33Q	A			8,863	9,288	9,747	10,221	10,731	11,241	11,796	12,390
33	B	8,065	8,465	8,868	9,306	9,752	10,234	10,734	11,266	11,804	12,390
34	I	8,685	9,094	9,524	9,973	10,441	10,939	11,452	11,992	12,558	13,150
35T	A			9,747	10,221	10,731	11,241	11,796	12,390	12,992	13,629
36T	A							12,390	12,992	13,629	14,317
36T	F							13,381	14,031	14,719	15,463
37	A	9,747	10,221	10,731	11,241	11,796	12,390	12,992	13,629	14,304	15,010
39	A	10,731	11,241	11,796	12,390	12,992	13,629	14,304	15,010	15,749	16,527
39T	A			11,796	12,390	12,992	13,629	14,304	15,010	15,749	16,527
41T	A			12,992	13,629	14,304	15,010	15,749	16,527	17,343	18,201

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.

APPENDIX C – SALARY SCHEDULES – STRIKEABLE UNIT

SALARY SCHEDULE AS OF FEBRUARY 1, 2027												
Salary Range	Pay Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
08	A										3,892	4,035
09	A									3,892	4,035	4,213
10	A								3,892	4,035	4,213	4,390
11	A							3,892	4,035	4,213	4,390	4,584
11B	A							3,892	4,035	4,213	4,390	4,584
11T	A									4,213	4,390	4,584
12	A						3,892	4,035	4,213	4,390	4,584	4,795
12	I						3,892	4,035	4,213	4,400	4,602	4,799
13	A					3,892	4,035	4,213	4,390	4,584	4,795	5,026
13T	A							4,213	4,390	4,584	4,795	5,026
14	A				3,892	4,035	4,213	4,390	4,584	4,795	5,026	5,270
14B	A							4,390	4,584	4,795	5,026	5,270
14T	A									4,795	5,026	5,270
15	A			3,892	4,035	4,213	4,390	4,584	4,795	5,026	5,270	5,510
15T	A					4,213	4,390	4,584	4,795	5,026	5,270	5,510
16	A			4,035	4,213	4,390	4,584	4,795	5,026	5,270	5,510	5,776
16S	A					4,573	4,788	5,018	5,247	5,501	5,765	6,038
16T	A					4,390	4,584	4,795	5,026	5,270	5,510	5,776
17	A			4,213	4,390	4,584	4,795	5,026	5,270	5,510	5,776	6,070
17T	A					4,584	4,795	5,026	5,270	5,510	5,776	6,070
17	I			4,356	4,551	4,758	4,984	5,215	5,458	5,712	5,978	6,255
18	A			4,390	4,584	4,795	5,026	5,270	5,510	5,776	6,070	6,359
18P	A				4,584	4,795	5,026	5,270	5,510	5,776	6,056	6,344
18S	A					5,018	5,247	5,501	5,765	6,041	6,322	6,621
18T	A					4,795	5,026	5,270	5,510	5,776	6,070	6,359
19	A			4,584	4,795	5,026	5,270	5,510	5,776	6,070	6,359	6,657
19S	A			4,616	4,834	5,069	5,303	5,561	5,825	6,103	6,401	6,707
19T	A					5,026	5,270	5,510	5,776	6,070	6,359	6,657
20	A			4,795	5,026	5,270	5,510	5,776	6,070	6,359	6,657	6,982
20S	A					5,501	5,765	6,041	6,322	6,621	6,935	7,264
20T	A					5,270	5,510	5,776	6,070	6,359	6,657	6,982
21	A			5,026	5,270	5,510	5,776	6,070	6,359	6,657	6,982	7,320
21S	A					5,561	5,825	6,103	6,401	6,714	7,045	7,386
21	I			5,081	5,318	5,568	5,829	6,103	6,394	6,692	7,008	7,337
22	A	4,795	5,026	5,270	5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681
22T	A				5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681
22Q	A		5,026	5,270	5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681
22S	A						6,351	6,645	6,935	7,269	7,618	7,972
23	A	5,026	5,270	5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681	8,061
23T	A					6,282	6,582	6,897	7,231	7,574	7,932	8,311
23Q	A			5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681	8,061
24	A	5,270	5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681	8,061	8,446
24T	A			5,776	6,070	6,359	6,657	6,982	7,320	7,681	8,061	8,446

