

AGREEMENT

BETWEEN
THE

**STATE OF OREGON
DEPARTMENT OF ADMINISTRATIVE SERVICES**

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 3336**

FOR THE

**DEPARTMENT OF
ENVIRONMENTAL QUALITY**

2007-2009

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PREAMBLE

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of the Department of Environmental Quality (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees, Local 3336 (hereinafter the "Union"), for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 – RECOGNITION

Section 1.

The Employer and the Agency recognizes the Union as the sole and exclusive bargaining agent for: All classified employees of the State of Oregon, Department of Environmental Quality, excluding supervisory, confidential, managerial, temporary, and part-time employees working less than thirty-two (32) hours per month.

Section 2.

This Agreement binds the Union and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer and the Agency and any person designated by it to act on its behalf.

ARTICLE 2 – MANAGEMENT RIGHTS

The parties agree that the Employer and the Agency have the right to operate and manage the Agency, including, but not limited to the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, standards and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or part of the operation shall continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against employees; to lay off employees; to recall employees; to require overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 3 – UNION RIGHTS

Section 1.

The Union will notify the Human Resources Manager of the Agency in writing of its representatives from District Council 75 who will be "Union Representatives."

Section 2.

Union Representatives will be allowed to visit the work areas of the employees during work hours, after advising the Human Resources Manager of the Agency, or his/her designee if the visit is in the Central Administrative Office, or the supervisor of the field office, or his/her designee, of their presence for the purpose of meeting with employees regarding matters affecting their employment. Such visits are not to interfere with the normal flow of work and are to be limited to nonduty time. Under circumstances where a Union Representative acts as a steward performing grievance investigation(s) and/or processing, this may occur during duty time.

Section 3.

The internal business of the Union shall be conducted by the employees during their nonduty hours.

Section 4.

Upon written request and approval of the Human Resources Manager, or designee, the Union may be allowed the use of the facilities of the Agency for meetings when such facilities are available and the meeting would not interfere with the business of the Agency.

Section 5.

The Agency shall furnish each new employee with notice provided by the Union that the Union is the certified collective bargaining representative.

Section 6.

Stewards and new employees shall each be granted fifteen (15) minutes of Union business time, during the new employee's first thirty (30) days of employment, for the purpose of identifying the Union's status, organization benefits, facilities, related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes. The Agency shall provide the Union at least ten (10) days notice of the time and place of any new employee group orientation meetings. In lieu of the orientation time referred to above, the Union may make a fifteen (15) minute presentation at the group orientation on behalf of the Union. If the presenter is an Agency employee, he/she will be allowed one (1) hour of Agency time including travel for this group presentation.

Section 7.

The Agency shall continue to provide reasonable bulletin board space for the use of the Union in communications dealing with social functions, meetings, elections, Union appointments and such other information as may be approved by the Agency's Human Resources Manager. Copies of bulletin board materials may also be distributed through the E-Mail system.

Section 8.

Upon request and no more than once a month the Agency shall furnish to the Union an alphabetized listing of the names, classifications, and home addresses and division or regional office where employed of all new, transferred, or terminated employees in the bargaining unit. Upon request and no more than quarterly, the Agency shall furnish a listing with the same information as provided monthly of all employees in the Agency. Costs for additional information requests will be payable by the Union.

Section 9.

provided payroll deductions for its regular monthly dues in accordance with and as entitled to under ORS 292.055.

Section 10. AFSCME President Leave.

a. Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from his/her position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than his/her full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.

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

ARTICLE 4 – LAWS AND REGULATIONS

This Agreement is subject to all applicable existing and future State and federal laws and regulations.

ARTICLE 5 – UNIT CLARIFICATION

Any dispute or question concerning bargaining unit composition shall be resolved by the Employment Relations Board.

ARTICLE 6 – EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, color, religion, sex, sexual preference, national origin, disability, marital status, or political affiliation. The Union further agrees that it will support the Agency's implementation of applicable federal and State laws, regulations, and guidelines including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375 and the Governor's Policy and Guidelines for Affirmative Action Plans in State agencies.

Section 2.

All complaints alleging any form of discrimination in violation of this Contract shall be submitted to the Director or his/her designee. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. If satisfactory solution cannot be reached, the Director or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the Agency to the complainant and the Union. If the complaint is not resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division; except that complaints alleging discrimination because of sexual preference or political affiliation may be submitted to the Department of Administrative Services, Labor Relations Unit if unresolved by the Agency. The Department of Administrative Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the employee and the Union.

ARTICLE 7 – DEFINITIONS

Continuous Service: Uninterrupted employment with the Agency. An interruption is a separation from employment except for layoff.

Classification Specifications: A document established by Department of Administrative Services, Human Resources Services Division setting forth a class title, a statement of minimum qualifications, duties, authorities and responsibilities.

Day: Calendar day unless otherwise specified.

Promotion: Movement of an employee from a position in one class to a position in another class having a higher maximum salary rate.

Demotion: A movement of an employee from a position in one class to a position in another class having a lower maximum salary rate.

Dismissal: A complete separation of a regular status employee from State service for disciplinary reasons.

Regular Status Employee: An employee who successfully completes a trial service period.

Job Share Position: A full-time position identified by the appointing authority in the classified service that is classified as one that may be held by more than one (1) individual on a shared time basis whereby the individuals holding the position work less than full time.

Part-Time Employee: An employee in the bargaining unit who works thirty-two (32) hours or more per month, but less than full-time per month in a budgeted position (excluding job share, seasonal employees).

Seasonal Employee: An employee filling a position which occurs, terminates, and recurs periodically and regularly regardless of duration.

Underfilling: Employment of a person in a classification lower than the established class of the position.

Position Description: A written description of a position which contains the title, a statement of duties, authority and responsibilities.

Reemployment: A return by a former regular status employee to the Agency within a period of two (2) years from the date of separation.

Proration of Benefits: To divide or distribute entitlements, as provided by the Collective Bargaining Agreement. The proportional distribution shall be determined by the following method: Actual Hours in Paid Status/Divided by Total Regular Hours in the Month/Times the Entitlement's Value.

Paid Status: Compensable hours which include hours worked, or a combination of sick, vacation, personal, and compensable leaves.

Seniority: Unless otherwise indicated in this Agreement, seniority means continuous service with the Agency. All leave without pay (LWOP) periods that exceed fifteen (15) calendar days shall be deducted from the computation of continuous service, except that periods of LWOP for qualified and authorized FMLA/OFLA leave will be counted for seniority calculations.

Temporary Employee: As defined by Statute.

ARTICLE 8 – AVAILABILITY OF THE PARTIES TO EACH OTHER

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

ARTICLE 9 – FAIR SHARE

Section 1.

On the first pay period of each month, the Agency shall deduct from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions pursuant to ORS 292.055 a sum equal to Union dues. This deduction shall begin on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement.

Section 2.

Employees in the bargaining unit who are not members of the Union shall make payments in lieu of dues which shall be the equivalent of regular Union dues. Beginning with the first payroll period after the execution of this Agreement and on each period thereafter, the Agency will deduct from the wages of each bargaining unit employee who is not a Union member the payments in lieu of dues required by this Article. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment. The Agency shall remit a payment for all said deductions to the Union by the 20th of the month after the deductions are made. Said payment shall be accompanied by a listing of the names and employee identification numbers of all employees from whom deductions were made.

Section 3.

Dues and payments in lieu of dues for employees working less than twenty (20) hours per week will be on a prorated basis as outlined by Union policy. It shall be the responsibility of the Agency's Human Resources Department to notify the Union of employee's names and employee identification numbers working less than twenty (20) hours per week or less than thirty-two (32) hours per month for the purpose of prorating dues or fair share.

Section 4.

During the life of this Agreement, the Union will notify the Agency periodically of individuals who have become members of the Union and to whom the fair share provisions of this Article will not thereafter apply.

Section 5.

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Agency that this has been done.

Notwithstanding an employee's claim of exemption under this Section, the Agency shall deduct payments in lieu of dues from the employee's wages pursuant to this Article, until agreement has been reached between the employee and the Union.

Section 6.

The Union shall provide the Agency Payroll Office with Union application/authorization forms. Human Resources Department shall supply said applications to prospective members upon request, and shall process completed applications forwarding a copy to the Union immediately upon receipt.

Section 7.

The Union agrees that it will indemnify, defend and save the Employer and the Agency harmless from all suits, actions, proceedings, and claims against the Employer and the Agency or person(s) acting on behalf of the Employer and the Agency whether for damage, compensation, reinstatement, or combination thereof arising out of the Agency's implementation of this Article.

ARTICLE 10 – LIMITED DURATION APPOINTMENTS

Section 1.

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award or legislative funding for a specific project. Such appointments shall be for a stated period normally not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects.

Section 2.

a. Newly hired persons on a limited duration appointment in a limited duration position shall not be entitled to any layoff rights under this Agreement. All employees with limited duration appointments in permanently-vacated permanent positions shall be entitled to layoff rights after twenty-four (24) months of continuous employment.

b. If a limited duration position becomes permanent, then the employee in that position may be offered that position in accordance with Article 16 (Filling of Vacancies).

c. An employee appointed from permanent regular status in the Agency to a limited duration appointment in the Agency shall be reinstated to his/her former permanent regular status classification in the Agency when the limited duration appointment is terminated. If the employee is appointed to a subsequent limited duration appointment(s) prior to reinstatement to his/her former permanent regular status classification, the employee shall retain his/her right to such reinstatement. First priority shall be given to offering reinstatement position within the former work location. If a position is not available within the former work location, a reinstatement position shall be offered in some other work location. Such return rights shall not apply if charges are filed and he/she is discharged as provided in Article 12 (Discipline and Discharge).

Section 3.

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

a. That the appointment is of limited duration.

b. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2 (a) and (b) of this Article.

c. That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

Section 4.

New or current employees can be hired into permanent positions under limited duration status under the following conditions.

- a. The position has been temporarily vacated due to job rotation, limited duration, extended leaves.
- b. The position is known to have limited work and funding, not to exceed two (2) years.
- c. The position is newly created by legislative action or is currently vacant.

ARTICLE 11 – AGENCY PERSONNEL POLICIES

The Agency shall provide a copy of its written personnel policies to the Union. An up-to-date copy of current personnel policies shall be made available in every Division to employees.

When a change of policy occurs, a copy of the change will be mailed to the Union and notification will be provided to all affected employees.

ARTICLE 12 – DISCIPLINE AND DISCHARGE

Section 1.

No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause. Just cause includes the principles of progressive discipline and due process. The purpose of progressive discipline is to advise the employee of needed improvement in a professional manner, and provide the employee an opportunity to improve. It is recognized that the appropriate level of discipline depends on the circumstances of each case.

Section 2.

a. Discharge of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reason for the appeal and must be submitted to the Department of Administrative Services, Labor Relations Unit within ten (10) calendar days from the effective date of the discharge. Such appeal shall be heard by the arbitrator pursuant to the terms and conditions outlined in Section 5 to Section 9 of Article 13 (Grievance Procedure).

b. An FLSA-non-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. An FLSA-exempt employee demoted or suspended consistent with the salary basis requirements of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion or suspension of a regular status employee may be appealed to Step 2 of the Grievance Procedure within fifteen (15) calendar days from the effective date of the action. Any further appeal of an action specified in sub (b)

shall follow the procedure and time frames outlined in Article 13 (Grievance Procedure).

Section 3.

A written predissmissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency's Director or designee at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Agency Director, the employee may be suspended with pay or be allowed to continue work as specified within the predissmissal notice. The predissmissal notice will not be included in the employee's official personnel file. Following the predissmissal meeting, a copy of a letter to the employee, summarizing the charges and notifying the employee of the Director's or designee's decision shall be placed in the employee's official personnel file.

Section 4.

If the Agency has reason to discipline an employee it shall be done in a manner which will not embarrass or humiliate the employee in front of other employees or the public.

Section 5.

Unauthorized absence of the employee from duty shall be deemed to be without pay and may be grounds for disciplinary action by the Agency. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if extenuating circumstances existed.

Any employee who is absent for five (5) consecutive workdays without authorized leave shall be deemed to have resigned unless prevented from notifying the Employer due to circumstances beyond his/her control. The employee will be offered the opportunity to explain the circumstances beyond his/her control which prevented the employee from notifying the Employer. If the Agency determines the information presented does not excuse the unauthorized absence, the employee's personnel records will reflect that the employee resigned.

Section 6.

All notices of predissmissal, suspension, reduction in pay, written reprimand, demotion and/or dismissal shall be forwarded to the Union on the same day as the employee is notified.

Section 7.

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 an AFSCME Council Representative before the interview, but such consultation shall not cause an undue delay.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 1.

Grievances are defined as acts, omissions, applications, meaning or interpretation alleged to be violations of the terms and conditions of this Agreement.

Section 2.

It is the intent of the Agency and the Union to resolve employee problems and complaints, or differences in the interpretation of the contract, by informal methods if possible. Such informal methods may include, but are not limited to, collaborative problem-solving. Furthermore, the Agency may, at its sole discretion, permit Union participation in circumstances where such participation is not required by law or this contract. However, if the Union or an employee desires a formal resolution of any grievance or dispute, which arises concerning the application, meaning, or interpretation of this Agreement (except complaints of discrimination in Article 6), such grievance shall be resolved as provided under Section 3 of this Article.

Section 3. Grievance Steps.

STEP 1. Any affected employee with the Union, or the Union on an employee's behalf, may file a grievance in writing with his/her immediate excluded supervisor within thirty (30) calendar days of the date of the alleged breach of this Agreement, or of the date the Union or employee knew or should have known of the alleged breach. The grievance shall include: (a) a statement of the grievance and relevant facts; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought. The supervisor or management designee shall respond in writing to the grievance within fifteen (15) calendar days to the employee, with a copy to the Union.

STEP 2. If the grievance remains unresolved at STEP 1, it may be appealed to the Agency Director within fifteen (15) calendar days after the response required by STEP 1 was due. The Agency Director or his/her designee shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

Section 4. Department of Administrative Services Review.

