

AFSCME Local 3336
2021-2023 Central Table Tentative Agreement Summary - August 2021

Your Local Table Bargaining Committee recommends ratification of the Tentative Agreements (TAs) at Local and Central Table. Copies of all the signed Central and Local Table TAs are posted on our website: www.afscme3336.org - see the posted documents under the 2021 Bargaining Information tab. The summary provided here is not the exact language of all the agreements and does not include every change.

Term of Agreement

The agreement becomes effective upon ratification from July 1, 2021 to June 30, 2023.

Across the board pay increases and step increases

- Effective December 1, 2021, base salary rates for all classifications at all steps increase by two point five percent (2.5%)
- Effective December 1, 2022, base salary rates for all classifications at all steps by three point one percent (3.1%)
- Annual step increases for those at step 9 and below on their benefit service date (previously known as salary eligibility date) through June 30, 2023

Insurance

Health insurance premiums and insurance plans will remain status quo.

Remote Work

Comprehensive improvements to the former Telecommuting, Teleworking and Alternative Work Arrangements article. Expands the ability to work remotely beyond one day to as much as full week remote work. Maintains our Local's ability to go through the grievance/arbitration process over remote work request denials.

Pandemic Recognition Pay – Letter of Agreement

Secured a stipend for essential frontline staff based on the number of hours worked between March, 2020 and June 30, 2021

- 480 to 1029 non-telecommuting hours worked receive \$1,050
- 1040+ hours worked receive \$1,550
- Additional \$575 payment for those who worked >200 hours of overtime over that time

Essential Worker Pay

Secured a \$1/hour pay differential for workers that are required to work during inclement weather/hazardous conditions.

Inclement Weather/Hazardous Conditions

Expanded rights of Fair Labor Standards Act non-exempt staff to use inclement weather (IW) leave during hazardous conditions.

Air Quality

New article that establishes air quality levels at which agencies are required to provide OSHA recommended safety equipment.

Natural Disaster Leave – Letter of Agreement

Added new eighty (80) hour leave benefit for eligible staff who lose access to, lose use of or actually lose their primary residence. Beyond the 80 hours available, eligible staff may request donated leave. Only accrued vacation leave or compensatory time may be donated.

Holidays

Added Juneteenth as a state observed and paid holiday. Expands ability to use Governor's Leave throughout the year instead of just between Thanksgiving and January 31st.

Childcare/Family Support

Establishes a joint Labor Management Committee to explore the impact and lack of access to affordable child/elder care and cost offsetting options.

Performance Review

Removes the concept of performance-based pay. Removes the minimum twice monthly check-ins. Removes the annual performance review requirement that was only rarely being met. Replaced with quarterly check-ins.

Selective Salary Adjustments

Adjustments to the Accountant and Accounting Technician classifications

Following a classification study of the Accountant and Accounting Technician classifications the following changes were agreed to:

- The Accountant job series will move from a 4 level series to a 3 level series.
- The Accounting Technician series will move from a 3 level series to a one level series
- The Payroll Analyst classification will be added and current Accounting Technician 3's who perform payroll duties will move from Acct Tech 3 to the new Payroll Analyst classification at Salary Range 21

Vacation Cash Out

Expanded ability to cash out vacation pay each calendar year beyond just the month of March to all months of the year. Total allowable cash out hours remains the same at 40 hours of vacation leave per year. Payments made within 30 days.

Removal of Ableist Language

The term(s) handicap(s/ed) will be removed from local agreements and replaced with the term hinder/hinders/hindered.

Pre-retirement Counseling

Removed the age requirements for using this counseling leave. Allows the 28 hours of leave to be used throughout employee's career

Personnel Records

Reduces retention on disciplinary action documents to 2 years (from 3) but requires employee to request removal. Restricts personnel and working file access to certain management and HR staff.

Bereavement Leave

Clarified that the current twenty-four (24) hours of bereavement leave described in our contract is per event of an immediate family member's death.

Payroll Computation – Letter of Agreement

Maintains current monthly paycheck schedule and monthly pay rate schedule. Creates a statewide joint labor-management committee to explore the impact of the transition to a new payroll system.

Summary of AFSCME Local 3336 Local Table TAs

Your Local Union Bargaining Committee recommends ratification of the Tentative Agreement (TA) at Local and Central Table. Below is a summary of accomplishments at Local Table. Of particular note are the hard-fought TAs on new Article 67 - Diversity, Equity and Inclusion (and the paired LOA); an LOA that increases Vehicle Inspector salaries and Article 63 - Emergency Response.

Articles:

ARTICLE 3 - UNION RIGHTS

- ✓ Formalized current practice of allowing stewards time off with pay to represent employees during investigatory interviews and when employees request assistance with reporting inappropriate workplace behavior or other complaints.
- ✓ Removed restriction on email length and email attachments.
- ✓ Requires Agency to report vacant positions that are reclassified.