APPENDIX C – SALARY SCHEDULES – STRIKEABLE UNIT

24	I	5,307	5,561	5,824	6,089	6,381	6,679	6,991	7,317	7,661	8,017	8,393
25	A	5,510	5,776	6,070	6,359	6,657	6,982	7,320	7,681	8,061	8,446	8,863
25T	A			6,070	6,359	6,657	6,982	7,320	7,681	8,061	8,446	8,863
25	I	5,761	6,027	6,308	6,607	6,918	7,242	7,580	7,939	8,316	8,706	9,115
26	A	5,776	6,070	6,359	6,657	6,982	7,320	7,681	8,061	8,446	8,863	9,228
26B	A					6,982	7,320	7,681	8,061	8,446	8,851	9,281
26T	A				6,657	6,982	7,320	7,681	8,061	8,446	8,863	9,228
26	B	8,172	8,557	8,964	9,392	9,834	10,305	10,843	11,304	11,841	12,404	12,993
26	C	6,359	6,657	6,982	7,320	7,681	8,061	8,446	8,851	9,266	9,705	10,172
26	D	6,982	7,320	7,681	8,061	8,446	8,863	9,288	9,732	10,201	10,694	11,213
26	E	10,731	11,241	11,796	12,390	12,992	13,629	14,304	15,010	15,749	16,527	17,339
27	A	6,070	6,359	6,657	6,982	7,320	7,681	8,061	8,446	8,863	9,288	9,747
27T	A			6,657	6,982	7,320	7,681	8,061	8,446	8,863	9,288	9,747
28	A	6,359	6,657	6,982	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221
28N	A	8,172	8,557	8,964	9,392	9,834	10,305	10,843	11,304	11,841	12,404	12,993
28S	A			8,964	9,392	9,834	10,305	10,843	11,304	11,841	12,404	12,993
28T	A				7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221
28	B	6,376	6,677	6,990	7,331	7,686	8,065	8,465	8,868	9,306	9,752	10,223
28	D	6,359	6,657	6,982	7,320	7,682	8,061	8,446	8,863	9,288	9,747	10,221
28	I	6,429	6,734	7,046	7,377	7,727	8,091	8,471	8,866	9,284	9,717	10,173
29	A	6,657	6,982	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731
29A	A	7,324	7,680	8,056	8,448	8,861	9,292	9,747	10,221	10,720	11,243	11,791
29T	A			7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731
29	I	6,873	7,198	7,537	7,890	8,265	8,652	9,059	9,491	9,938	10,409	10,900
30	A	6,982	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241
31	A	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241	11,796
31T	A			8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241	11,796
31	B	7,331	7,686	8,065	8,465	8,868	9,306	9,752	10,234	10,734	11,266	11,817
31	C	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241	11,790
31	D	7,320	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241	11,790
31	I	7,616	7,972	8,344	8,737	9,152	9,579	10,030	10,503	10,997	11,513	12,054
32	A	7,681	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241	11,796	12,390
32T	A			8,446	8,863	9,288	9,747	10,221	10,731	11,241	11,796	12,390
33	A	8,061	8,446	8,863	9,288	9,747	10,221	10,731	11,241	11,796	12,390	12,992
33T	A							10,731	11,241	11,796	12,390	12,992
33Q	A			8,863	9,288	9,747	10,221	10,731	11,241	11,796	12,390	12,992
33	B	8,065	8,465	8,868	9,306	9,752	10,234	10,734	11,266	11,804	12,390	12,995
34	I	8,685	9,094	9,524	9,973	10,441	10,939	11,452	11,992	12,558	13,150	13,770
35T	A			9,747	10,221	10,731	11,241	11,796	12,390	12,992	13,629	14,317
36T	A							12,390	12,992	13,629	14,317	15,024
36T	F							13,381	14,031	14,719	15,463	16,227
37	A	9,747	10,221	10,731	11,241	11,796	12,390	12,992	13,629	14,304	15,010	15,749
39	A	10,731	11,241	11,796	12,390	12,992	13,629	14,304	15,010	15,749	16,527	17,343
39T	A			11,796	12,390	12,992	13,629	14,304	15,010	15,749	16,527	17,343
41T	A			12,992	13,629	14,304	15,010	15,749	16,527	17,343	18,201	19,099

APPENDIX C – SALARY SCHEDULES – STRIKEABLE UNIT

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.