If the grievance remains unresolved at STEP 2, the Union may file the grievance with the Department of Administrative Services, Labor Relations Unit, within fifteen (15) calendar days following receipt of the response at STEP 2. The Department of Administrative Services shall respond within fifteen (15) calendar days following receipt of the appeal to the Department of Administrative Services.

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

Section 5. Submission to Arbitration.

Any grievance, having progressed through the Steps as outlined in this Agreement and remaining unresolved following Department of Administrative Services review, may be submitted to arbitration for settlement. To be valid a request for arbitration must be in writing and received by the Department of Administrative Services within fifteen (15) calendar days

of the receipt of the response from the Department of Administrative Services review process.

Failure to file a valid arbitration request within the specified fifteen (15)-calendar day period shall constitute forfeiture of claim and the case shall be considered closed by all parties.

If arbitration is requested, the parties shall meet to attempt to formulate a submission agreement to be forwarded to the arbitrator.

Section 6. Mediation.

Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either the Department of Administrative Services or the Union may request mediation of the grievance. If agreed to by both parties, mediation will be scheduled and conducted by the Conciliation Service Division of the Employment Relations Board. Mediation is not a mandatory step of the grievance procedure.

Section 7. Selection of the Arbitrator.

In the event that arbitration becomes necessary the Union and the Department of Administrative Services will jointly request from the Employment Relations Board the names of five (5) qualified arbitrators. They will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator and arbitration hearings shall commence within fifteen (15) calendar days thereafter, unless otherwise mutually agreed by the parties.

Section 8. Arbitrator's Authority.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay, or to mitigate the penalty as equity suggests under the facts.

Section 9. Expenses of Arbitration.

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

Section 10.

Employees are entitled to act through a Union Representative or Shop Steward to initiate a grievance. Employees are entitled to representation by a Shop Steward at the first and/or second step or by a Union Representative at any step in this Article.

Section 11.

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 or Shop Steward.

Section 12.

If five (5) or more employees file a grievance on exactly the same issue, it shall be heard at STEP 2 of the procedure outlined in this Article and treated as a group grievance.

Section 13.

Time limits may be extended by agreement of the parties.

Section 14.

Failure of the aggrieved party to comply with the time limits outlined above shall constitute abandonment of the grievance.

ARTICLE 14 – SHOP STEWARDS

Section 1.

A reasonable number of Shop Stewards shall be allowed to ensure access to all Agency employees. The Union shall select Stewards and will make every effort to ensure that a sufficient number are available to represent all bargaining unit members. The Union shall immediately notify the Human Resources Manager of the names of Shop Stewards and their work locations. The Union shall update the list as changes occur.

A bargaining unit member may select from available Stewards for representation in an investigation or grievance. Selection of a Steward is subject to Section 2 provisions.

Section 2.

Stewards may receive, but not solicit, and may discuss complaints and grievances of employees on the premises and time of the Agency, but only to such extent as does not neglect, retard or interfere with the work and duties of the Shop Stewards or with the work or duties of employees. No Steward will be granted per diem, transportation costs, overtime, or travel time to investigate grievances away from the Steward's work site. Upon notice to their immediate supervisor, Shop Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances. No more than one (1) Steward at a time shall be granted such time to investigate the same grievance. For training purposes, a second Steward may attend grievance discussions on paid time on a case-by-case basis subject to management approval.

If the permitted activities would interfere with either the Shop Steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities without the proper notification and release by the supervisor(s) involved will be considered unauthorized leave without pay for both the Shop Steward and the grieving employee. Each Shop Steward shall maintain and furnish to his/her immediate supervisor, on the regular monthly time distribution sheet, a record of dates and times spent on the functions described in this Article.

Section 3.

The Agency agrees there shall be no reprisal, coercion, intimidation or discrimination against any Shop Steward for the conduct of the functions described in this Article.

Section 4.

At the Union's request and subject to the operating requirements of the Agency, Shop Stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay to attend Union recommended trainings.

ARTICLE 15 – PERSONNEL RECORDS

Section 1.

An employee may, upon request, inspect and obtain a copy of the contents of his/her official Agency personnel file and his/her manager's working files regarding the employee. No grievance shall be kept in the personnel files after the grievance has been resolved except the resolution.

Section 2.

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

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

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

Section 3.

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

Section 4.

An employee may include in the personnel files copies of any relevant material the employee wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects credibly on the employee.

Section 5.

Records of disciplinary action and memos of expectation shall be retained for a maximum of three (3) years. At the employee's request, specifically identified materials reflecting caution, warning, admonishment, and disciplinary action will be removed two (2) years after the effective date of the action provided no incident of a similar nature has been documented in the intervening time. This early removal provision does not apply to memos of expectation or performance reviews. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

ARTICLE 16 – FILLING OF VACANCIES

Section 1.

The Agency desires to fill vacancies with the best qualified applicants available. Within that context, the Agency intends to insure that protected classes are given an opportunity to compete for all openings within the bargaining unit.

The Agency will determine whether and how a vacancy is to be filled, and will make the determination of which individual will fill the vacancy. Subject to the requirements of affirmative action and equal employment opportunity, where two (2) or more employees are equally qualified for the position, which qualifications will include if applicable, but not necessarily be limited to work performance, work history, education, training, experience, skills, achievements, knowledge, references, licenses and certifications, the vacancy shall be given to the employee who has the greater seniority with the Agency. The Union may appeal these determinations through the grievance procedure.

Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit. Education and training shall be as provided under Article 23.

Section 3.

Employees will be notified of bargaining unit vacancies to be filled competitively by a posting on the bulletin board and E-Mail. This posting will be for a minimum of five (5) days.

ARTICLE 17 – TRIAL SERVICE

Section 1.

All employees appointed to a position shall serve a trial service period of six (6) months except:

- a. Employees having served at least two (2) years in the same classification and promoted within the same work unit, under the same supervisor;
- b. Former employees having served at least two (2) years in the same classification and re-employed in the same classification and in the same work unit after an absence of less than two (2) years.

Employees under sub (a) and (b) shall serve a three (3)-month trial service period. Any such abbreviation of trial service shall not alter the required six (6)-month period necessary to receive a Merit Salary Increase as provided for under Article 34 of this Agreement.

Section 2.

At any time during the trial service period, the Agency may remove an employee if, in the judgment of the Agency, the employee is unable or unwilling to perform his/her duties

satisfactorily or if in the judgment of the Agency his/her habits and dependability do not merit his/her continuance in the position.

If such employee was previously a regular status employee in another bargaining unit position in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former classification unless charges are filed and he/she is discharged as provided in Article 12 (Discipline and Discharge).

Section 3.

An employee who is transferred or demoted to another position in the Agency prior to the completion of the trial service period shall complete a new trial service period of six (6) months.

Section 4.

An employee's trial service period shall not be extended except in instances where an employee has a leave of absence or is on Hardship Leave. A leave of absence or Hardship Leave shall extend the trial service period by the number of calendar days of the leave taken by the employee.

Section 5.

If an employee is removed from his/her position during his/her trial service period the employee shall not have rights to appeal the Agency's decision.

ARTICLE 18 – CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

a. When an employee is assigned, in writing, by the Agency for a limited time period to perform the major distinguishing duties of a position at a higher level classification for five (5) consecutive workdays, or forty (40) consecutive work hours, that employee shall be paid at the first step in the assigned classification or five percent (5%) more than his/her current rate of pay, whichever is greater.

When such assignments are made to work out of classification for five (5) consecutive workdays, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment.

When an employee is assigned to work out-of-classification pending approval of a reclassification upward, the work out-of-classification compensation will be paid in accordance with Article 18, Section 7. In the event final approval of the reclassification is not obtained, then the difference between the WOC pending reclassification and the Article 18, Section 1 WOC rate will be reconciled and paid to the employee.

b. An employee who is underfilling a position shall be informed in writing that he/she is an underfill, the reasons for the underfill, and 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 to the position, the employee shall be reclassified.

c. An employee who accepts duties out of class for training or developmental purposes shall have an agreement in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. Such assignment shall not exceed twelve (12) months. A copy of the notice shall be placed in the employee's file.

Section 2. Revision of Classification Series.

a. Prior to implementation of new classifications, or major revisions of existing classifications, the parties will negotiate rates of pay, effective date and method of implementation.

b. Should the Agency establish a new classification or materially revise an existing classification during the life of this Agreement, the parties shall meet and negotiate the salary range for the new or revised classification.

c. Employees shall be informed of their allocation into the new classification system by the Employer. Appeals to position allocation in the new classification system shall be filed by the employee with the Human Resources Manager. Such appeals shall be forwarded to a Department of Administrative Services Review Committee consisting of two (2) members designated by the Employer, and two (2) members designated by the Union. All allocation appeals shall be resolved in the manner which has been established for all AFSCME allocation appeals during recent negotiations at the State central table.

Section 3. Reclassification Procedure.

a. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Agency Human Resources Office.

b. The Agency shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of reclassification request, the Agency shall notify the Union of its findings. If the findings indicate reclassification, the Agency shall decide to seek approval if necessary or remove the duties.

Section 4. Upward Reclassification.

When a position is reclassified upward a regular incumbent shall be continued in the position. He/she shall be advanced to the higher class with the same status held in the lower class if he/she meets minimum experience and training requirements. When a position is reclassified upward and the incumbent does not have regular status, the position will be filled competitively at the higher level.

Section 5. Downward Reclassification.

a. When a position is reclassified to another class at the same pay level or to a class that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new class.

b. The Agency shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so within thirty (30) days prior to the effective date.

c. When an employee is reclassified downward, the employee's rate of pay shall be the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary review and eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified.

d. No employee with the same duties within the same classification in the same geographic area shall be reclassified downward while other employees with less service credits remain in the original class.

Section 6. Equal Reclassification Rate.

When an employee is reclassified to a class having the same salary range, his/her rate of pay will not be changed.

Section 7. Pay for Upward Reclassification.

Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then whatever step of a new salary range constitutes a pay increase. If the new salary rate is less than a four percent (4%) increase, then the employee's rate shall be the next step of the new salary range. In no case shall it exceed the new salary range maximum.

Section 8. Pay Date of Upward Reclassification.

a. Effective date of reclassification payment shall be the first of the month following the month in which the reclass request was received by the Department of Administrative Services.

b. The employee does not retain his/her old eligibility date and will be eligible for salary increase the first of the month following twelve (12) months in the new class.

Section 9. Pay for Upward Reclassification Denial.

If the Legislature or the Department of Administrative Services does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclass request was received by the Agency Personnel Officer to the date the duties were removed.

Section 10.

a. If an employee's reclass request is denied pursuant to Section 3 of this Article, or an employee's position is to be reclassified downward pursuant to Section 5 of this Article, the Union may appeal the decision to the Agency Administrator or designated representative within fifteen (15) calendar days after receipt of the Agency's decision. The written appeal must state:

The reason(s) why the Agency's decision is arbitrary.

The Agency shall respond in writing within fifteen (15) calendar days from the receipt of the Union's appeal.

b. If the Agency's response does not resolve the matter, the Union may within fifteen (15) calendar days from the date of the Agency response, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to Section 4 of Article 13 (Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Agency's written response in sub (a) of this Section. The appeal must state the following:

The reason(s) why the Agency's decision is arbitrary.

The arbitrator shall allow the decision of the Agency to stand unless he/she finds the decision was arbitrary.

If the arbitrator finds the Agency's decision is arbitrary, the arbitrator's authority shall extend only to stating if the employee's current classification is inappropriate. If the arbitrator finds the employee's current classification is inappropriate, he/she shall refer the issue to the Agency for reconsideration. The Agency shall either remove the higher level duties or reclassify the position. The arbitrator shall have no power to substitute his/her discretion for the Agency's discretion on classification matters.

This Section shall supersede Section 5 of Article 13 (Grievance Procedure) on the delineation of the arbitrator's authority on matters spoken to in this Article.

ARTICLE 19 – CONTRACTING OUT

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

Feasibility studies will not be required when: (1) an emergency situation exists as defined in ORS 279.011(4), and (2) either the work in question cannot be done by available bargaining unit employees or necessary equipment is not readily available.

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

Section 2. The Employer shall evaluate the Union's alternate proposal provided under Section 1. If the Employer's evaluation of the Union's alternate proposal confirms that it would result in providing quality and savings equal to or greater than that identified in the management plan, the Parties will agree in writing to implement the Union proposal.

Section 3. Should any full-time bargaining unit member become displaced as a result of contracting out, the Employer and the Union shall meet to discuss the effect on bargaining unit members. The Employer's obligation to discuss the effect of such contracting does not obligate it to secure the agreement of the Union or to

exhaust the dispute resolution procedure of ORS 243.712, 243.722, or 243.742, concerning the decision or the impact.

“Displaced” as used in this Article means when the work an employee is performing is contracted to another entity outside state government and the employee is removed from his/her job.

Section 4. Once an Agency makes a decision to contract out, the Agency will choose either (a) or (b) below. The Agency will notify affected employees of the option selected. The Agency will post and provide to the Union, a list of service credits for employees in all potentially affected classifications within the Agency. Within five (5) business days of the notice, the affected employees will notify the Agency of acceptance of the Agency’s option or decision to exercise his/her rights under (c) below:

- a. Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to “just cause” terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 20, an eligible employee shall be placed on the Agency layoff list and may, at the employee’s discretion, be placed on a secondary recall list for a period of two (2) years; or
- b. Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 16, Filling of Vacancies, this Article shall prevail.
- c. An employee may exercise all applicable rights under Article 20, Layoff.

Section 5. The following provisions govern the administration of the requirement under this Article to conduct feasibility studies in cases of contracting out and will supplement the provisions included in the contract.

a. The Employer agrees that all AFSCME represented state agencies will conduct a feasibility study in instances of contracting out work performed by bargaining unit employees when contracting out will result in displacement of bargaining unit employees.

b. The Parties agree that AFSCME–represented agencies will send directly to AFSCME’s Executive Director and to DAS HRSD Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

ARTICLE 20 – LAYOFF

As the Agency values stability in the workforce and the talents and contributions of its employees, the Agency will make a good faith effort to implement other workforce adjustment measures before implementing layoff. Other workforce adjustment measures include, but are

not limited to, reassignment of employee to existing budgeted vacancies where qualified, voluntary resignations, demotions, work-week reductions or furloughs. When the Agency decides a workforce adjustment or layoff will be necessary, the Agency will share the workforce adjustment plan with the Union.

