

AEE/DAS Bargaining 2023-2025 Tentative Agreement Summary
Articles not summarized below remain unchanged as Current Contract Language

1.4 Terms of The Agreement:

- This agreement will be effective until June 30, 2025.

3.1 Association Activities:

- Agencies will post a link to AEE websites on their intranet sites.

3.6 Grievance and Arbitration:

- AEE will now be copied on all grievance responses.
- AEE and the State will choose from a list of seven arbitrators.
- The parties will take turns striking arbitrators from the list.
- AEE is not prevented from providing additional information or clarification.
- AEE and/or the employee may appeal a grievance to the next step.

3.10 Employee Statistics:

- DAS will provide the Association an electronic list of new hires represented by AEE, or employees moved into AEE represented positions, for each agency on a weekly basis.
- DAS will also provide AEE with a report listing Vacant and Budgeted Positions.

NEW LOA salary and benefit report:

- DAS Classification and Compensation will provide a draft Salary and Benefit report to AEE no later than December 31 of even numbered years.
- DAS Classification and Compensation will provide the final report to AEE no later than January 31.

4.2 Quarterly Check-ins:

- Quarterly check-ins are not grievable nor arbitrable nor shall they be used for the purposes of disciplinary action or layoff.

6.1 Vacancy and Promotion Lists [ODOT/OPRD Only]:

- Any vacancy to be filled shall be filled first by hiring from the Injured Worker List, Second by Agency Union Layoff List, and third by the Secondary Recall List.
- Employees interested in the vacancies and promotions may now notify their 'immediate supervisor' as opposed to the Agency's Human Resource office.
- The Employer agrees to post recruitments for a minimum of seven (7) calendar days.

6.2 Filling of Vacancies [Forestry Only]:

- Updated to reflect changes made in the order of lists in **Article 6.1**.
- The Agency's Personnel Section has been changed to "their immediate supervisor."

8.2 Upward Reclassification:

- Rate of Pay for upward reclass shall be determined in accordance with Article 8.5- Work Out of Class Pending Upward Reclassification.

New Article 8.5 Work Out of Classification Pending Upward Reclassification:

- The agency will pay work out of class pending reclassification effective the date the agency requested approval from DAS CHRO, or the date the agency received the request.
- The amount will be determined by pay equity assessment.
- The differential will place the employee on the next higher step in the higher classification or on a higher step as determined by the pay equity assessment.

9.1 Work Schedules:

- After working 16 hours in a 24 hour period the Agency shall provide a rest period of at least 8 hours.
- In the event the rest period falls within the employee's next regularly scheduled workday shift, the employee will receive paid time for up to eight (8) hours or until the minimum rest period is reached.

9.4 Overtime:

- If the employee accrues 240 hours of compensatory time, the employee must take any additional overtime in cash.

10.2 Vacation Leave:

- The 24 hours of extra vacation leave shall not be prorated for full time employees.
- Part-time, seasonal, and job share employees will be prorated in an amount based on the same percentage or fraction of month they are hired to work.
- Employees new to State service may use accrued vacation during the first 6 months of service.

10.4 Sick Leave:

- Employees who are in pay status for less than a full month shall accrue sick leave with pay on a prorated basis.
- Updated to include Paid Leave Oregon and the Paid Leave Oregon policy information.

10.8 Leave of Absence with Pay:

- Employee will be granted disaster relief leave with pay to participate in search and rescue operations. To be eligible to receive the disaster relief leave with pay the employee cannot accept pay from the search and rescue organization.
- Military leave has been updated to include 15 calendar days or 120 hours in any federal fiscal year.
- Agency paid time to interview has been increased to 4 hours paid time including travel.

10.15 Fire Assignments Leave (ODF Only)

- The employee is given 16 hours off after 14 consecutive days away from the official work station.

NEW ARTICLE 10.19 Natural Disaster Leave:

- Prior Letter of Agreement
- An employee that loses their home or primary residence shall be eligible for up to 80 hours of paid administrative leave.

11.1 Payday and Payroll Computation Procedure:

- Full-time employees receive eight (8) hours of holiday pay for each paid holiday.
- Part time and seasonal employees receive a prorated share of 8 hours of holiday pay based on the number of paid hours worked compared to the total hours in the month.
- 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.

11.3 Salary Administration:

- Effective December 1, 2023, Compensation Plan salary rates shall be increased 6.5%.
- Effective January 1*, 2025, Compensation Plan salary rates shall be increased 6.55%.
- Selective Salary increases for Training and Development Specialists 1 & 2 and Information Systems Specialist 8.
- Language added to align with LOA 3 Squaring of the Compensation Plan which shall be implemented prior to the salary selective.

11.5 Health and Dental Insurance:

- Changed plan years to reflect current coverage.

NEW ARTICLE 11.11 Paid Leave Oregon:

- Maximum employee contribution to PLO is 0.6% of gross wages.
- Employees may use any amount of paid leave, up to 100% of their time off to supplement PLO Benefits.
- The agency will continue to provide all employer paid insurance benefits while employee is on PLO, even if the employee takes no paid time off.