ARTICLE 16 - FILLING OF VACANCIES

- ✓ Increased minimum number of days for job postings from 5 to 7 calendar days.
- ✓ All internal applicants meeting the minimum qualifications for an open position will receive an interview, and these applicants will be given at least 3 business days notice to schedule the interview.
- ✓ Requires interview processes to include at least one represented employee.
- ✓ Agency will make good faith efforts to have fair and non-discriminatory hiring practices including diverse hiring panels and implicit bias training.

ARTICLE 22, SECTION 12 – HEALTH AND SAFETY

- ✓ Increased amount of paid preparation time available for Wellness and Safety Committee chairs and vice-chairs by 2 hours.
- ✓ Increased allowance for prescription safety glasses from \$175 to \$250.
- ✓ Increased Wellness Committee budget from \$15,000 to \$20,000 per biennium and increased the allowable membership of the committee from 12 to 16 people.

ARTICLE 28 – HOLIDAYS

- ✓ Vehicle Inspection Program (VIP) Portland Metro Holidays set for biennium, including 4 day weekends around Veterans Day and New Years in 2022.

ARTICLE 31 – OTHER LEAVES

- ✓ Increased the number of hours available for job interview leave from 4 hours to “as needed” for interviews within the Agency.
- ✓ Maintains the ability to use up to 4 hours of paid time for job interviews with another state Agency when those interviews occur during employee work hours.
- ✓ Incorporates Domestic Violence, Sexual Assault or Stalking Victim Leave language into this article from the previous Letter of Agreement without change.
- ✓ Agency to ensure staff are provided information about all leaves described in this Article.

ARTICLE 33 – PERFORMANCE REVIEW

- ✓ Requires that the Agency conduct a minimum of 3 performance reviews during the trial service period at approximately 2, 4 and 5.5 months of service. Feedback, if critical, must

include constructive suggestions, resources and training or mentorship opportunities to allow employees to improve performance.

ARTICLE 36 – SHIFT DIFFERENTIAL

- ✓ Clarified that employees formally assigned spill response duties under Article 63 - Emergency Response Coordination are not eligible for shift differential under Article 36 when performing those duties.

ARTICLE 39 – LEADWORK

- ✓ Updated language to align with other AFSCME Central Table agreements.
- ✓ Requires 15 days notice prior to termination of a leadwork assignment.

ARTICLE 42 - UNIFORMS

- ✓ Increased uniform cleaning stipend for VIP to \$210 in 2021 and \$230 in 2022.

ARTICLE 51 – SUCCESSOR NEGOTIATIONS

- ✓ Increased the number of representatives on the Union’s bargaining team from 5 to 6.

ARTICLE 63 – EMERGENCY RESPONSE COORDINATION

- ✓ Adds a new increased salary differential tier for SOSCs and ERCCs at \$352.68 and 7.2 hours of paid leave per month.
- ✓ Spill time is accumulated at the time it is worked whenever you are working outside your normal work schedule and between the hours of 5:00p and 8:00a
- ✓ Expands spill time cash out to 50 hours, once per year

(NEW) ARTICLE 67 – DIVERSITY, EQUITY AND INCLUSION

- ✓ Agency will provide regular training to all employees in areas of diversity, equity, and inclusion (DEI). The DEI Council will develop a DEI training plan for the Agency that will be reviewed regularly by the Labor Management Committee. Topics to be considered for trainings include racial literacy, sensitivity, and emotional intelligence; privilege and power dynamics; microaggressions; the history of Oregon’s unjust treatment of people of different races and ethnicities; disability awareness; and LGBTQIA2S+ awareness.
- ✓ Agency will create and maintain a DEI Council that shall be self governing. The Council shall consist of at least fifty percent represented staff and have one union appointed representative. Members of the Council or any subgroups thereof shall have 8 hours of paid time per month.
- ✓ Affinity groups shall be created based on guidelines provided by the DEI Council. Members of affinity groups shall have 2 hours of paid time per month to attend meetings. Employees who participate in multiple affinity groups shall have 4 hours per month. Any affinity group member may adjust their schedule to spend additional hours participating (see Article 67 LOA for information on additional paid time during 2021-2023 contract). A total of 4 additional hours of paid time may be used by employees serving in leadership or planning roles; any one employee may use up to 2 hours.

Letters of Agreement (LOAs):

LETTER OF AGREEMENT ON ARTICLE 22, SECTION 12 – HEALTH AND SAFETY (MENTAL HEALTH TRAINING RESOURCES)

- ✓ Mental health training and resources will be made available to all employees.

LETTER OF AGREEMENT ON ARTICLE 23 - EDUCATION, TRAINING AND CAREER DEVELOPMENT

- ✓ Expanded the number of hours of training available during inclement weather for VIP employees from 16 to 24.
- ✓ Provides for all employees that are unable to work remotely during inclement weather the ability to work with their manager to identify additional training as necessary to prevent loss of pay.