Section 1.

A layoff is defined as a separation from the service for involuntary reasons not reflecting discredit on an employee. An employee and the Union representative shall be given written notice of layoff as far in advance as possible but not less than fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

Section 2.

Up to two (2) employees per Division may be protected from layoff for up to ninety (90) days if their loss would demonstrably work a hardship on the operation of the Agency. Extensions may be granted by mutual agreement of the parties.

Section 3.

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 his/her seniority and his/her contractual bumping rights. The Agency shall notify the Union of the seniority of all employees in all affected positions in writing. 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 and contractual 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. An initial trial service employee can not displace any regular status employee.

d. An employee notified of a pending layoff shall select one (1) of the following options and communicate such choice in writing to the Human Resources Manager within five (5) calendar days from the date the employee is notified in writing. The following points apply to options 1 through 3 below:

- If the employee with the lowest seniority is part-time and the employee electing to displace the lowest seniority employee is full-time, the full-time employee shall convert to part-time and shall work only the number of hours per week as the displaced part-time employee, unless more hours are mutually agreed to by both parties.
- If the employee with the lowest seniority is full-time, and the employee electing to displace the lowest seniority employee is part-time, the part-time employee shall convert to full-time and shall work forty (40) hours per week, unless fewer hours are mutually agreed to by both parties.

1. The employee may displace an employee in the Agency with the lowest seniority in the same classification for which he/she is qualified in the same geographical area in the Agency where the layoff occurs.

2. The employee may displace an employee in the Agency with the lowest seniority in a position in a classification with the same salary range (lateral) for which he/she is qualified in the same geographic area where the layoff occurs, provided that he/she has previously completed trial service in a position in that classification with the Agency.

3. The employee may demote, which may result in the displacement of another employee, to the lowest seniority position in any classification for which he/she is qualified within the Agency and geographic area. Employees who elect to demote shall be placed on any geographic area layoff list of his/her choice, within the Agency, for the classification from which he/she 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 his/her choice, within the Agency, for the classification from which he/she was laid off.

e. To be qualified for the options under Section 3(d) (1) (2), and (3) the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within two (2) weeks. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the two (2)-week time period is for the purposes of orienting an employee to the position, not training the employee to perform the work. Therefore, it is necessary that the employee can perform all of the core duties and responsibilities of the position as determined by the Agency prior to bumping into the position.

If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position, he/she 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 and that the employee is capable of performing the specific requirements of the position.

f. When exercising an option under Section 3 (d) (1), (2), and (3) an employee shall only be eligible to displace another employee with a lower seniority.

g. Job Share.

1. Individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of seniority shall be considered as two (2) part-time employees.

2. Seniority for prior non-job-share time shall be determined by giving the employee one (1) point per month for any full-time worked and pro rata credit for each month spent on the job in less than full-time capacity.

3. If employees in a job-share position are to be treated as part-time employees, seniority for the position shall be determined on a prorated basis as per part-time seniority computation.

h. 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 his/her overfill status upon return to his/her classification.

i. Any employee displaced by another employee exercising options under Section 3 (d) (1), (2), and (3) may also exercise any option under Section 3 (d).

Section 4.

Computation of seniority for regular status employees shall be made as follow:

a. One (1) point per month for each full month of unbroken service in State service excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated

basis. Periods of authorized leave without pay will be deducted from seniority calculations pursuant to the definition of seniority in Article 7 – Definitions. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

b. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given to:

1. Length of continuous service with the Agency;
2. Length of continuous service in the job classification.

Section 5.

Any trial service employee 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.

Employees who are appointed to a vacant position with different duties and a different manager as the result of a workforce adjustment will serve a trial service period pursuant to Article 17 in that new position. If the employee was previously a regular status employee in the bargaining unit and is not able to satisfactorily perform the duties of the new assignment, the employee will be assigned to another vacant position for which the employee qualifies, in the same or equal classification. If no suitable position exists, the employee will be laid off in accordance with this Article.

Section 6.

Regular 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. The eligibility for such seasonal employees shall be canceled at the end of each season. At the completion of a season, all seasonal employees shall be terminated without regard to seniority. Regular 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 geographical area the following season in order of seniority to the extent that work is available to be performed.

Section 7.

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 8. 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 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 geographical area.

The employee shall designate, in writing, the geographic area layoff list(s) on which he/she wishes to be placed. The term of eligibility of candidates placed on the list shall be two (2) years from the date of placement on the list.

Section 9. Right of Return.

Employees who have demoted, voluntarily transferred, or have been reassigned as a result of a workforce adjustment plan shall be afforded the right to return to a vacant position for which they are qualified within their former classification and section for one (1) year from the time of their reassignment.

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 highest seniority who meets all of the minimum qualifications for the position's classification and who is capable of performing the specific requirements of the position as stated on the position description within two (2) weeks. An employee who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the two (2)-week time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the core duties and responsibilities of the position as determined by the Agency prior to being recalled to the position.

If an employee on a layoff list is offered a position, he/she may refuse the position, but his/her name will be removed from the layoff list in that geographic area.

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

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. Not accepting a temporary job does not constitute a right of refusal under this Section. This shall only apply to employees separated from State service. Such employees shall be appointed as a temporary employee, remain on the layoff list, and will not be eligible for any benefits covered under this Agreement.

Section 11. Secondary Recall Rights.

a. Application. These rights apply to all employees in bargaining units represented by AFSCME at Central Table negotiations as well as the Department of Corrections and Board of Parole except employees who are laid off during initial trial service.

b. Definitions.

1. Geographic Areas, for the purpose of secondary recall, are each location for which an employee may indicate his/her willingness to relocate on the State's PD100.

2. Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.

3. Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.

c. Coordination with Filling of Vacancy and Layoff Articles. The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.

d. Procedures.

1. Placement on the Secondary Recall List.

A. Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the

option of electing placement on the Secondary Recall List by geographic area for other AFSCME-represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the Secondary Recall List for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.

B. Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.

2. Use of the Secondary Recall List.

A. After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Layoff List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted

B. To be eligible for appointment from the Secondary Recall List, a laid -off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.

C. Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one (1) of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.

D. Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

3. Appointments/Refusals of Appointments from Secondary Recall List.

A. A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List; however, an Agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.

B. Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.

C. Employees appointed to positions from the Secondary Recall list shall serve a trial service period not to exceed three (3) full months except that employees hired into the Offender Information and Sentence Unit as Prison Team Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct

warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

D. Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

Section 12. Geographic Area.

1. Northwest Area
Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties
2. Willamette Valley Area
Benton, Lane, Lincoln, Linn, Marion, Polk and Yamhill Counties
3. Southwest Area
Coos, Curry, Douglas, Jackson and Josephine Counties
4. Central Area
Crook, Deschutes, Hood River, Jefferson, Klamath, Lake, Sherman and Wasco Counties
5. Eastern Area
Baker, Grant, Gilliam, Harney, Malheur, Morrow, Umatilla, Union, Wallowa and Wheeler Counties

Section 13.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons, except Article 27 (Inclement Conditions), beyond the Employer's control which does not exceed fifteen (15) consecutive days and is not due to lack of funds, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. Such interruptions of employment for FLSA non-Exempt employees shall be recorded and reported as leave without pay, unless the employee opts to use accrued vacation leave, personal leave or compensatory time off during the period of the temporary interruption of work. For FLSA Exempt employees, the employee may exercise the option to use accrued vacation leave, personal leave or compensatory time off for temporary interruptions of employment that last one or more full workweeks, but for partial workweeks the employee is paid. Employees remaining on duty during the temporary interruption will be selected by seniority within classification.

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

ARTICLE 21 – PAYDAY AND PAY ADVANCES

Section 1.

All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a 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. 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 day. Any violation of this provision shall be cause for disciplinary action. 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.

Section 2.

Employees will be allowed one (1) pay advance during their first thirty (30) days of employment.

Section 3.

The parties agree that pay advances will be kept to an absolute minimum, generally no more than one (1) pay advance in any twelve (12)-month period, and are for emergencies. Within that context, employees may obtain an advance on their salary, subject to approval of the Appointing Authority, following receipt of the employee's written request describing the emergency. An emergency is defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. The amount of the request shall not exceed sixty percent (60%) of gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth of the month.

ARTICLE 22 – HEALTH AND SAFETY

Section 1.

The Employer agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 through 654.295, and 654.991) and Oregon Administrative Rules and to implement safe work practices to prevent occupational illnesses and injuries. The Employer supports, will follow, and expects employees to follow the DEQ Health and Safety Program and DEQ Health and Safety policies, including health and safety checklists, job hazard assessments and standard operating procedures. If an employee believes s/he is in an unsafe situation, s/he is expected to invoke Section 3 and/or 4 of this Article.

Section 2.

Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer and Business Services or if deemed necessary by the Agency. The Agency will consider safety committee recommendations when determining what safety equipment and clothing is required by employees. Such equipment, where provided, must be

used. Where the Agency has provided protective devices or clothing in the past and it is deemed necessary under this Article, the practice will continue. Protective clothing and safety devices shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Agency will develop policy concerning security of individual safety equipment. That policy will also refer employees to the Safety Officer to get needed/replacement materials.

Section 3.

a. The Agency will make information available to employees regarding the employee's right to refuse work that is unsafe or might endanger his/her health.

If an employee claims that assigned equipment or job assignment is unsafe or might endanger his/her health, and for that reason refuses to use the equipment or perform the assigned job, the employee shall immediately give his/her reasons for the refusal to his/her supervisor verbally, and in writing as soon as is practical. If there is a disagreement, the supervisor will request an immediate determination by the Agency Safety Officer or his/her designee or, if not available, a Safety Compliance Officer from the Department of Consumer and Business Services as to the safety of the equipment or job assignment in question. A Union Representative or Shop Steward may accompany designated safety representative and employee during this determination.

If the supervisor is not available, the statement of refusal shall be immediately directed to the next level of supervision for determination.

The supervisor shall endeavor to provide a written response including results of the review and determination, within thirty (30), but no later than sixty (60) days after the employee's notification of unsafe conditions and refusal to work. An extension may be granted upon agreement of the parties.

b. Pending determination provided for in this Section, the employee shall be given suitable work elsewhere.

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

Section 4.

Any pregnant or nursing employee assigned to work in an environment that may be harmful to the pregnancy, fetus, or nursing child may request reassignment to alternative work, at equal pay. The employer may request a physician, physician assistant or nurse practitioner statement regarding the proven or potential harm.

Section 5.

Information requested by a member of the Central Safety Committee regarding working conditions concerning health and safety will be provided in writing to the Central Safety Committee by the Agency's Health and Safety Officer within fifteen (15) days of the request. If the Agency is not able to respond to the request for information, the Agency will provide a written explanation.

Section 6.

The Agency shall provide space to permit ill or injured employees to lie down during working hours.

Section 7.

The Agency shall provide and maintain first aid kits in all work locations for use by employees in emergencies.

Section 8.

Safety committees are recognized as non-adversarial, cooperative workgroups for management and workers to promote safety and health in the workplace.

a. A central safety committee shall be administered by the Agency. In the area of safety, the committee's function will be as set forth by OAR 437-01-765. The Union and Management shall each appoint five (5) members who will serve by consent. In addition to the duties and responsibilities set forth in OAR 437-01-765, the Central Safety Committee will also:

1. By mutual agreement, determine appropriate annual training to be provided to members of the safety committees and Premises Safety Representatives, including training provided by the Department of Consumer and Business Services, OR-OSHA Division.
2. Be given the opportunity for input into the selection of long-term retainer contracts for health and safety consultants, prior to the Agency employing the consultants.

b. The DEQ Laboratory and the Vehicle Inspection Program shall each have safety committees of at least four (4) members comprised of equal numbers of management and represented staff from the respective programs. The number of employees on each of these committees will be determined by the Agency. The function of these safety committees is to discuss the specific and unique health and safety issues experienced in these areas, make recommendations for improvements, and assist in implementing approved changes. Two represented employees from the Central Safety Committee shall each serve on one of these two committees.

c. Safety committee members are expected to come to safety committee meetings prepared to discuss agenda items and shall be allowed up to four (4) hours of paid time per month to prepare, during their regular work hours at a time approved by their supervisor.

Section 9.

Management will select from volunteers or appoint Premises Safety Representatives (PSRs). PSRs will perform the duties identified in the Health and Safety Standard for Premises Safety Representatives.

Section 10.

Where medical records are necessary for the monitoring of employees exposed to hazardous materials, such records will be maintained by a medical facility in accordance with OAR 437-01-700 to 742 and the security and privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA). Records may be reviewed by the employee subject to standard operating procedures of the medical facility. The medical facility shall recommend work restrictions needed by individual employees to protect their health. These recommendations will be provided to both management and the employee subject to the requirements of HIPAA.

Medical records provided to the Agency by the employee or by the employee's medical provider with the employee's authorization, shall be kept in a confidential file, separate from the employee's official personnel file. The contents of this file may be shared subject to the requirements of HIPAA with appropriate management staff on a strict need-to-know basis.

Section 11.

The Agency will provide to employees in operations where safety glasses are required, prescription safety glasses, and replacement prescription safety glasses as needed, not to exceed one hundred and seventy-five dollars (\$175.00) annually. Choice of frames will be made by the employee. [Note: It is not the Agency's practice or intent to pay for eye examinations.]

Section 12.

In the Vehicle Inspection Program, the Agency will provide gloves for worker convenience. Additionally the Agency will reimburse the employee up to twenty dollars (\$20.00) for purchase of gloves one (1) time during the contract period.

The Agency will reimburse Vehicle Emission Technician 1 and 2 employees for slip and chemical-resistant footwear approved by the Health and Safety Program, not to exceed one hundred dollars (\$100.00) annually. Other VIP employees whose duties require the employee to work "in the lanes" at least twenty percent (20%) of the work year also will be eligible for the slip and chemical resistant footwear reimbursement, provided the duties and percentage of time required to perform the duties is documented in the employee's position description.