12.3 Shift Differential:

- Employees who work between 6:00pm and 6:00a.m, or Saturday or Sunday shall be paid a differential of one dollar and fifty cents (\$1.50) per hour for each hour or major portion thereof (thirty (30) minutes or more).

12.6 Outerwear Reimbursement (ODOT):

- Changed to remove specificity of boots and include boots as appropriate for the employee's job duties.

12.7 Boot Reimbursement (ODOT):

- An employee is eligible for the boot reimbursement when assigned to perform work that requires safety boots, as determined by a manager-approved Agency Job Hazard Analysis/Assessment.

NEW Article boot reimbursement (OPRD only):

- Permanent Full-time employees shall be eligible to receive reimbursement to purchase or repair for up to \$250 every 24 months in receipted costs for safety-toe boots meeting ANSI Standards, or other sturdy work boots to meet the agency Job Hazard Assessment.

NEW Article CDL Drug Testing:

- This Article covers all AEE represented employees who are required to possess a commercial driver license (CDL) and perform safety-sensitive functions to meet the Alcohol and Drug testing requirements of Federal DOT and applicable laws.
- Agencies will pay for random, reasonable-suspicion, post-accident and return to duty testing.
- Pre-employment and return to work or promotion into positions that require a CDL.
- For positive tests, the Agency may take multiple steps including and up to disciplinary action or dismissal.

12.14 Essential Worker Differential:

- Essential worker is defined as an employee required to *physically* report to work.
- 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 Increment Weather/Hazardous Conditions Pay Differential.
- The Essential Worker Differential shall be \$3.00 per hour for all hours worked.

12.15 Working Remotely:

- Definitions, workplace options, and work type options changed to reflect Workday requirements for payroll issues, and to the latest DAS policy.
- AEE represented employees are eligible for remote work if they have limited need for direct supervision, agency resources, or for face-to-face contact with other employees or the public.
- No request to work remotely shall be arbitrarily denied.
- The process and criteria for requesting and approving remote work will be the same for employees who live in or out of the State of Oregon.
- Employee is on Travel Status from the time they start from and return to their Central Workplace or Alternative Workplace. With approval, this can be the place of residence.
- The intent of the Central Workplace and Alternate Workplace is to treat the Agency-approved Alternate Workplace as the Central Workplace for travel reimbursements and commuting mileage.

NEW 12.16 Lateral Classification Assignment Differential:

- An employee assigned for 10 or more days to a lateral classification within the same salary base range number but at a higher salary shall be paid at the lowest step in the new schedule that provides an increase in their adjusted base pay.

NEW LOA Gender Neutral Language:

- Parties agree to change all gender-specific pronouns in all applicable Articles or Letters of Agreement in the AEE Collective Bargaining Agreement to gender-neutral pronouns.

LOA 3 Squaring of The Compensation Plan:

- The purpose of this agreement is to establish a consistent step dollar amount across salary steps and ranges for the Association's bargaining unit.
- Effective July 1, 2023, the August 1, 2022, Compensation Plan shall be reconfigured by using the most beneficial of the step dollar amounts in the equivalent steps in all salary ranges (excluding the "I" pay option ranges).

LOA 7 Inclement Weather/Hazardous Conditions Leave:

- New language states employees can access this leave for the duration of the curtailment that occurs during their regularly scheduled work day (up to 40 hours a biennium).
- Clarifies language around use of leave(s) when no work, or alternate work location are available and when the employee is approved to work from home but is unable to do so.

LOA 10 Electrical and Controls Systems Differential Pay:

- Previous effective dates were removed. A sunset date of June 30, 2025, was inserted in lieu of completion of bargaining based on the Engineering Classification Study completion.

LOA 12 Pay Equity:

- Applicable dates (years) changed in Sections 10 and 11.

LOA ODOT/OPRD Rotational Opportunities:

- Expiration date was extended to June 30, 2025.

NEW LOA FRA Certified Highway-Rail Crossing Inspector Differential:

- Employees who are certified as Highway-Grade Crossing Inspectors by the Federal Railroad Administration (FRA) shall receive a \$2.50 per hour differential for hours worked performing rail compliance inspector duties.

NEW LOA Bi-Weekly Pay Period Assessment Workgroup and Committee:

- DAS shall convene a work group to assist in the design and implementation of a potential bi-weekly pay system.
- This will inform potential bargaining for the 25-27 CBA.

NEW LOA Salary Range Truncation:

- Effective April 1, 2024, 15 classifications in salary range 21 and below will be truncated by removing the first 2 steps in each salary range.
- Employees whose current rate is below the first step of the new truncated salary range shall be moved to the first step of the truncated range.
- Employees whose current rate is within the new truncated salary range shall remain at their current rate in the truncated range and shall remain there until their next salary eligibility date.

NEW LOA One-Time COLA Payment:

- Employees who were employed on August 23, 2023, will receive a \$1500 payment in their November 1, 2023, paycheck.

LOA Working Remotely:

- Sunsetting as incorporated as modified into the Working Remotely Article 12.15.

NEW LOA Paid Leave Oregon:

- AEE and DAS have agreed to a limited re-opener of the Collective Bargaining Agreement in November 2023, for the purposes of negotiating the use of accrued leave while receiving Paid Leave Oregon benefits.