APPENDIX D – SALARY SCHEDULES – NON STRIKEABLE UNIT – GENERAL

SALARY SCHEDULE AS OF JULY 1, 2025

Salary Range	Pay Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
11	A					3,672	3,784	3,946	4,089	4,290	4,492
12	A				3,672	3,784	3,946	4,089	4,290	4,492	4,707
13	A			3,672	3,784	3,946	4,089	4,290	4,492	4,707	4,922
15	A			3,946	4,089	4,290	4,492	4,707	4,922	5,160	5,408
15T	A					4,290	4,492	4,707	4,922	5,160	5,408
16	A			4,089	4,290	4,492	4,707	4,922	5,160	5,408	5,667
17	A			4,290	4,492	4,707	4,922	5,160	5,408	5,667	5,936
17T	A					4,707	4,922	5,160	5,408	5,667	5,936
17	B			4,330	4,535	4,755	4,975	5,217	5,464	5,725	6,005
19T	A					5,160	5,408	5,667	5,936	6,232	6,529
19	A			4,707	4,922	5,160	5,408	5,667	5,936	6,232	6,529
19	B					5,217	5,464	5,725	6,005	6,299	6,609
20	A			4,922	5,160	5,408	5,667	5,936	6,232	6,529	6,844
21	A			5,160	5,408	5,667	5,936	6,232	6,529	6,844	7,170
21T	A					5,667	5,936	6,232	6,529	6,844	7,170
22S	A						5,925	5,949	6,213	6,487	6,771
23T	A			5,667	5,936	6,232	6,529	6,844	7,170	7,518	7,876
23	A	5,160	5,408	5,667	5,936	6,232	6,529	6,844	7,170	7,518	7,876

SALARY SCHEDULE AS OF FEBRUARY 1, 2026

Salary Range	Pay Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
11	A					3764	3879	4045	4191	4397	4604
12	A				3764	3879	4045	4191	4397	4604	4825
13	A			3764	3879	4045	4191	4397	4604	4825	5045
15	A			4045	4191	4397	4604	4825	5045	5289	5543
15T	A					4397	4604	4825	5045	5289	5543
16	A			4191	4397	4604	4825	5045	5289	5543	5809
17	A			4397	4604	4825	5045	5289	5543	5809	6084
17T	A					4825	5045	5289	5543	5809	6084
17	B			4438	4648	4874	5099	5347	5601	5868	6155
19T	A					5289	5543	5809	6084	6388	6692
19	A			4825	5045	5289	5543	5809	6084	6388	6692
19	B					5347	5601	5868	6155	6456	6774
20	A			5045	5289	5543	5809	6084	6388	6692	7015
21	A			5289	5543	5809	6084	6388	6692	7015	7349
21T	A					5809	6084	6388	6692	7015	7349
22S	A						6073	6098	6368	6649	6940
23T	A			5809	6084	6388	6692	7015	7349	7706	8073
23	A	5289	5543	5809	6084	6388	6692	7015	7349	7706	8073

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.

APPENDIX D – SALARY SCHEDULES – NON STRIKEABLE UNIT – GENERAL

SALARY SCHEDULE AS OF JANUARY 1, 2027

Salary Range	Pay Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
11	A					3915	4034	4207	4359	4573	4788
12	A				3915	4034	4207	4359	4573	4788	5018
13	A			3915	4034	4207	4359	4573	4788	5018	5247
15	A			4207	4359	4573	4788	5018	5247	5501	5765
15T	A					4573	4788	5018	5247	5501	5765
16	A			4359	4573	4788	5018	5247	5501	5765	6041
17	A			4573	4788	5018	5247	5501	5765	6041	6327
17T	A					5018	5247	5501	5765	6041	6327
17	B			4616	4834	5069	5303	5561	5825	6103	6401
19T	A					5501	5765	6041	6327	6644	6960
19	A			5018	5247	5501	5765	6041	6327	6644	6960
19	B					5561	5825	6103	6401	6714	7045
20	A			5247	5501	5765	6041	6327	6644	6960	7296
21	A			5501	5765	6041	6327	6644	6960	7296	7643
21T	A					6041	6327	6644	6960	7296	7643
22S	A						6316	6342	6623	6915	7218
23T	A			6041	6327	6644	6960	7296	7643	8014	8396
23	A	5501	5765	6041	6327	6644	6960	7296	7643	8014	8396

SALARY SCHEDULE AS OF FEBRUARY 1, 2027

Salary Range	Pay Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
11	A					3915	4034	4207	4359	4573	4788	5018
12	A				3915	4034	4207	4359	4573	4788	5018	5247
13	A			3915	4034	4207	4359	4573	4788	5018	5247	5501
15	A			4207	4359	4573	4788	5018	5247	5501	5765	6041
15T	A					4573	4788	5018	5247	5501	5765	6041
16	A			4359	4573	4788	5018	5247	5501	5765	6041	6327
17	A			4573	4788	5018	5247	5501	5765	6041	6327	6644
17T	A					5018	5247	5501	5765	6041	6327	6644
17	B			4616	4834	5069	5303	5561	5825	6103	6401	6714
19T	A					5501	5765	6041	6327	6644	6960	7296
19	A			5018	5247	5501	5765	6041	6327	6644	6960	7296
19	B					5561	5825	6103	6401	6714	7045	7386
20	A			5247	5501	5765	6041	6327	6644	6960	7296	7643
21	A			5501	5765	6041	6327	6644	6960	7296	7643	8014
21T	A					6041	6327	6644	6960	7296	7643	8014
22S	A						6316	6342	6623	6915	7218	7464
23T	A			6041	6327	6644	6960	7296	7643	8014	8396	8800
23	A	5501	5765	6041	6327	6644	6960	7296	7643	8014	8396	8800

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.