Section 13.

A joint management/represented employee committee will provide guidelines and suggested policies for implementation of an employee wellness program. The committee will select a chairperson from among the members and will be provided a budget of fifteen thousand dollars (\$15,000) per biennium to implement a statewide program designed to enhance employee health. The Human Resources Manager will provide oversight to the committee and approve recommended expenditures of budgeted funds.

ARTICLE 23 - EDUCATION, TRAINING, AND CAREER DEVELOPMENT

Section 1.

The Agency recognizes that employee participation in training, education and career development is beneficial to both the Agency and employees. The Agency will, as far as it is reasonably practicable to do so, provide training, education and career development opportunities for all employees. Such opportunities include, but are not limited to, job-related and career development training, participation in conferences and workshops, job rotations, mentorships and special assignments. The Agency will obtain and disseminate current information about available training and opportunities on a timely basis. To ensure that all employees are aware of the career development program, the Agency shall post information regarding the career development program on the Intranet, post notices via E-Mail at least annually and include information in New Employee Packets and New Employee Orientation. Employees share responsibility for identifying, researching, applying for training, education and career development opportunities, and are encouraged to discuss their career goals with their supervisors.

Section 2.

Training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Agency, he/she shall be

notified in writing, and he/she shall be paid for the time as time worked. When a regular status employee requests training, the request shall be made in writing in accordance with the procedure in the Agency training policy and management will respond in accordance with Agency training policy.

Vehicle Inspection Program employees may be granted paid time at their regular rate of pay to participate in DEQ or other state agency mentorship opportunities on their regularly scheduled days off (excluding holidays) during the normal business week. Requirements regarding participation are:

- a. The employee must complete a DEQ mentorship interest form.
- b. The employee's supervisor's approval.
- c. The receiving mentor's supervisor approval.
- d. For purposes of calculating overtime pursuant to Article 35, hours worked on scheduled days off for mentorship purposes will not count as time worked provided doing so complies with wage and hour requirements. Should the Bureau of Labor and Industries, or other authority, such as a court or arbitrator, determine the mentorship hours are subject to overtime requirements, management and the union shall meet to attempt to arrange a mutually agreeable alternative to provide for paid mentorship opportunities for employees.

Section 3.

The Agency may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Attendance at such training may be mandatory without loss of pay to the employee. The Agency shall determine the method of travel and shall reimburse or pay for those travel expenses.

Section 4.

Criteria used to approve or deny training, education, or career development shall be based on the current Agency training, education or career development program policy and procedure. Policies and procedures shall be reviewed and updated, if necessary, no less than every three (3) years and shall be readily available to all employees. If a regular status employee desires reimbursement for course registration for training outside of the Agency, the employee must receive written approval from the Agency.

ARTICLE 24 – WORKWEEK, WORKDAY AND WORK SCHEDULE

Section 1. Definitions.

The regular workweek is defined as seven (7) consecutive calendar days beginning on 12:01 a.m. on Monday and ending on the following Sunday at 12:00 midnight. A workday is the twenty-four (24)-hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight.

Alternate workweek schedules are defined as seven (7) consecutive calendar days beginning at 12:01 p.m. on Monday and ending on the following Monday at 12:00 noon, or beginning on 12:01 p.m. on Friday and ending on the following Friday at 12:00 noon; or a work schedule which may vary the number of hours worked on a daily basis, but not necessarily each day, and is four (4) or five (5) consecutive days beginning on 12:01 a.m. Monday and ending on the following Sunday at 12:00 midnight.

Section 2.

A regular work schedule is five (5) consecutive eight (8)-hour days. Alternative work schedules are anything other than five (5) consecutive eight (8)-hour days.

Section 3.

a. Employees on a Regular Work Schedule. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements. Each employee working an eight (8)-hour day shall be allowed two (2) rest periods.

b. Employees on an Alternative Work Schedule. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements.

c. Employees expected to work two (2) or more overtime hours past their regular shift shall be entitled to a fifteen (15)-minute rest period at the end of their regular shift and shall be entitled to rest periods as scheduled by the subsequent shift.

Section 4.

All employees working at least an eight (8) hour workday shall be granted a nonduty meal period of not less than thirty (30) minutes and not more than one (1) hour. Such meal period shall be scheduled as close as possible to the middle of the workday. Employees working less than an eight (8)-hour workday may be granted a meal period as determined by the Agency.

Section 5.

Employees assigned by their supervisor to take a meal period at their desk or office will have their meal periods considered on-duty time.

Section 6.

An employee desiring a change in work schedule may request such change to his/her supervisor. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to reporting pay, overtime compensation, and shift differential associated with the request.

ARTICLE 24A – FLEXTIME

Section 1. Definitions.

Regular schedule is five (5) consecutive eight (8)-hour days recurring each week.
Alternative schedule shall be any other full-time work schedule.

Section 2.

Work schedules shall be designated as either "regular" or "alternative." The starting and ending times during the week may vary to accommodate Agency needs and specific individual needs (generally referred to as flex time). These needs include job assignments, department operational needs, transportation, child care and education related to career advancement. The starting and ending time shall be approved by the supervisor and shall not be prior to 7:00 a.m. and the ending time shall not be after 6:00 p.m. Any exception must be requested in writing and mutually agreed to by the employee and supervisor. Alternative

scheduling agreed to will not impact or impair the Agency's ability to schedule or grant overtime, call-back, or other similar work assignment or scheduling.

Section 3.

All alternative work schedules must be responsive to the operational needs of the work unit. This shall include responsiveness to others both within and outside the Agency from 8:00 a.m. to 5:00 p.m., Monday through Friday. Such scheduling may vary to meet the operational needs for Vehicle Inspection Stations, the Regions, and Laboratory.

Section 4.

Employees on all work schedules are expected to take a one (1)-hour lunch break. Any employee who desires a shorter lunch break shall indicate such on a work schedule form. In no event shall the meal period be less than thirty (30) minutes. Statute requires that employees begin their lunch break no later than five (5) hours after starting work, in no event would this provision be superseded by a flex schedule. Current practice regarding accommodation for rest breaks shall continue.

Section 5.

Proposals for alternative work schedules may be initiated by a permanent or Limited Duration full-time status employee and must be approved by the Division Administrator. Prior to approval by the Division Administrator, work unit members will work together to prepare an alternative work schedule proposal and submit it to their immediate supervisor for review and concurrence. The manager of the unit will determine each employee's schedule within the unit to insure that the work unit operational needs are met. He/she will forward the agreed upon alternative schedule to the Division Administrator with a recommendation for approval. Trial service employees may request an alternative work schedule where it can be demonstrated that the alternative schedule requested can be accommodated and appropriate supervision for a trial service employee is available.

Section 6.

Where more than one (1) employee requests the same schedule and such schedule cannot be accommodated, preference will be granted on the basis of seniority within DEQ. Once a schedule has been granted, an employee may not be displaced by a more senior employee. Where seniority is the basis for a preferred alternative schedule, it may be used only once for the life of this agreement. New employees to the unit will be allowed to participate as can be reasonably accommodated within prior approved employees' schedules. Agency employees who transfer to a different unit cannot transfer their previously approved alternative schedule also. They may be accommodated upon request where such request meets the operational needs of the work unit.

Section 7.

Alternative work schedules will initially be approved for a period not to exceed one (1) year for regular status employees. A review of alternative schedules shall occur at least annually or as needed. At the time of review, individuals will not automatically have preferred allocation of the prior schedule as stipulated under Section 6 above.

Section 8.

An alternative schedule shall not allow an employee to work more than ten (10) regularly scheduled hours each day. Overtime for employees working an alternative schedule would start after forty (40) hours during a one (1)-week scheduled work period. In any event, overtime must have prior approval or scheduled consistent with the intent of Article 35 (Overtime) in the Collective Bargaining Agreement.

Section 9.

During a work period when a compensable holiday occurs the employee will be granted appropriate holiday hours for the holidays recognized in Article 28 at the straight-time rate. When the compensable holiday, or portion thereof, falls on the employee's scheduled flex day off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period. If the employee cannot schedule an alternate day off during the workweek in which the holiday occurs the holiday will be accrued as compensatory time at the straight-time rate. If at any time the operational needs of the work unit cannot be met, alternative schedules previously granted may be rescinded. Where such circumstances arise, the Agency shall notify the Union.

Section 10.

The rejection of an alternative work schedule request is not arbitrable or grievable, however, an appeal procedure shall include the following:

- a. Where an employee's request for an alternative schedule is denied, such denial will be in writing. In those instances, the supervisor will provide an explanation for the rejection. The affected employee may file an appeal in writing to the supervisor that denied his/her request within five (5) working days of the denial.
- b. Within five (5) working days of receipt of the written appeal, a hearing panel must be convened to hear the appeal. The hearing panel will be comprised of two (2) Union members and two (2) management staff. The decision of the panel is final and binding unless a deadlock occurs.
- c. Where a deadlock does occur, the Director of the Department will make the final decision within five (5) working days of receipt of the deadlock. This decision is final and binding.

Section 11.

Nothing in this Article shall preclude the parties from conferring or agreeing on alternative work schedule Pilot Programs designed to meet desirable, or necessary, Agency objectives such as, but not limited to, reducing automobile commuter travel miles, meeting increased work demands within limited workspace, etc.

ARTICLE 25 – REPORTING TIME

Section 1.

Reporting time is the time designated or recognized as the start of the daily work shift or schedule.

Section 2.

An employee's reporting time may be changed without penalty if the employee is notified a minimum of twenty-four (24) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without the required notice, the employee

shall be entitled to penalty payment at time and one-half (1-1/2) for the first two (2) hours worked.

Section 3.

An employee who is scheduled for and reports work and is immediately released from work, except for situations addressed in Article 27 – Inclement Conditions, shall be paid for four (4) hours, unless the scheduled shift is less than four (4) hours in duration, then the employee shall be paid for the hours scheduled. When an employee actually begins his/her scheduled shift, the employee shall be paid for the remainder of his/her scheduled shift.

Section 4.

When a change in reporting time is requested by an employee and approved by the Agency, all forms of overtime compensation and reporting time pay associated with the changed schedule shall be waived.

ARTICLE 26 – SCHEDULING COMPENSATORY TIME OFF

Section 1.

Subject to the operating requirements of the Agency, an employee shall have his/her choice of scheduling compensatory time off on a first-come, first-served basis. If two (2) or more employees request the same period of time off on the same day, and this conflicts with operating requirements, the employee having the greatest seniority with the Agency shall be granted the time off, if the matter can not be resolved by agreement between the employees concerned. Compensatory time may be taken in time increments of less than eight (8) hours.

Section 2.

Compensatory time off shall be scheduled in accordance with standard procedures used for vacation leave and are subject to the provisions under the vacation leave Article.

Section 3.

An employee may accrue up to eighty (80) hours of compensatory time off. The Agency may allow accrual of additional hours of compensatory time off above eighty (80) hours if specifically requested by the employee. Any hours in excess of eighty (80) hours shall be paid to the employee by the Agency, or scheduled off with the mutual agreement of the supervisor and the employee, within thirty (30) days of the excess accrual.

Section 4.

When an employee terminates employment with the Agency, the Agency shall pay all unused compensatory time hours to the employee in the last paycheck.

ARTICLE 27 – INCLEMENT CONDITIONS

Section 1.

In the event of inclement or hazardous conditions which, in the judgment of the Agency, require the closing of Agency offices or facilities prior to the beginning of the normal work shift, the Agency will take reasonable action through public and private communication

means to notify employees of such closure. The employees may request and the Agency may grant the use of vacation leave, compensatory time or leave without pay to cover time loss under these situations. However, such reduction in salary will not be made for an FLSA-exempt employee except for full workweek increments where the Agency has determined there is not work available and absence of one (1) or more full workweeks occurs.

Section 2.

In inclement weather conditions employees reporting late will be paid for the whole day in accordance to current practice.

Section 3.

When, in the judgment of the Agency, inclement or hazardous conditions requires the closing of Agency offices or facilities after the beginning of the normal work shift, employees who reported to work prior to the decision to close the office or facility shall be paid for the remainder of the shift.

Section 4.

When Agency offices or facilities are open and weather conditions, in the judgment of the employee, change to inclement or hazardous, the employee may request leave to go home prior to the end of shift. Such leave is subject to supervisory approval and if granted the employee may request and the Employer may grant vacation leave, compensatory time, or leave without pay to cover such time loss.

Section 5.

When inclement or dangerous conditions require closure of DEQ office(s), a good faith effort will be made to use the media to broadcast such decisions.

ARTICLE 28 – HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

- a. New Year's Day on January 1;
- b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- c. President's Day on the third Monday in February;
- d. Memorial Day on the last Monday in May;
- e. Independence Day on July 4;
- f. Labor Day on the first Monday in September;
- g. Veterans Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. Christmas Day on December 25;
- j. Every day appointed by the Governor of the State of Oregon as a holiday or any special day proclaimed by the President of the United States as a holiday only if also appointed by the Governor of the State of Oregon as a holiday.

When a holiday specified in this Section falls on a Saturday, the preceding Friday shall be recognized as the holiday, except for employees in the classifications of Vehicle

Emissions Technician 1 and Vehicle Emissions Technician 2. When a holiday specified in this Section falls on a Sunday, the following Monday shall be recognized as the holiday.

For employees in the classifications of Vehicle Emissions Technician I (VET I) or Vehicle Emissions Technician II (VET II), when a holiday specified in this Section falls on Saturday, the Saturday shall be the recognized holiday. During the work period when a compensable holiday occurs, the procedures in Article 24A, Section 9 shall be followed.

Section 2.

Holiday compensation is called holiday pay. Employees must be in paid status for thirty-two (32) hours or more during the month in order to be eligible for holiday compensation.

Full-time employees shall be compensated at the straight time rate for eight (8) hours for each recognized holiday listed in Section 1 and the additional paid leave described in Section 5. However, full-time employees on authorized leave without pay status (excluding employees on LWOP because of FMLA/OFLA) for all scheduled hours the day before and the day after the recognized holiday shall receive a prorated share of the eight (8) hours holiday pay and the additional paid leave described in Section 5 based on the percentage or fraction of month they are in a paid status.