(NEW) LETTER OF AGREEMENT ON ARTICLE 24 - WORKWEEK, WORKDAY, WORK SCHEDULE

- ✓ Requires VIP station managers to post a work schedule at least five working days prior to the beginning of each work week to a common area that is clearly visible. Requires subsequent changes to that schedule to be confirmed with affected staff.

LETTER OF AGREEMENT ON ARTICLE 33 – PERFORMANCE REVIEW

- ✓ Requires that manager training related to the Agency’s performance management system address issues of diversity, equity and inclusion. Includes implicit bias training. Training must be available by 3/1/2022 and training contents will be posted to QNet.
- ✓ When an employee requests Human Resources review of any performance review documents, HR must provide a written response to the employee within 15 days.
- ✓ Managers must notify an employee, and document in the employees work agreement, if they intend to ask others about the employee’s performance. Any comments requested from others are limited to those identified in the work agreement.

LETTER OF AGREEMENT ON ARTICLE 63 – EMERGENCY RESPONSE COORDINATION

- ✓ Caps the number of comp time and spill time hours that can be accumulated at 240 hours for FLSA non-exempt staff and 400 hours for FLSA exempt staff and provides dates certain for payout of hours that exceed these maximums (see Article 63 changes for the improvements that we agreed to based on this Agency takeaway).

(NEW) LETTER OF AGREEMENT ON ARTICLE 64 LABOR/MANAGEMENT COMMITTEE – VIP LABOR WORKGROUP

- ✓ Creates a formal opportunity to elevate Vehicle Inspector workplace concerns to the Labor/Management committee (LMC).
- ✓ Allows up to 6 Union-appointed VIP staff to be on paid time for up to 4 hours every 6 months to attend Labor caucus meetings and LMC meetings to identify areas of improvement and/or present recommendations.
- ✓ Agency will develop improved options for VIP rain gear by 10/15/21. Rain gear must be provided by 12/15/21.

LETTER OF AGREEMENT ON (NEW) ARTICLE 67 - DIVERSITY, EQUITY AND INCLUSION

- ✓ An expansive DEI review of the Agency will be conducted by a third party consultant. The Agency will work with the consultant and/or the DEI Council to share the results with all staff, provide a formal response to the review, and conduct any follow-up resulting from the review.
- ✓ The Agency will also work with the consultant to implement a system of identifying and addressing microaggressions at the Agency by June 30, 2023.

- ✓ Employees may identify opportunities for DEQ participation (on paid time) in workforce development programs and job fairs which include BIPOC and underrepresented communities to share DEQ career opportunities.
- ✓ During the 2021-2023 contract period, employees participating in affinity groups will be allowed up to one additional hour per month of paid time.
- ✓ Definitions of the following terms used in the DEI Article and LOA: microaggressions, intersectionality, gender identity, gender expression.

(NEW) LETTER OF AGREEMENT – TECHNOLOGY EQUITY

- ✓ Makes it clear that staff who do not have regular access to Agency email during the work day will have 90 minutes per week of paid time to check and respond to email using an Agency computer or smartphone. Requests for any additional time shall not be unreasonably denied.
- ✓ The Agency will ensure that computers, monitors, software, A/V equipment at the Vehicle Inspection Stations will be brought up to the same standard as other Agency offices by 1/31/2022.

(NEW) LETTER OF AGREEMENT ON NATURAL RESOURCE SPECIALIST 1 (NRS1) POSITION REVIEW STUDY

- ✓ Position study to begin no later than 12/1/2021 and will include desk audits of individual positions to gather relevant information. Study will be completed by 12/1/2022. If study results in an upward adjustment of wages for a position, that adjustment will be retroactive to 5/19/2021.

(NEW) LETTER OF AGREEMENT ON SENIORITY LIST UPDATES

- ✓ Agency will update the seniority list each year by January 31 and upon request of the Union will update that list at least one additional time during any year.

(NEW) LETTER OF AGREEMENT ON VIP WORKING CONDITIONS

- ✓ Agency will increase the pay (Salary Range 15V - DEQ pay option) for Vehicle Inspectors (Public Service Representative 3) by 2% at all steps in the salary range.

(NEW) LETTER OF AGREEMENT ON LEGAL DEFENSE

- ✓ Clarifies that employees are entitled to legal defense support under current DAS Policy.
- ✓ Agency commits to working with any licensure board and any impacted employee dealing with a professional licensure dispute that arises when an employee is following a management directive. Agency also commits to providing necessary resources to resolve those disputes.

COMPENSATION AGREEMENT - ENVIRONMENTAL LAW SPECIALIST

- ✓ Agency will create a new pay option (31D) for employees in the ELS classification. The 31D pay option will be equivalent to Salary Range 32. This pay option will be retroactive to 3/21/2019.

***NOTE: Agency staff working in the Public Service Representative 2 classification will be reclassified to the Office Specialist 2 classification.