JULY 1, 2025 - INSTITUTION TEACHERS

DEGREE	BA	BA	BA	BA	MA	MA	MA
CE DREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
CLASS NUMBER	C2319	C2320	C2321	C2322	C2320	C2321	C2322
RANGE	24S	24S	24S	24S	26S	26S	26S
PAY OPTION	B	C	D	E	B	C	D

Step:

1	3,914	4,043	4,169	4,314			
2	4,043	4,169	4,314	4,448			
3	4,169	4,314	4,448	4,588	4,719	5,288	5,716
4	4,314	4,448	4,588	4,719	4,869	5,432	5,859
5	4,448	4,588	4,719	4,869	5,004	5,574	5,995
6	4,588	4,719	4,869	5,004	5,148	5,716	6,137
7	4,719	4,869	5,004	5,148	5,288	5,859	6,274
8	4,869	5,004	5,148	5,288	5,432	5,995	6,422
9	5,004	5,148	5,288	5,432	5,574	6,137	6,556
10	5,148	5,288	5,432	5,574	5,716	6,274	6,706
11	5,288	5,432	5,574	5,716	5,859	6,422	6,845
12	5,432	5,574	5,716	5,859	5,995	6,556	6,990
13	5,574	5,716	5,859	5,995	6,137	6,706	7,151
14	5,716	5,859	5,995	6,137	6,274	6,858	7,316
15	5,859	5,995	6,137	6,274	6,422	7,012	7,484
16	5,995	6,137	6,274	6,422	6,556	7,172	7,658
17	6,137	6,274	6,422	6,556	6,691		
18	6,274	6,422	6,556	6,691	6,830		
19	6,422	6,556	6,691	6,830	6,972		
20				6,972			

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.

FEBRUARY 1, 2026 - INSTITUTION TEACHERS

DEGREE	BA	BA	BA	BA	MA	MA	MA
CE DREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
CLASS NUMBER	C2319	C2320	C2321	C2322	C2320	C2321	C2322
RANGE	24S	24S	24S	24S	26S	26S	26S
PAY OPTION	B	C	D	E	B	C	D
Step:							
1	4,012	4,144	4,273	4,422			
2	4,144	4,273	4,422	4,559			
3	4,273	4,422	4,559	4,703	4,837	5,420	5,859
4	4,422	4,559	4,703	4,837	4,991	5,568	6,005
5	4,559	4,703	4,837	4,991	5,129	5,713	6,145
6	4,703	4,837	4,991	5,129	5,277	5,859	6,290
7	4,837	4,991	5,129	5,277	5,420	6,005	6,431
8	4,991	5,129	5,277	5,420	5,568	6,145	6,583
9	5,129	5,277	5,420	5,568	5,713	6,290	6,720
10	5,277	5,420	5,568	5,713	5,859	6,431	6,874
11	5,420	5,568	5,713	5,859	6,005	6,583	7,016
12	5,568	5,713	5,859	6,005	6,145	6,720	7,165
13	5,713	5,859	6,005	6,145	6,290	6,874	7,330
14	5,859	6,005	6,145	6,290	6,431	7,029	7,499
15	6,005	6,145	6,290	6,431	6,583	7,187	7,671
16	6,145	6,290	6,431	6,583	6,720	7,351	7,849
17	6,290	6,431	6,583	6,720	6,858		
18	6,431	6,583	6,720	6,858	7,001		
19	6,583	6,720	6,858	7,001	7,146		
20				7,146			

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.

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JANUARY 1, 2027 - INSTITUTION TEACHERS

DEGREE	BA	BA	BA	BA	MA	MA	MA
CE DREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
CLASS NUMBER	C2319	C2320	C2321	C2322	C2320	C2321	C2322
RANGE	24S	24S	24S	24S	26S	26S	26S
PAY OPTION	B	C	D	E	B	C	D

Step:

1	4,071	4,205	4,336	4,487			
2	4,205	4,336	4,487	4,626			
3	4,336	4,487	4,626	4,772	4,908	5,500	5,945
4	4,487	4,626	4,772	4,908	5,064	5,649	6,093
5	4,626	4,772	4,908	5,064	5,204	5,797	6,235
6	4,772	4,908	5,064	5,204	5,354	5,945	6,382
7	4,908	5,064	5,204	5,354	5,500	6,093	6,525
8	5,064	5,204	5,354	5,500	5,649	6,235	6,679
9	5,204	5,354	5,500	5,649	5,797	6,382	6,818
10	5,354	5,500	5,649	5,797	5,945	6,525	6,974
11	5,500	5,649	5,797	5,945	6,093	6,679	7,119
12	5,649	5,797	5,945	6,093	6,235	6,818	7,270
13	5,797	5,945	6,093	6,235	6,382	6,974	7,437
14	5,945	6,093	6,235	6,382	6,525	7,132	7,609
15	6,093	6,235	6,382	6,525	6,679	7,292	7,783
16	6,235	6,382	6,525	6,679	6,818	7,459	7,964
17	6,382	6,525	6,679	6,818	6,959		
18	6,525	6,679	6,818	6,959	7,103		
19	6,679	6,818	6,959	7,103	7,251		
20				7,251			

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.

FEBRUARY 1, 2027 - INSTITUTION TEACHERS

DEGREE	BA	BA	BA	BA	MA	MA	MA
CE DREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
CLASS NUMBER	C2319	C2320	C2321	C2322	C2320	C2321	C2322
RANGE	24S	24S	24S	24S	26S	26S	26S
PAY OPTION	B	C	D	E	B	C	D
Step:							
1	4,071	4,205	4,336	4,487			
2	4,205	4,336	4,487	4,626			
3	4,336	4,487	4,626	4,772	4,908	5,500	5,945
4	4,487	4,626	4,772	4,908	5,064	5,649	6,093
5	4,626	4,772	4,908	5,064	5,204	5,797	6,235
6	4,772	4,908	5,064	5,204	5,354	5,945	6,382
7	4,908	5,064	5,204	5,354	5,500	6,093	6,525
8	5,064	5,204	5,354	5,500	5,649	6,235	6,679
9	5,204	5,354	5,500	5,649	5,797	6,382	6,818
10	5,354	5,500	5,649	5,797	5,945	6,525	6,974
11	5,500	5,649	5,797	5,945	6,093	6,679	7,119
12	5,649	5,797	5,945	6,093	6,235	6,818	7,270
13	5,797	5,945	6,093	6,235	6,382	6,974	7,437
14	5,945	6,093	6,235	6,382	6,525	7,132	7,609
15	6,093	6,235	6,382	6,525	6,679	7,292	7,783
16	6,235	6,382	6,525	6,679	6,818	7,459	7,964
17	6,382	6,525	6,679	6,818	6,959	7,636	8,145
18	6,525	6,679	6,818	6,959	7,103		
19	6,679	6,818	6,959	7,103	7,251		
20	6,818	6,959	7,103	7,251	7,437		
21				7,437			

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.