All part-time employees shall receive a prorated share of the eight (8) hours holiday pay and the additional paid leave described in Section 5 based on the same percentage or fraction of month as they are normally scheduled to work. However, part-time employees on authorized leave without pay status (excluding employees on LWOP because of FMLA/OFLA) for all scheduled hours the day before and the day after the recognized holiday shall receive a prorated share of their holiday pay and the additional paid leave described in Section 5 based on the percentage or fraction of month they are in a paid status, not to exceed the percentage or fraction of the month the employee is scheduled to work.

Employees on unauthorized leave without pay (unexcused absences) for all scheduled hours the day before or the day after the recognized holiday, shall not be eligible for holiday compensation. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

Section 3.

Employees who are required to work on recognized holidays shall be entitled to the holiday pay as provided for by Section 2 of this Article plus compensatory time off or cash for all such time worked at the rate of time and one-half (1-1/2). The rate at which an employee shall be compensated for working on a holiday shall not exceed the rate of time and one-half (1-1/2) in addition to holiday pay.

Section 4.

An employee will receive compensatory time off for holiday time worked unless the employee requests, in writing, cash. The compensatory time accrual limits established in Article 26 (Scheduling of Compensatory Time Off) shall apply.

Section 5.

In addition to the holidays specified in this Article, all full-time employees shall receive eight (8) hours of paid leave. Part-time employees will receive prorated paid leave. Paid leave granted in this section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year.

Except for employees in the classifications of Vehicle Emissions Technician 1 and Vehicle Emissions Technician 2, all other employees may request the option of using the eight (8) hours of paid leave on the workday before or after Christmas, or the workday before or after New Year's Day. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving. If the employee chooses not to take one of the aforementioned days, another day may be mutually agreed upon, provided such time is taken off by January 5th of the following year.

For employees in the classifications of Vehicle Emissions Technician 1 and Vehicle Emissions Technician 2, the eight (8) hours of paid leave shall be used as specified below:

For the Portland Area Clean Air Stations, including the Scappoose Clean Air Station:

Wednesday, December 26, 2007

Wednesday, December 24, 2008

For the Medford Area Clean Air Stations:

Monday, December 24, 2007

Wednesday, December 24, 2008

Section 6.

During the workweek in which a compensable holiday occurs, in order to maintain a forty (40)-hour workweek, an employee on an alternate work schedule may elect to use accrued vacation, personal business or comp time leave to cover the work schedule hours during the designated holiday in excess of eight (8) hours. In lieu of using accrued leave, an employee may adjust their work hours during the workweek in which the holiday occurs to maintain a forty (40)-hour workweek.

ARTICLE 29 – VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.

After having served in the State service for six (6) full months, full-time classified employees shall be credited with forty-eight (48) hours of vacation leave and thereafter vacation leave shall be accumulated as follows:

After six (6) months through fifth (5th) year	Twelve (12) workdays for each twelve (12) full months of service (eight (8) hours per month)
After fifth (5th) year through tenth (10th) year	Fifteen (15) workdays for each twelve (12) full months of service (ten (10) hours per month)
After tenth (10th) year through full fifteenth (15th) year month)	Eighteen (18) workdays for each twelve (12) months of service (twelve (12) hours per month)
After fifteenth (15th) year through	Twenty-one (21) workdays for each twelve (12)

twentieth (20th) year	full months of service (fourteen (14) hours per month)
After twentieth (20th) year (12) through twenty-fifth (25th) year	Twenty-four (24) workdays for each twelve full months of service (sixteen (16) hours per month)
After twenty-fifth (25th) year (12)	Twenty-seven (27) workdays for each twelve twelve (12) full months of service (eighteen (18) hours per month)

A full-time employee working less than a full month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service and that break does not exceed two (2) years, the employee shall be given credit for the time worked prior to the break in service. Vacation leave shall not accrue during a leave of absence without pay (LWOP), the duration of which exceeds fifteen (15) calendar days.

Section 2. Vacation Leave for Part-Time Employees.

A part-time employee shall accrue vacation leave and shall earn eligibility for additional vacation credits only in those months during which the employee has worked thirty-two (32) hours or more. Such leave shall be accrued on a pro rata basis as follows:

First (1st) month through sixtieth (60th) month	Twelve (12) workdays for each twelve (12) full months of service (eight (8) hours per month)
Sixty-first (61st) month through one hundred & twentieth (120th) month	Fifteen (15) workdays for each twelve (12) full months of service (ten (10) hours per month)
One hundred & twenty-first (121st) month through one hundred & eightieth (180th) month	Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)
One hundred & eighty-first (181st) month through two hundred & fortieth	Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) (240th) month hours per month)
After two hundred & forty-first (241st) month through three hundredth (300th) month	Twenty-four (24) workdays for each twelve twelve (12) full months of service (sixteen (16) hours per month)

After three hundredth (300th) month

Twenty-seven (27) workdays for each twelve (12) full calendar months of service (eighteen (18) hours per month)

A part-time employee shall not be eligible to take initial vacation leave until the employee has worked thirty-two (32) hours or more in each of six (6) calendar months. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) calendar days.

Section 3. Vacation Leave for Seasonal Employees.

After having served a combination of seasonal periods totaling six (6) full months (a minimum of 1,040 hours), seasonal employees shall be credited with forty-eight (48) hours of vacation. In accumulating this initial six (6) months 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. Thereafter, vacation leave shall be accumulated as follows:

After a total of six (6) months (a minimum of one thousand & forty (1,040) hours) through fifth (5th) annual season

Twelve (12) workdays for each twelve (12) full months of service (eight (8) hours per (month)

After fifth (5th) annual season through tenth (10th) annual season

Fifteen (15) workdays for each twelve (12) full months of service (ten (10)hours per month)

After tenth (10th) annual season through fifteenth (15th) annual season

Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)

After fifteenth (15th) annual season through twentieth (20th) annual season

Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) hours per month)

After twentieth (20th) annual season twelve(12) through twenty-fifth (25th) annual season

Twenty-four (24) workdays for each full months of service (sixteen (16) hours per month)

After twenty-fifth (25th) annual season (eighteen

Twenty-seven (27) workdays for each twelve (12) full months of service (18) hour per month)

Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) calendar days.

Section 4. Eligibility for Vacation Credits.

Time spent by an employee in actual State service or on Peace Corps, military, or job-incurred disability leave without pay shall be considered as time in the State service in determining length of service for vacation credits.

Section 5. Restoration of Vacation Leave Credits.

All time in the exempt or unclassified service, shall be counted as long as there is not a break in service of more than two (2) years in determining the level of accrual.

Section 6. Termination Vacation Pay.

An employee who is laid off or terminates after six (6) full months of Agency service shall be paid upon separation from Agency service for accrued vacation time except as provided as offset for damages or misappropriation of State property or equipment. Employees on military leave of absence may request payment for accrued vacation.

Section 7. Scheduling of Vacations.

Vacations shall be scheduled at a time mutually acceptable to the Agency and the employee and consistent with the work requirements of the Agency.

Section 8. Vacation Accrual.

An employee shall be allowed to accumulate a maximum of three hundred and twenty-five (325) hours of vacation leave; however, in the event of separation or layoff any unused vacation up to two-hundred and fifty (250) hours will be paid to the employee. An employee transferring in from another State agency may transfer up to eighty (80) hours of accrued vacation leave. Where vacation leave is requested and denied resulting in loss of leave, the employee shall be authorized to cash out forty (40) hours of vacation leave accrued.

Section 9.

If the Agency cancels an Agency approved vacation in which unrecoverable deposits have been paid by an employee, the Agency shall reimburse the employee for the deposits. The Agency shall require written proof of unrecoverable deposits.

Section 10.

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

Section 11.

In the event of an employee's death, all monies due him/her for accrued vacation and salary shall be paid as provided by law.

Section 12.

a. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the Employer shall not require an employee to substitute any paid leave earned under this Agreement for unpaid leave taken under the FMLA without the consent of the employee.

b. Part-time employees who would otherwise qualify for leave under the FMLA, but for the number of hours worked, may request leave without pay without first exhausting their accrued paid leave, subject to the same notice, documentation and other limitations and conditions applicable to full-time employees.

ARTICLE 30 – SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits.

Employees shall accrue eight (8) hours of sick leave with pay credits for each full month worked. Employees who work less than the full month but at least thirty-two (32) hours during the month shall accrue sick leave with pay on a pro rata basis for the month.

Section 2. Eligibility for Sick Leave With Pay.

Employees shall be eligible for sick leave with pay immediately upon accrual.

Section 3. Determination of Service for Sick Leave With Pay.

Actual time worked and all leave with pay shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee works thirty-two (32) hours or more in that month.

Section 4. 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 which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents including biological, adoptive, foster, step parent, parent-in-law; wife, husband, children including biological, adopted, foster or stepchild; brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or another member of the immediate household or domestic partner) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The Agency has the duty to require that the employee 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) consecutive working 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.

Section 5. Sick Leave With Pay on Termination.

Compensation for accrued sick leave shall not be paid to an employee on termination for any reason.

Section 6. Restoration of Sick Leave Credits.

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

Section 7. Sick Leave Without Pay.

After earned sick leave has been exhausted and the employee has the opportunity in writing to exercise the option of using accumulative time as outlined in Article 41, 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 a duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of that position. No compensatory time, vacation time or other accumulated time shall be deducted from the employee's time unless directed by the employee in writing. If such direction is not given by the employee, leave without pay shall be granted.

After earned sick leave has been exhausted, the Agency may grant sick leave without pay or the use of other accrued leave for any non-job-incurred injury or illness.

The Agency may require that the employee submit a certificate from the attending physician or practitioner in verification of disability. 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 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 8.

An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to the Agency from a different State agency. An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to a different State agency if allowed by that agency's rules or Collective Bargaining Agreement.

Section 9. FMLA.

a. Notwithstanding the provisions of the Federal Family and Medical Leave Act (FMLA), the Agency shall not require an employee to substitute any paid leave earned under this Agreement for unpaid leave taken under the FMLA without the consent of the employee.

b. Part-time employees who would otherwise qualify for leave under the FMLA, but for the number of hours worked, may request leave without pay without first exhausting their accrued paid leave, subject to the same notice, documentation and other limitations and conditions applicable to full-time employees.

ARTICLE 31 – OTHER LEAVES

Section 1. Leaves With Pay.

a. Personal Leave. After completion of trial service, regular, permanent, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. Part-time, job share, and seasonal employees shall be granted up to twenty-four (24) hours of personal leave on a pro rata basis if it is anticipated they will work 1,040 hours for the fiscal year. Should a part-time, job share, or seasonal employee fail to work 1,040 hours for the first fiscal year, the value of personal leave time used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Agency and the employee.

b. Pre-Retirement Counseling Leave. If an employee is fifty-five (55) years of age or older or at least forty (40) years old and within ten (10) years of his/her chosen retirement date, he/she shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs. However, an employee may draw up to eight (8) hours of his/her twenty-eight (28) hours of preretirement counseling leave after completion of ten (10) years of service prior to reaching age fifty-five (55) or ten (10) years from retirement. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended day of use.

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

When the date requested for pre-retirement leave cannot be granted for the above reason, the Agency shall offer a choice from three (3) other sets of dates. The leave discussed under this Section may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance, and other retirement income.

c. Service With A Jury. 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.

d. Court Appearances. When any employee is not the plaintiff or defendant, he/she 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. The employee may keep any money paid in connection with the appearance.

e. Military Training Leave. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding 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 is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any training year. If the training time for which the employee is called to active duty is longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard. For the purposes of this section, "training year" means the federal fiscal year for any particular unit of the National Guard or a reserve component.

f. Test and Interview Leave. With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Agency; up to two (2) hours with pay shall be allowed for an interview for a position with another State agency or a position within the Agency.

Authorization for the use of test and interview leave shall not be withheld unless the Agency determines that the use of such leave shall handicap the efficiency of the employee's work unit.

g. Hardship Leave. Employee(s) within the Agency may transfer accumulated vacation leave or comp time in blocks of one (1) hour or more to another employee of the agency provided:

1. The employee receiving the transferred leave has exhausted all but twenty-four (24) hours of accrued paid leaves as a result of recuperating from or caring for an

immediate family member (as defined in Article 30, Section 4) who is recuperating from an extended and continuous illness, injury, or similar catastrophic event. Accrued paid leaves include, but are not limited to sick, vacation, personal, and compensatory leave accruals.

2. The recipient of the transferred leave is not otherwise qualified for workers' compensation coverage, disability insurance or retirement benefits. Eligibility for other such entitlements would preclude an otherwise eligible employee from receiving donated leave. Entitlement for hardship leave is not intended to supplant or otherwise diminish an employee's responsibility for prudent planning.

3. No hardship leave shall be granted solely for the birth or adoption of a child except in the case of circumstances of extended and continuous illness, injury or similar catastrophic event.

4. Applications for hardship leave shall be in writing and sent to the Agency's Human Resources Section. The Agency may require that the employee submit a certificate from the attending physician or practitioner verifying that the expected time duration of the illness or injury or effects from a catastrophic event will continue for at least fourteen (14) days. Upon determination that the employee's request qualifies for hardship leave, Human Resources will issue requests as appropriate for leave donations per qualifying event.

5. Donated leave shall be credited to the sick leave balance of the receiving employee on a dollar-for-dollar exchange basis.

6. The donated leave once posted to the donee's sick leave account is unrecoverable by the donor. All donated leave will be used as sick leave.

7. Cross-donating between management and represented employees may occur if mutually agreed to by the parties.

Employees on trial service shall have that vacation leave time which has been credited to their leave balance available for use in circumstances that would qualify them to use hardship leave subject to the above subsection (g) conditions.

Donated vacation leave or compensatory time may be provided to employees in other AFSCME Central Table participating agencies subject to the approval of the appointing authorities for the involved agencies.

h. Bereavement Leave. Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of the affected collective bargaining agreements, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. The Agency may request documentation. If additional earned leave is needed, an employee may request to use earned sick leave credits, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. Employees may, with prior authorization, use accrued vacation leave or compensatory time. 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, "immediate family" shall include the employee's or the employee spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household.

An employee who needs leave because his or her presence is required due to a death in the immediate family (as defined in Article 30, Section 4), may receive donated leave

pursuant to subsection g., paragraphs 1 and 5 above. The Agency shall establish and maintain a bank of donated leave from which an employee who has exhausted all other paid leaves may draw up to five (5) days (forty (40) hours) leave solely for bereavement purposes. Employees may donate leave to this bank as described in subsection g. above. Individuals may make use of leave from this bank by submitting a request in writing to the Benefits and Leave Coordinator.

Section 2. Leaves Without Pay.

a. Military Leave Without Pay. An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. However, such reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks. He/she shall, upon honorable discharge from such service, be returned to a position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class. An 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.

b. Court Appearance Leave Without Pay. An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA--exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks.

c. Employee Leave. In instances where the work of the Agency will not be handicapped by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Agency approval.

An employee may take up to fifteen (15) days of leave of absence without pay each calendar year, without first exhausting his or her accumulated paid leave, for professional or career development, including union functions or activities, subject to the employee providing notification of the leave to payroll no later than the 20th of the month in which the leave is to be taken and the operating requirements of the Agency.

d. Parental Leave. Parental Leave shall be granted in accordance with the Oregon Family Leave Act and Family Medical Leave Act. Employees shall not be required to use paid leaves during these absences but are entitled at the employee's discretion to use sick leave, compensatory time, personal leaves, and vacation as paid time during these leaves.

A parent shall be granted an additional leave of absence without pay for a reasonable period of time, not to exceed six (6) months, dependent on operational needs of the Agency, to care for a new baby. Extensions beyond the six (6) months or alternate work schedules may be arranged by mutual agreement between employee and supervisor.

ARTICLE 32 – POSITION DESCRIPTIONS/WORK AGREEMENTS

Section 1. Position Descriptions.

a. Position descriptions shall be in writing and delineate the specific duties assigned to the position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of Article 18 (Classification and Classification Changes).

b. The position description shall be subject to an annual review with the employee and updated if needed. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.

c. Updated position descriptions shall be submitted to the Agency Human Resources office, posted on the Intranet, and included in the employee's personnel file.

Section 2. Work Agreements.

All employees shall have a written work agreement within thirty (30) days of starting a new position. Each work agreement shall delineate specific work to be accomplished during the review period, training, goals, and indicators of success based on realistic expectations. Employees shall be given the opportunity to participate in the development of their work agreement with their current immediate supervisor.

Section 3. Work Improvement Plans.

a. Work improvement plans may be initiated and written for those employees who have less than acceptable job performance. The work improvement plan will delineate specific work and/or work related areas to be corrected and improved.

b. The parties acknowledge that a work improvement plan is a tool whereby the Employer can communicate, to an employee, areas of the employee's performance which are deficient, how the problem(s) is to be rectified, and that failure to rectify the problem(s) may lead to disciplinary action. However, the parties agree that the work improvement plan is not, nor is it to be used as, a disciplinary action.

c. After completion of a work improvement plan, the employee and the current immediate supervisor shall, within fifteen (15) days of completion of the plan, schedule a date to meet to discuss the outcome of the work improvement plan.

ARTICLE 33 – PERFORMANCE REVIEW

The Agency commits to implementing its Performance Management System which is forward-looking and emphasizes meaningful dialogue and feedback between staff and managers. The complete description of the elements of the current Performance Management System can be found on Q-Net.

Section 1. Performance Review.

The employee's performance will be discussed with his/her current immediate supervisor. If the employee and the current supervisor have worked together fewer than six (6) months, the employee's former supervisor may participate in the annual performance review with the mutual agreement of the employee and the current

supervisor. The employee shall have the opportunity to provide his/her comments and performance related data he/she has collected to be included in or attached to the performance review document. The employee shall sign the performance review document and that signature shall only indicate that the employee has read the performance review document. A copy shall be provided the employee at this time.

In an effort to build trust between managers and employees, when developing the work agreement, a manager shall notify the employee, and document in the work agreement, if the manager intends to ask other people about the employee's performance as an indicator of success relating to specific elements of the work agreement. Comments requested from others about an employee's performance shall be limited to those regarding the specific elements identified in the work agreement.

The Agency is committed to open communication between managers and staff. Employees will be provided opportunities to provide specific feedback on their manager's performance, including the manager's adherence to expectations established in DEQ's Communication Credo and Professional Code of Conduct or their successors on at least an annual basis. Employees are strongly encouraged to provide this feedback. Any employee who offers specific comments on a manager's performance relevant to agreed upon measures shall not suffer any form of retaliation or intimidation from management because of the comments given.

Section 2.

If there are changes made in the performance review document after discussion with and signature by the employee, the revised review document will be rediscussed with the employee. The employee shall have the opportunity to comment on and shall sign the revised review document. That signature shall only indicate that the employee has read the performance review document. A copy shall be provided to the employee at this time. All written comments provided by the employee within thirty (30) days of the performance review discussion shall be attached to the performance review document. Performance review documents are not grievable nor arbitrable under this Agreement nor shall they be used for purposes of disciplinary action, layoff, annual eligibility date performance pay increases. They will only be used to assist in the evaluation of an employee's performance and to document planning of the employee's work and professional growth goals.

Section 3.

Managers shall have a performance review discussion with each of their employees at the end of the employee's trial service period, and at least annually thereafter. Team level reviews may be allowed in place of or in addition to individual reviews when appropriate and agreed upon between a manager and the employees functioning as a team. Managers shall strive to provide timely feedback to employees relating to employees' professional performance and shall not rely solely on annual reviews to discuss employee performance. Memos of Expectation received during the review period shall be discussed during the annual review and satisfactory improvement documented.

Section 4.

Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance pay increase on their eligibility date if the employee is not at the top of the salary range of their classification, and provided the employee's performance has not been deficient. Employees who do not receive an annual performance

pay increase shall receive timely notice of deficient performance or conduct during the review period. Employees shall receive a notice related to the deficiencies as they are noted prior to the completion of the performance review period. Such notice shall provide the employee with reasonable opportunity to correct the problem prior to the end of the review period.

Performance Based Pay shall use the following criteria:

- a. Classification specifications developed and promulgated by the Department.
- b. An individual position description, reduced to writing.
- c. Written memoranda including Memoranda of Expectation when necessary.

Work Agreements will not be accepted as a substitute for notice of deficiencies.

- d. Disciplinary action.

The above elements shall be the primary factors upon which annual performance pay decisions are determined.

Employees shall be eligible for performance increases at the first of the month following intervals as prescribed under Article 34, Section 1 of this Agreement.

Section 5.

The Agency will strive to insure consistency, fairness and equity when performance review documents are composed and presented.

ARTICLE 34 – SALARY ADMINISTRATION

Section 1. Merit Salary Increase.

Employees shall be eligible for consideration for merit salary increases following:

- a. Completion of the initial twelve (12) months of service.
- b. Completion of six (6) months of service following promotion.
- c. Annual periods after (a) or (b) above until the employee has reached the top of the salary range.

Merit salary increases shall be made upon recommendation of the employee's immediate supervisor and approval of the appointing authority. The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld.

Section 2. Salary on Demotion.

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

Whenever an employee demotes to a job classification in a salary range which does not have corresponding salary steps with the employee's previous salary but is within the new salary range, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range plus that amount that the current salary rate is below the next higher rate in the new salary range. This increase shall not exceed the highest rate in the new salary range.

Whenever an employee demotes to a job classification in a lower range, but the employee's salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.

This Section shall not apply to demotions resulting from official disciplinary actions.

Section 3. Salary on Promotion.

An employee shall be given no less than an increase to the next higher rate in the new salary range effective on the date of promotion.

Section 4. Salary on Lateral Transfer.

An employee's salary and merit review date shall at a minimum remain the same when transferring from one position to another which has the same salary range.

Section 5. Effect of Break in Service.

When an employee separates from the Agency and subsequently returns to the Agency, except as a temporary employee, the employee's previous salary eligibility date shall be adjusted by the amount of break in service.

Section 6. Rate of Pay on Appointment from Layoff List.

When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff.

ARTICLE 35 – OVERTIME

Section 1.

This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

Section 2.

Time worked for the purpose of this Agreement is all hours actually worked including any paid leave. Hours worked on holidays count for overtime calculations, but holidays occurring on a scheduled day off are not counted as time worked. On-call, penalty payments, or spill response stand by shall not be counted as time worked.

Section 3.

Eligible employees as defined by FLSA, shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of forty (40) hours in any one (1) workweek. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2), or to effect "pyramiding" of overtime and penalty payments.

Section 4.

The Agency shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization. Prior authorization may be granted on a case-by-case basis, or in general, based on a common situation.

Section 5.

Eligible employees shall receive compensatory time off for overtime worked, unless an employee requests, in writing, to receive cash. The accrual limit of compensatory time off shall be subject to Article 26 (Scheduling Compensatory Time Off). Overtime worked will be paid in accordance with payroll administration procedures.

Section 6.

Grievances which grieve the eligibility of employees for overtime shall follow the procedure in Article 13, Steps 1 and 2. If the grievance is still unresolved after Step 2, the affected employee may file a charge with the Bureau of Labor and Industries (BOLI), Wage and Hour Division, or with the U. S. Department of Labor (DOL). If no response is given by BOLI or DOL within ninety (90) days, the employee may proceed with a grievance to arbitration if necessary.

Section 7.

Employees not covered under FLSA shall receive time off for authorized time worked in excess of a forty (40)-hour workweek at the rate of one (1) hour off for each hour over forty (40) in a workweek, unless the employee elects to receive cash.

ARTICLE 36 – SHIFT DIFFERENTIAL

Section 1.

An employee shall be paid an additional differential of six percent (6%) of base pay per hour for each hour or major portion (thirty (30) minutes or more) thereof worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion (thirty (30) minutes or more) thereof worked on Saturday and Sunday. Hours or days worked prior to becoming eligible for overtime are eligible for shift differential, however, an employee is not eligible to receive the shift differential for hours worked that s/he also is paid overtime.

Section 2.

This Article shall not apply when an employee is on any paid leave condition or on-call duty.

ARTICLE 37 – ON-CALL

Section 1.

An employee shall be on call when authorized by his/her supervisor and required to be available for work outside his/her normal 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. An employee on call is required to leave word with the Agency where he/she can be contacted during a specified period of time or may be required to carry a pager. The employee is required and must be prepared to commence full-time work as soon as possible consistent with non-restricted status if the need arises.

Section 2.

On-call time is not time worked for purposes of this Agreement.

Section 3.

An employee shall not be on call once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

Section 4.

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

Section 5.

This Article shall not apply to employees who have been formally assigned by the Agency, in writing, to be on call for, and to perform "off-hour" Spill Response Duties.

ARTICLE 38 – CALL BACK COMPENSATION

Section 1.

Call back is an occasion where an employee has been released from duty and is called back prior to his/her normal starting time. It is distinguished from overtime work which is essentially a continuation of the scheduled work shift, or distinguished from a change in an employee's reporting time.

Section 2.

An employee who is called back to work outside his/her regular shift, will receive overtime compensation in accordance with the Overtime Article of this Agreement for hours actually worked; but in no event will the employee be paid less than four (4) hours at the straight time rate of pay.

Section 3.

This Article shall not apply to employees who have been formally assigned by the Agency, in writing, to be on call for, and to perform "off-hour" Spill Response Duties.

ARTICLE 39 – LEADWORK DIFFERENTIAL

Section 1.

Leadwork differential shall be defined as a differential as indicated in Section 4 below. Leadwork applies for employees who have been assigned "leadwork" duties, in writing, by their supervisor. Leadwork is where an employee has been assigned Person-in-Charge duties and/or all of the following functions:

- a. Orient new employees, or train employees in new work methods, or transmit established standards of performance to workers; and
- b. Assign and reassign tasks; and
- c. Review work of employees to ensure conformance with work standards.

Section 2.

When leadwork is assigned for at least five (5) consecutive workdays or forty (40) consecutive work hours, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment.

Section 3.

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

Section 4.

The differential shall be five percent (5%) above the employee's current monthly based rate of pay.

Section 5.

"Back-up" Lead Workers within the Vehicle Inspection Program shall be compensated with a differential of one dollar (\$1.00) per hour for all hours assigned to work in that capacity.

Section 6.

All employees being led by a lead worker shall be provided documentation (e.g., e-mail) of the Supervisor's expectations of the lead worker's roles and responsibilities for employees in the work group.

ARTICLE 40 – HEALTH AND DENTAL INSURANCE

An Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month.

The contribution for eligible participating part-time employees with eighty (80) or more hours paid time for the month will be prorated based on the ratio of paid regular hours to full-time hours to the nearest full percent.

Through December 31, 2008, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible full-time employee who has at least eighty (80) paid regular hours in a month.

For plan year January 1, 2009 through December 31, 2009, the Employer will increase its monthly contributions by up to twelve percent (12%) of the actual monthly composite resulting for plan year 2008, should the cost of insurance premiums increase by that amount or more.

Should rates for 2009 exceed the employer contribution, employees may incur out of pocket monthly premium costs. The parties shall jointly petition the Public Employees Benefit Board to use reserve funding to support any premium increase above twelve percent (12%). In the event the premium increase in excess of twelve percent (12%) is not covered by PEBB reserves, the Employer will provide written notice to the Union of the anticipated increases. In that event, the Union may select from one (1) of two (2) options:

- Option 1 – The three and two-tenths percent (3.2%) salary schedule adjustment scheduled for November 1, 2008 shall be reduced by one-quarter percent (0.25%) for each one percent (1%) increase in premiums over twelve percent (12%).

- Option 2 - The salary schedule adjustment scheduled for November 1, 2008 shall be delayed by a period of months identified by the Employer as sufficient to cover the unanticipated increase.