APPENDIX F – GRIEVANCE & RECLASSIFICATION TIMELINES

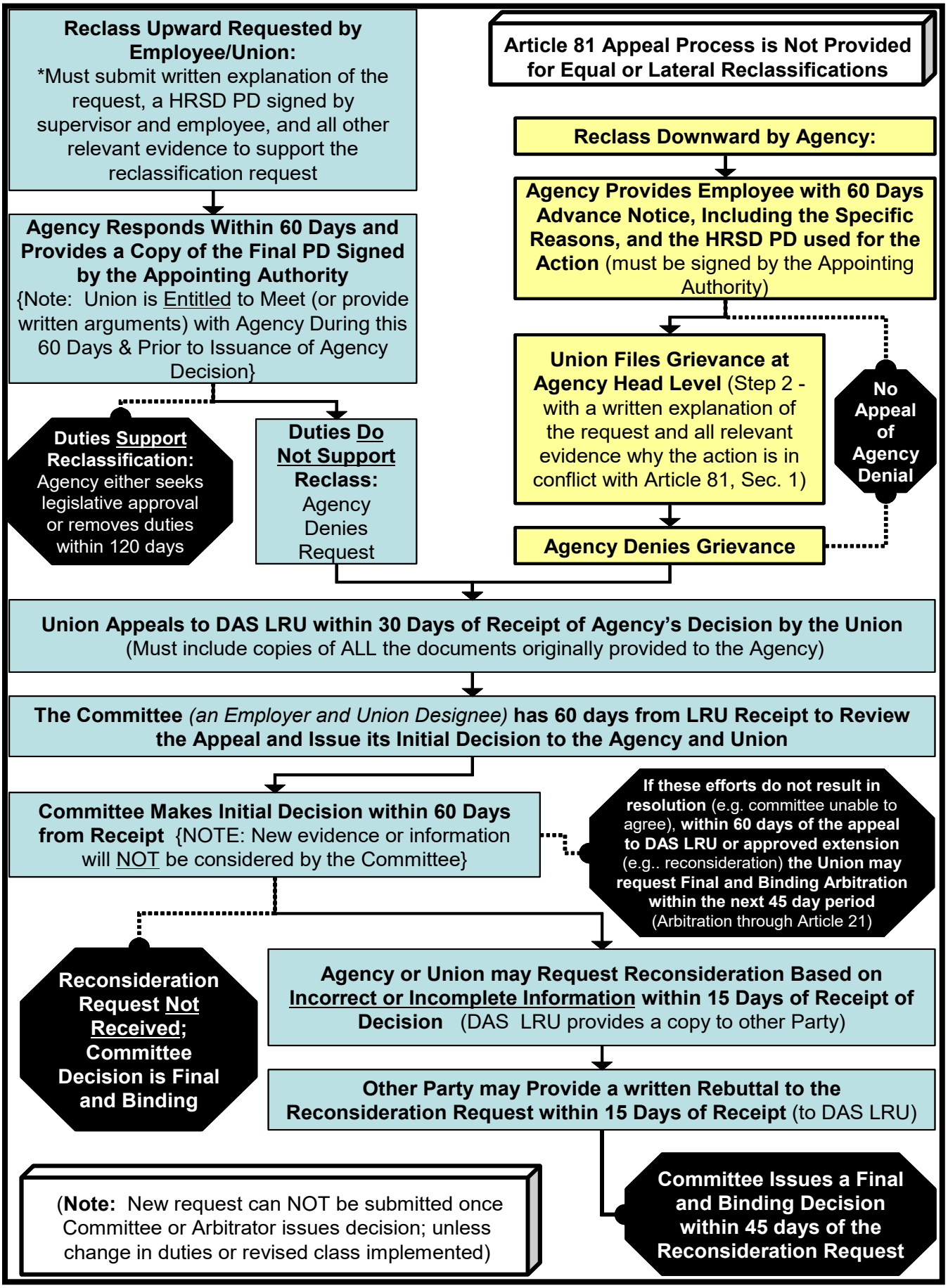
NOTE: The timeline for the Employer response at each grievance step shall begin the first day following the day of receipt. The timeline for the Union appeal to the next higher step shall begin the first day following the day the Employer response is due or received.

GRIEVANCE	TIME TO FILE	STEP 1	STEP 2	STEP 3	STEP 4
Discipline	Within 30 calendar days from the date of discipline		**Step 2 - Agency Head** within 30 calendar days of discipline	**Step 3 - LRU** Within 15 calendar days after Step 2 response was due or received	**Step 4 - LRU** **Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Non-Disciplinary Except : Group, Discrimination, Reclassification	Within 30 calendar days of the violation	**Step 1 - Immediate excluded supervisor** within 30 calendar days of the violation	**Step 2 - Agency Head** within 15 calendar days after Step 1 response was due or received	**Step 3 - LRU** Within 15 calendar days after Step 2 response was due or received	**Step 4 - LRU** **Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Group - issues involving 2 or more supervisors in the same agency	Within 30 calendar days of the violation		**Step 2 - Agency Head** within 30 calendar days of the violation	**Step 3 - LRU** Within 15 calendar days after Step 2 response was due or received	**Step 4 - LRU** **Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Group - issues involving more than one agency	Within 30 calendar days of the violation			**Step 3 - LRU** Within 30 days of the violation	**Step 4 - LRU** **Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Discrimination - sexual harassment, gender identity, or sexual orientation**	Within 30 calendar days of the violation		**Step 2 - Agency Head** within 30 calendar days of the violation	**Step 3 - LRU** Grievance must be received within 15 calendar days after Step 2 response was due or received.	**Step 4 - LRU** **Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Discrimination - race, color, marital status, religion, sex, national origin, age, mental or physical handicap	Within 30 calendar days of the violation		**Step 2 - Agency Head** within 30 calendar days of the violation	May be referred to Equal Employment Opportunity Commission or Bureau of Labor & Industries if unresolved (no arbitration remedy).	
Leave - Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA)	Within 30 calendar days of the date of violation		**Step 2 - Agency Head** within 30 calendar days of the violation - send a copy to LRU	May be submitted to Dept. of Labor if unresolved.	
Reclassification Downward	Within 30 calendar days of notice that the position will be reclassified down		**Step 2 - Agency Head** within 30 calendar days of the notice	**Step 3 - LRU** Must be appealed by the **Union** within 30 calendar days after Agency decision. Joint panel will review within 45 days.	**Step 4** - Decisions of the panel are binding, but if panel doesn't agree, **Union** may request arbitration within 45 calendar days after the panel response was due or received.