The parties may jointly petition the PEBB to do as follows: Employees who live in counties where the PEBB considers there to be an insufficient number of preferred primary care providers within the PPO network will receive the same level of benefits when they use a non-preferred primary care provider as they would using a preferred primary care provider.

ARTICLE 41 - WORKERS' COMPENSATION

Section 1.

An employee who sustained a compensable injury shall be reinstated by the Agency to the employee's former position of employment upon demand for such reinstatement, provided that the position is available and the employee is not disabled from performing the duties of such position. If the former position is not available, the employee shall be offered reinstatement in the first position which the Agency determines is available and suitable for the employee. If the Agency notifies the employee that the Agency has determined that more than one (1) position is available and suitable for the employee, the employee may select the position of his/her choice from those determined by the Agency to be available and suitable for the employee. If the Agency determines that no position is available and suitable and the employee disagrees, then the matter may be considered under the provisions of Article 13 of this Agreement.

Section 2.

If the employee is released by the attending physician for return to "light duty" assignment, and is expected to be able to resume full duties of his/her previous position within ninety (90) days, the Agency may offer such work as the employee is capable of performing and which is available during that ninety (90)-day period. Such short term assignments shall be made without regard to procedures for lateral transfer. If the employee refuses such assignment, the Agency will notify SAIF of the refusal. The Agency will not modify duties to create a light duty assignment if this would create an unreasonable hardship to other employees. Such light duty work may not be limited to the immediate work unit.

Section 3.

A certificate by a duly licensed physician that the physician approves the employee's return to his/her regular employment shall be prima facie evidence that the employee is able to perform such duties.

Section 4.

Salary paid for a period of 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 equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave. An employee who has exhausted earned sick leave shall have the option to use

accumulated compensatory time and vacation leave during the period in which Workers' Compensation is being received, and the salary paid for such a 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 and/or compensatory time. No employee shall be required to utilize leave while receiving time loss benefits.

ARTICLE 42 – UNIFORMS

If an employee is required by the Agency to wear a uniform(s) the Agency shall provide the uniform(s). When a uniform(s) is provided by the Agency the employee must wear the uniform(s) and provide reasonable care for, and maintenance of the uniform(s). When the Agency provides a uniform(s) which the Agency wishes dry cleaned, the Agency will determine and direct the method and frequency of such dry cleaning as well as pay for such dry cleaning.

ARTICLE 43 – TRAVEL AND MILEAGE ALLOWANCE

Section 1.

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

Section 2.

When the employee is required by the agency to travel, the actual travel time shall be considered time worked. Where required travel is outside an employee's regular work hours (excluding normal commuting time), the employer may temporarily modify the employee's weekly schedule without daily overtime or schedule change penalty. Where such schedule modification still results in the need for additional work hours, the employee shall be paid the appropriate rate of pay for all time worked over forty hours in that workweek.

ARTICLE 44 – MOVING EXPENSES

Moving expense reimbursement claims will be governed by the Department of Administrative Services, Human Resources Services Division Policy 40.055.10, and its successors. Changes in this policy will be automatically incorporated into this contract article.

ARTICLE 45 – PARKING

If there are any changes in parking rates for employees at any Agency owned or operated parking facility which are directly controlled by the Agency, the Employer shall provide the opportunity for the Union to offer input in the determination of such rates. The Union will be afforded the opportunity to offer suggestions, make recommendations and introduce any data deemed appropriate.

ARTICLE 46 – SALARIES

Section 1. Public Employees Retirement System (“PERS”) Members.

For purposes of this Section 1, “employee” means an employee who is employed by the State on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Retirement Contributions. On behalf of employees, the State will continue to “pick up” the six percent (6%) employee contribution, payable pursuant to law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 (“PERS Litigation”). Nothing in this Agreement shall constitute a waiver of any party’s rights, claims or defenses with respect to the PERS Litigation.

Section 2. Oregon Public Service Retirement Plan Pension Program Members.

For purposes of this Section 2, “employee” means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003 and pursuant to Section 3 of that same chapter, the State will pay an amount equal to six percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s contribution to the employee’s account in that program. The employee’s contributions paid by the State under this Section 2 shall not be considered to be “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

Section 3. Effect of Changes in Law (Other than PERS Litigation).

In the event that the State’s payment of a six percent (6%) employee contribution under Section 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non–appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the State ceases paying the applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and

bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414(h)(2).

Section 4.

a. Salaries. Effective July 1, 2007, salary schedules shall be adjusted upward by three percent (3%), but not less than eighty dollars (\$80.00). Effective November 1, 2008, salary schedules shall be adjusted upward by three and two tenths percent (3.2%), but not less than eighty-five dollars (\$85.00).

Effective November 1, 2008, implement a truncation of salary ranges 5 through 10 as follows:

Salary Range:	Truncated Steps
SR 5	1 through 6
SR 6	1 through 5
SR 7	1 through 4
SR 8	1 through 3
SR 9	1 through 2
SR 10	1

b. Selective Salary Adjustments. Effective July 1, 2007, the following classifications shall be adjusted as indicated below:

3410	Environmental Engineer 1	25
3411	Environmental Engineer 2	30
3412	Environmental Engineer 3	32
3715	Chemist 1	24
3716	Chemist 2	26
3717	Chemist 3	28
5750	Environmental Law Specialist	30
8503	Natural Resources Specialist 3 (Hydrogeologist)	28B
8503	Natural Resources Specialist 3 (Reg. Sanitarian)	28D
8504	Natural Resources Specialist 4 (Hydrogeologist)	31B
8504	Natural Resources Specialist 4 (Reg. Sanitarian)	31D
8504	Natural Resources Specialist 4 (Toxicologist)	32C
8505	Natural Resources Specialist 5 (Hydrogeologist)	33B

Effective July 1, 2007, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date of July 1, 2008 will be assigned. All other employees will retain their current salary rate until their next salary eligibility date, or until their restored former salary eligibility date. Further advancement in the new salary range shall be as allowed by contract.

ARTICLE 47 – STRIKES, LOCKOUTS AND PICKET LINES

The Union agrees that during the life of this Agreement, the Union or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer and the Agency, its goods or on its property.

The Agency agrees that during the life of this Agreement there will be no lockout.

Upon notification confirmed in writing by the 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 advise such striking employees in writing, with a copy to the 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.

Any alleged violation of this Article by either party may be referred to the grievance arbitration procedure or may be pursued in the Courts at the discretion of the moving party.

ARTICLE 48 – LEGISLATIVE ACTION

Section 1.

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

Section 2.

Upon signing this Agreement, both parties shall promptly submit, and jointly recommend, to the Legislative Assembly or to the Emergency Board, the passage of the funding necessary to implement this Agreement, as well as any changes in statute which may be required to accomplish that purpose.

Section 3.

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Section, then the Employer and Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided by Article 49 (Savings).

ARTICLE 49 – SAVINGS

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The Employer and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time, the provision of Article 47 shall not apply.

ARTICLE 50 – COMPLETE AGREEMENT

Section 1.

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

Section 2.

This Agreement supersedes all prior written agreements.

ARTICLE 51 – SUCCESSOR NEGOTIATIONS

Section 1.

If one of the parties desires to modify the Agreement, they shall notify the other party in writing no less than one hundred and eighty (180) days prior to the termination of this Agreement.

Section 2.

It is recognized by the Employer that employees representing the Union during the process of negotiations are acting on behalf of the Union as members and not in their capacity as employees of the Employer.

Section 3.

The Agency will allow up to five (5) identified employees to attend collective bargaining sessions as paid members of the Union's negotiating team. These five (5) employees will suffer no loss of pay or paid leave during actual bargaining time that occurs during their scheduled workday. No overtime, per diem, or any other compensation will be paid.

Section 4.

Upon request and no more than once a month the Union will be provided the following data for AFSCME-DEQ bargaining unit employees in electronic format where feasible:

- Recruitment data for positions including the number of recruitments for each position, open and close dates for recruitments, total number of applicants and number of qualified applicants.
- Step placement upon hire.

- Leadwork assignments (name, position number and location).
- Work Out of Class assignments (name, position number and location).
- Tuition/Education aggregate reimbursements and costs associated with Career Development.

The above itemized data will be provided following development of the appropriate data bases, if such data base does not presently exist. The Employer will bill the Union for any additional costs associated with preparing information not already specifically contained in this Article.

ARTICLE 52 – TRANSFER AND REASSIGNMENT

Section 1. Transfers.

a. A transfer is any permanent change of an employee from one duty station to another. "Duty station" is defined as the city where the Agency office is located or the city constituting the employee's work base. For employees in the Vehicle Inspection Program, "duty station" means the Tech Center or inspection station only.

b. An employee shall be given at least fifteen (15) calendar days notice of transfer. Where both parties agree, the required notice may be waived.

c. The incumbent may move with the position. If the incumbent chooses not to move with the position, they shall be laid off in accordance with Article 20 (Layoff), and the position will be filled in accordance with Article 16 (Filling of Vacancies).

Section 2. Reassignment.

Reassignment is any temporary change of an employee from one duty station in the Agency to another. Such change in assignment shall not exceed forty-five (45) days. Where appropriate the provisions of Article 43 (Travel and Mileage Allowance) would apply.

ARTICLE 53 – CLIENT COMPLAINT PROCEDURE/EMPLOYEE RIGHTS

Section 1.

When the Agency receives a complaint of an alleged criminal law violation against an employee, the Agency shall refer the matter to a law enforcement or criminal justice agency. If the law enforcement or criminal justice agency refers the matter back to the Agency, the employee shall be notified.

Section 2.

When the Agency receives a noncriminal complaint against an employee which concerns a violation of rules, policies, or procedures, an investigation may be made by the Agency. The employee shall be informed in writing of a complaint prior to a formal investigation. The Agency shall give written notification to the employee of the results of any investigation.

Section 3.

Employees shall not be required by the Agency to answer any questions concerning any complaint or allegation against them until they have been advised of the specifics of the

complaint or allegation. Upon the employee's request for Union representation, questioning shall be discontinued until a Union representative is available to participate.

ARTICLE 54 – JOB SHARING

Section 1.

Any employee who wishes to participate in job sharing may submit a written request to the Agency Personnel Manager to be considered for a job share position. The Agency shall notify the employee requesting the job share of the Agency's decision in writing.

Section 2.

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 3.

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 whatever 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.

Section 4.

If the Agency determines that job sharing is not appropriate for the position or the Agency is unable to recruit qualified employees for the job share position, the affected employee(s) shall have the right to assume the position on a full-time basis or to bump a job share employee with less service credits in a position defined as two (2) part-time equivalents under Article 20, Section 3 (g) (1). The employee must meet all the qualifications as outlined in Article 20. Upon approval of the Agency, 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 would be subject to layoff.

ARTICLE 55 – STATE/PERSONAL PROPERTY & PERSONAL EFFECTS

Section 1.

Employees shall report any breakage, damage or theft of State property to his/her assigned supervisor as soon as practical.

Section 2.

An employee who suffers loss or damage to personal property used in the performance of authorized job duties may file a written claim to the Division Administrator provided that:

- a. Such use was sanctioned by their immediate excluded supervisor,
- b. The employee present a complete written report of the circumstances of the loss,

- c. The employee present proof of value, and
- d. The employee certifies that any loss or damage was not because of fault, intent, or negligence on the part of the employee.

The claim shall be investigated to substantiate or disprove the facts indicated on the claim. Payment shall be approved or disapproved based on the investigation conducted with notification provided to the employee. Such notification where denied shall include the reasons for denial of the claim.

Section 3.

An employee who suffers theft or accident in the performance of authorized job duties which results in loss through damage of personal effects, may request, and the Agency shall provide assistance to the employee in the filing of a notice of claim with the Director of the Department of Administrative Services pursuant to ORS 30.275.

ARTICLE 56 – TERM OF AGREEMENT

This Agreement shall be in effect July 1, 2007, or first of the month following signing of the agreement, whichever is later, through June 30, 2009.

ARTICLE 57 – PROFESSIONAL DIFFERENCES OF OPINION

The Agency encourages staff to express their professional opinions and encourages an open and free exchange of ideas and opinions. Disagreements may be submitted to the next level of decision making for evaluation, up to and including the Director. A written response will be given, within a reasonable time period. Each employee is expected to perform work according to Agency policy, but no employee will be required to sign any report or recommendation, where he or she conscientiously objects to the opinion stated in such report or recommendation, but may be listed as designated contact person.

No retaliation or discrimination shall occur against any employee for expressing a differing professional opinion.

ARTICLE 58 – PAST PRACTICE

Section 1.

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.

Section 2.

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.

Section 3.

The Employer agrees to bargain over any proposed changes in "Working conditions" considered mandatory subjects of bargaining, unless the subject was submitted as a written proposal during negotiations for this Agreement, in which case it can not be opened by either party.

Section 4.

If the Union believes the Agency has unilaterally changed an employee's wages or hours, the Union may file a written grievance directly with the Department of Administrative Services within fifteen (15) days of the alleged violation.

Section 5. Demand to Bargain.

If the Department of Administrative Services believes that the subject change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the Union's request to meet. If agreement is reached by the parties during the meeting under this Section, then the agreement shall be reduced to writing and signed by the parties.

If the Department of Administrative Services believes that the subject change is a permissive or prohibitive subject of bargaining, the Department of Administrative Services shall inform the Union it refuses to bargain the subject change within fifteen (15) calendar days of the Department's receipt of the demand to bargain.

The Union may then file an unfair labor practice complaint with the Employment Relations Board. If the Board determines 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 mandatory, the parties shall meet to negotiate the change. If, after bargaining, the parties do not reach agreement, the Union may submit the matter to arbitration. The notice must be received by the Department of Administrative Services within fifteen (15) days immediately following the last date the parties met to negotiate the change.

Section 6. Arbitration.

The parties agree that the decision of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, unless the award is vacated pursuant to ORS 240.087 or ORS 240.088. The power of the arbitrator in an action brought under this Section shall be limited to determining if the change or new work practice or rule falls more within the scope of "management functions" as opposed to "employee benefits." If the arbitrator rules that the changed or new work practice or rule has a greater impact on "employee benefits," it shall be immediately withdrawn.

Section 7.