REQUEST	FILING AT AGENCY LEVEL	APPEAL TO COMMITTEE	COMMITTEE RECONSIDERATION	ARBITRATION
Reclassification Upward (See Appendix G) **(Note: Do not use grievance form.)**	**AGENCY –** Submit written explanation of the request, CHRO PD signed by supervisor and employee, and all other relevant evidence to Appointing Authority. The Agency has 60 days to review. The Union may present further written arguments or meet during the 60-day time period and prior to the Agency's decision.	**LRU –** Must be appealed by the **Union** within 30 calendar days after Agency decision. Appeal Committee will review within 60 days and issue a preliminary decision. Committee decisions become final if not reconsidered.	**LRU –** Reconsideration may be requested within 15 days if decision is based on incomplete or incorrect information. Binding final Committee decisions are issued within 45 calendar days.	If these efforts do not result in resolution (e.g. committee unable to agree), within 60 days of the appeal to DAS LRU or approved extension (e.g.. reconsideration) the Union may request Final and Binding Arbitration within the next 45 day period (Arbitration through Article 21).

Note: In case of any discrepancy, the affected provisions of the articles or law shall prevail.

** Tort claim notice must be filed with employer within 180 days .


Reclass Upward Requested by Employee/Union:
*Must submit written explanation of the request, a HRSD PD signed by supervisor and employee, and all other relevant evidence to support the reclassification request
Agency Responds Within 60 Days and Provides a Copy of the Final PD Signed by the Appointing Authority
{Note: Union is Entitled to Meet (or provide written arguments) with Agency During this 60 Days & Prior to Issuance of Agency Decision}
Duties Support Reclassification: Agency either seeks legislative approval or removes duties within 120 days
Duties Do Not Support Reclass: Agency Denies Request
Article 81 Appeal Process is Not Provided for Equal or Lateral Reclassifications
Reclass Downward by Agency:
Agency Provides Employee with 60 Days Advance Notice, Including the Specific Reasons, and the HRSD PD used for the Action (must be signed by the Appointing Authority)
Union Files Grievance at Agency Head Level (Step 2 - with a written explanation of the request and all relevant evidence why the action is in conflict with Article 81, Sec. 1)
No Appeal of Agency Denial
Agency Denies Grievance
Union Appeals to DAS LRU within 30 Days of Receipt of Agency's Decision by the Union (Must include copies of ALL the documents originally provided to the Agency)
The Committee (an Employer and Union Designee) has 60 days from LRU Receipt to Review the Appeal and Issue its Initial Decision to the Agency and Union
Committee Makes Initial Decision within 60 Days from Receipt {NOTE: New evidence or information will NOT be considered by the Committee}
If these efforts do not result in resolution (e.g. committee unable to agree), within 60 days of the appeal to DAS LRU or approved extension (e.g.. reconsideration) the Union may request Final and Binding Arbitration within the next 45 day period (Arbitration through Article 21)
Reconsideration Request Not Received; Committee Decision is Final and Binding
Agency or Union may Request Reconsideration Based on Incorrect or Incomplete Information within 15 Days of Receipt of Decision (DAS LRU provides a copy to other Party)
Other Party may Provide a written Rebuttal to the Reconsideration Request within 15 Days of Receipt (to DAS LRU)
(Note: New request can NOT be submitted once Committee or Arbitrator issues decision; unless change in duties or revised class implemented)
Committee Issues a Final and Binding Decision within 45 days of the Reconsideration Request

APPENDIX H – FEASIBILITY STUDY FOR CONTRACTING-OUT WORK AFFECTING SEIU, LOCAL 503, OPEU REPRESENTED EMPLOYEES

THIS FORM IS AVAILABLE ELECTRONICALLY ON DAS CHRO'S WEBSITE:
http://www.oregon.gov/DAS/CHRO/pages/cbas.aspx

SECTION 1	
A. **Have you consulted with the agency's Human Resource Manager regarding intent to contract out work that could potentially fall under Article 13?** ▪ ***Identify Staff Contacted:*** _____	Yes ☐ No ☐
B. **If yes, has notice of the agency's decision to conduct a feasibility study been provided to SEIU Local 503, OPEU?** *If* **Yes**, *attach copies of the correspondence.*	Yes* ☐ No ☐
C. **Is this a new or continuing contract?** **** If continuing contract skip directly to Section 2 (Complete O and P).***	New ☐ Continuing* ☐
D. **The work to be contracted is due to:** *If legislative mandate, reference below:* _____	Legislative Mandate* ☐ Agency Decision ☐
E. **Why is contracting-out being considered?**	
F. **Is the work to be contracted being performed by SEIU Local 503, OPEU bargaining unit employees?**	Yes ☐ No ☐
G. **Description of work to be contracted, including affected classifications and geographic location(s)/work area(s):**	
H. **Will SEIU Local 503, OPEU bargaining unit employees be displaced as a result of contracting-out this work?** *If yes, list number of affected bargaining unit employees by classification and geographic location.* *(Attach additional page(s), if necessary.)*	Yes* ☐ No ☐

I. Estimated cost to perform work by SEIU Local 503, OPEU bargaining unit employees, including labor, equipment, materials, supervision, and other indirect costs:

Estimate Worksheet (detail cost calculations):

Direct costs are those costs for performing the work to be contracted. In calculating direct in-house costs, list only those costs which will be eliminated if the work is contracted-out.	
DIRECT COSTS	
Labor*	$
Equipment	$
Materials	$
	$
	$
TOTAL =	*** $**

Indirect costs include, but are not limited to, the costs of facilities, utilities, and other administrative costs apportioned among agency programs. Write in these costs below, as necessary.	
INDIRECT COSTS	
	$
	$
	$
	$
	$
TOTAL =	

*** Total Direct Costs $ ____**
**** Total Indirect Costs + $ ____**

(Item I - Total Costs) $ _____

Attach additional page(s) showing detail on how the above costs were calculated for each item listed, including number of FTEs by classification; costs for each classification, including salary and other payroll expenses (OPE).
**** Count only 80% of the state employee's straight-time wage rate.***

J. Estimated cost to contract, including agency contract administration (inspecting and overseeing contractor's work & contract compliance):

Estimate Worksheet:

Estimated Contract Amount $ _____
Contract Administration + $ _____
TOTAL (Item J) = $ _____

Attach page(s) showing detail on how the above costs were calculated for each item listed, including, for contract administration costs, the number of FTEs by classification; and components of labor costs/OPE (salary, health, pension, social security).

K. Actual Savings: Difference between direct in-house costs from Part I and contract costs from Part J. $ ____

L. Estimated costs to the agency, if any, for specific activities required preparing for contracting-out of the work. $ ____
(e.g., information technology hardware and/ or software upgrade).

M. **Factors considered in decision to contract (cost, lack of staff or equipment, expertise, etc.):**

N. **How will the quality of the services be maintained by contracting-out of work?**

SECTION 2 – Renewal of Existing Contract

O. **How has the contractor's performance affected the delivery of effective and efficient services?**

P. **Is the cost of continuing the contracting-out of services greater than the most recent bid?** Yes* ☐ No ☐

* If yes, itemize the services and additional cost that will be incurred.

Prepared by: _____ Date: _____

Distribution:
- Agency's Human Resource Office
- Labor Relations, DAS, Attn: LRU (LRU@das.oregon.gov)
- SEIU Local 503, OPEU, Attn: Legal Department (seiu_studies@seiu503.org)

2025 – 2027 Master Agreement Signature Page

Signed this 3rd of October, 2025 at Salem Oregon

FOR THE STATE OF OREGON			FOR THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 503, OREGON PUBLIC EMPLOYEES UNION, CLC	
X Betsy Imholt DAS Director	X Jason Baurer OED HR Deputy Director		X Melissa Unger SEIU Executive Director	X Jordan Meyer ODH - Bargaining Team Member
X Nettie Pye DAS - LRU Chief Negotiator	X Angie Sifuentez OHA Senior HR Labor & Strategy Manager		X Heather Blankenheim SEIU Negotiator	X Rachelle Mullins ODHS - Bargaining Team Member
X Kristina Koos DAS - LRU Negotiator	X Billy Martin OHA Senior HR Manager		X Phillip Shilts SEIU Negotiator	X Ritchie Maes ODOT - Bargaining Team Member
X Amber Daniels DAS HR Director	X Phyllis Kerr ODFW HR Analyst		X Angela Ward ODFW Co-Chair	X Sarah Heinshen OPRD - Bargaining Team Member
X Jennifer Schaffner DOJ HR Director	X Glenn Smith ODHS Senior HR Manager		X Joseph Dyer OSH Co-Chair	X Tracy Thompson DCBS - Bargaining Team Member
X Jennifer Crane ODA HR Director	X Kristin Jones OPRD HR Director		X Austin Folnagy OED - Bargaining Team Member	X Jesse Rodriguez OSH - Bargaining Team Member
X Suzanne Harpell ODOT HR Deputy Director	X Paige LaBarre-Bates OYA Deputy HR Administrator		X Ibrahim Coulibaly BOLI - Bargaining Team Member	

PERSONAL NOTES

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

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

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