The arbitrator's fee and expenses shall be paid equally by the parties. Failure to act within the time limits waives any rights to further consideration in the matter.

ARTICLE 59 – RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS

Section 1. Overpayments.

a. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the

overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

1. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

2. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

3. If there is no mutual agreement at the end of the thirty (30)-calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.

4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump-sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

b. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

c. The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments.

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

b. This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for such things as leadwork, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this Agreement.

ARTICLE 60 – TELECOMMUTING AND ALTERNATIVE WORK ARRANGEMENTS

Section 1.

The State allows telecommuting and alternative work arrangements where there are opportunities for improved employee productivity, reduced commuting miles or potential agency savings.

Telecommuting work arrangements are subject to State Policy 50.050.01 (Telecommuting) and the terms and conditions of this collective bargaining agreement. The Agency or the employee may terminate individual agreements, in whole or in part, upon seven (7) days notice to each other.

Section 2. Who May Participate.

Employees who meet the qualifications below and whose duties can be successfully performed away from their primary duty station are eligible to apply for a telecommuting work schedule. Employees having primary job duties that require them to interact in person with members of the public, the regulated community, other DEQ employees, or other groups or individuals, on a frequent basis during each workday, typically are not going to be good candidates for telecommuting. A home computer and/or the ability to connect to the agency network are not prerequisites for telecommuting.

Section 3. Qualifications.

Employees who meet the following qualifications may initiate a telecommuting proposal with their manager:

- a. A current overall rating of satisfactory or better.
- b. Completion of trial service period.
- c. Residence within same State (or District of Columbia) as normal reporting location.
- d. Adequate space with privacy and sufficient electrical power and outlets for all equipment necessary to perform the work.

Section 4. Considerations.

Factors to be considered when managers are evaluating telecommuting proposals:

- a. Customer/Operational needs of work unit will be met.
- b. Number of employees within a work unit who are telecommuting and/or using alternate work schedules.
- c. Individual has a flexible work schedule.
- d. Managers may evaluate any factor rated below satisfactory on the work plan scoring sheet to determine if it would preclude successful participation in telecommuting. (See Article 32 (Position Descriptions/Work Agreements.)
- e. Generally telecommuting will be one (1) day per workweek.

The Agency's determination as to qualifications and considerations above will be final. These determinations will not be made arbitrarily.

Section 5. Telecommuting Requests.

Proposals for telecommuting may be initiated by an employee meeting the above criteria by completing the Telecommuting Agreement form and must be approved by the Division Administrator. The manager of the work unit will review the proposal to insure that the work unit operational needs are met. Where more than one (1) qualified employee requests the same telecommuting day, and all requests cannot be granted, preference will be granted on the basis of seniority within DEQ.

Section 6. Equipment.

DAS-Information Resource Management Network Security Policy shall be followed in cases of PC equipment and software and modem connection to State computer security systems. In the event of equipment malfunction or other circumstance which may interfere with the performance of work assignments, the employee shall promptly notify the supervisor. Equipment for telecommuting may be loaned by the Agency upon request, subject to availability of surplus equipment, as designated by the Agency, and Agency approval. Equipment loaned by the Agency shall remain property of the State, and the employee shall be required to sign receipts for all equipment and supplies taken to the telecommuting

location and shall be liable for negligent damage to it. Equipment loaned by the Agency shall be used in accordance with the Acceptable Use of Agency Electronic Information Systems policy.

Section 7. Telecommuting Work Schedule.

Participants are expected to work their full workday in a punctual manner and, while working, give their full attention to the performance of their job duties. Telecommuting work time shall not be spent for dependent care activities nor for personal business. If dependents are normally present in the home during telecommuting work hours, the employee will provide the Agency with a dependent care plan listing who will be providing the dependent care. In the event that participants wish to leave their tele-worksite at times other than scheduled breaks and lunch hour, they will provide notice to their supervisors when they are leaving and when they return. If an emergency situation develops which prevents the employee from continuing their work, the employee will notify their supervisor as soon as appropriate.

Section 8. Tele-worksite Supplies.

Disposable teleworksite supplies shall be provided by the Agency. Equipment, software or supplies which are provided by the Agency for use at the tele-worksite shall be for the purposes of conducting Agency business only. The Agency may issue a State telephone credit card to telecommuters to make State business phone calls.

Section 9. Home Worksite.

Home worksite furniture and equipment shall normally be provided by the telecommuter. The employee shall maintain a clean, safe, dedicated work space. In the case of injury occurring during telecommuting work hours, the employee shall immediately report the injury to the supervisor. SAIF or Agency safety representatives shall have reasonable access to the home worksite to conduct accident investigations or job site evaluations.

Section 10. Work Location, Mileage and Travel Time.

The participant's normal DEQ reporting location will remain the same. In addition, participants may be required to report to Agency or non-Agency locations for purposes such as meetings, medical visits, training sessions and policy/practice coverage. Business visits, meetings with Agency customers or meetings with co-workers shall not be held at the home worksite. No payment for mileage or travel time will be made when the participant is directed to report to his/her normal reporting location or visits the location to pick up pay drafts or other materials. Payment for mileage or travel to other than normal reporting locations will be handled as outlined in the Article 43 (Travel and Mileage Allowance) of this collective bargaining agreement.

Section 11. Joint Labor-Management Committee.

A four (4)-member committee appointed by the Union and Agency will be created to serve as an advisory resource committee for the Agency on telecommuting. The committee, which will meet a minimum of twice a year, is responsible for:

- a. making recommendations for handling unanticipated problems or issues related to the telecommuting program;
- b. evaluating the program and making recommendations for improvement, and;

c. serving as a resource to provide managers additional information or recommendations for handling generic problems that arise, however it is not the job of the committee to resolve problems arising between individual telecommuters and managers.

The committee may recommend any changes that would be subject to collective bargaining pursuant to PECBA. Modifications to the collective bargaining agreement will be made through the bargaining process by the designated representatives.

Section 12. Expectations and Goals.

Telecommuting employees and their managers will develop a clear set of expectations and goals for the work to be performed on telecommuting days. Such expectations may include checking E-Mail and voice-mail on a regular basis and returning phone calls in a timely manner. Included in the telecommuting agreement form will be a check box indicating that managers and employees have developed expectations and goals.

Section 13. Training.

Appropriate training will be provided for participating managers and employees.

Section 14. Exploration of Options.

The Agency will continue to explore options and develop implementation plans when possible in the following areas:

- a. making computer equipment available to employees on an as needed basis to use while telecommuting or teleworking;
- b. developing satellite work sites; and
- c. identifying funding sources for a program designed to facilitate the purchase of personal computer equipment by employees for home use.

Section 15. 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, participants 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 their residences from supervisors during the times that they are to be on duty.
- c. In the event of a work stoppage, telecommuting arrangements utilized by represented employees shall be suspended.
- d. The grievance and arbitration procedures under Article 13 (Grievance Procedure) of this collective bargaining agreement will apply to disputes associated with this Article.
- e. The Agency reserves the right to remove individual participants from telecommuting at any time. This right will not be exercised arbitrarily.
- f. Members will waive no right to Union representation as enumerated in this collective bargaining agreement or as guaranteed by the law.

Section 16. Alternative Work Arrangements.

Subject to Agency approval, the following types of alternative work arrangements may be utilized to allow an employee to work from home or at an alternate location on a short-term, ad hoc basis:

- a. To respond to a family or home emergency that necessitates an employee being physically present but allows the employee free time to perform job tasks;
- b. To work individually or as part of a team on a project requiring uninterrupted work time or additional space; or
- c. In response to other appropriate ad hoc events such as clean air days or inclement weather.

To qualify for such an arrangement, the employee's alternative-work-arrangement work site must be located within the same state as the employee's regular duty station.

Alternative work arrangements may not be used on a long-term basis and are not considered "telecommuting" under this Article. As such, none of the other provisions of this Article shall apply to this Section.

ARTICLE 61 – IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

The appeals process is designed to allocate employees into new classes. Employees in positions allocated to a new classification, who dispute their placement within the new class, can appeal their placement using the following process:

Section 1.

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

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

1. The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
2. The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
3. The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

b. If denied, the Union may appeal the Agency's decision in writing to the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals

and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two resource persons, one designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above. In this process each of the designees may identify one (1) alternate class that he/she determines most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and Labor Relations Unit shall be notified. If the parties concur that shall end the allocation appeal. In the event the committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation. Appeals shall be decided in order of receipt by the Labor Relations Unit. Decisions shall be rendered by the designees no later than sixty (60) calendar days of receipt of the appeal by the committee.

c. The decision of the designees shall be binding on the parties. However, agencies may elect to remove/modify duties at any point during the process.

d. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45)-calendar day period. Each party may go forward with only one class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.

e. Where a position is vacated after the filing of the initial appeal, the Union may continue the appeal process and such appeals will be reviewed by the committee only after the review of all filled positions appeals is completed and where the Agency indicates that no change in duties is anticipated prior to refilling the position.

f. This process terminates upon completion of the allocation process.

ARTICLE 62 – BILINGUAL DIFFERENTIAL

When formally assigned in the employee's position description, an employee assigned to interpret to or from another language to English will receive a differential of five percent (5%) of base pay.

ARTICLE 63 – EMERGENCY RESPONSE COORDINATION

Section 1.

The nature and extent of activities conducted as part of the emergency response coordination program will be determined by the Agency. Emergency response coordination activities will be conducted in accordance with the provisions of Article 22 (Health and Safety). Those activities may be modified by the Agency, as determined by changes in roles, responsibilities and consideration of costs.

Section 2.

The Agency will select the employees assigned to emergency response coordination duties. The Agency will first consider volunteers. Selection of employees will be based upon consideration for knowledge of hazardous materials and petroleum products, experience, training and accessibility to likely spill locations.

Section 3.

Employees who have been formally assigned by the Agency, in writing, to be on-call for, and to perform after normal working hours emergency response coordination duties, shall receive a monthly salary differential as follows:

- a. Employees working on-call emergency response coordination on (1) week in eight (8) weeks will receive one hundred dollars (\$100.00) and two and seven-tenths (2.7) hours paid leave per month.
- b. Employees working on-call emergency response coordination one (1) week in seven (7) weeks will receive one hundred fourteen dollars and twenty-nine cents (\$114.29) and three and one-tenth (3.1) hours paid leave per month.
- c. Employees working on-call emergency response coordination one (1) week in six (6) weeks will receive one hundred thirty-three dollars and thirty-four cents (\$133.34) and three and six-tenths (3.6) hours paid leave per month.
- d. Employees working on-call emergency response coordination one (1) week in five (5) weeks will receive one hundred sixty dollars (\$160.00) and four and three-tenths (4.3) hours paid leave per month.
- e. Employees working on call emergency response coordination one (1) week in four (4) weeks will receive two hundred dollars (\$200.00) and five and four-tenths (5.4) hours paid leave per month.

Employees working a pre-approved, set rotation schedule that is different than those in (a)-(e) above, shall be compensated monthly at the same weekly rate as used above, one hundred eighty-four dollars and sixty-two cents (\$184.62) and five (5) hours paid leave per week of duty calculated on an annual basis, for performing on-call emergency response coordination duties. When assigned to be on call for emergency response coordination duties, the compensation provided in this Section will be paid in addition to employee's base salary.

Where emergency response duties are required after normal working hours, and the employee acting as coordinator is on-call at the time of response, the employee shall be compensated in accordance with the provisions of Article 35 (Overtime) and Article 28 (Holidays), Sections 3 and 4, in addition to the salary differential.

Section 4.

Where emergency response duties are required after normal working hours and the employee acting as coordinator is not on-call at the time of response, the employee shall be compensated in accordance with the provisions of Article 35 (Overtime) and Article 28 (Holidays), Sections 3 and 4.

Section 5.

Employees who have been formally assigned to emergency response coordination duties under Section 3, and who elect to exchange pre-assigned, scheduled rotation on-call duties with another employee, will not be entitled to receive a greater monthly salary differential payment.

ARTICLE 64 - LABOR/MANAGEMENT COMMITTEE

The joint labor/management committee is intended to facilitate communication between the parties. The committee shall meet when necessary, but not more than once each month unless mutually agreed otherwise. Committee meeting agendas shall be established by mutual agreement.

The committee shall be composed of four (4) employee members appointed by the Union and four (4) members of management, unless mutually agreed otherwise. Representatives of the DAS Labor Relations Unit and AFSCME Council 75 may participate in labor/management committee meetings, provided both representatives are invited to attend. Members of the labor/management committee will work together to identify and attend appropriate training on collaboration and problem-solving. Each employee appointed to the committee will be allowed up to two (2) hours per month relief time, by pre-approval with his/her supervisor, to prepare for the labor/management committee meeting.

Agency employees appointed to the Agency committees 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. No other travel expenses or per diem will be paid by the Agency. Time spent outside of the employee's regularly scheduled work hours, and time spent in Union preparation meetings and regularly scheduled lunch breaks, will not be in pay status.

The committee discussions shall be on a meet-and-confer basis. The committee shall have no power to contravene any provision of the collective bargaining agreement, to enter into any agreements binding on the parties to this Agreement or resolve issues or disputes surrounding the implementation of this Agreement. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been negotiated and signed by the Labor Relations Unit and AFSCME Council 75 authorized representatives.

Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure. Discussion or review of any matter by the committee shall not waive or affect the time frames related to the grievance procedure.

The labor/management committee will report to the Executive level management body of the Agency on an as needed basis.

Signed _____ day of _____, 2008 in Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

Kris Kautz, Interim Director
Representative
Department of Administrative Services

Issa Simpson, Council
AFSCME Council 75

Susan Wilson, Administrator
Human Resource Services Division

Wes Risher
AFSCME Local 3336

Dick Pedersen, Interim Director
Department of Environmental Quality

Karen Font Williams
AFSCME Local 3336

Jake Jacobson, VIP Station Manager
Department of Environmental Quality

Sylvia Herrley
AFSCME Local 3336

Kerri Nelson, Interim Mgmt Svc Div Admin
Department of Environmental Quality

Greg Aitken
AFSCME Local 3336

Art McCurdy, State Labor Relations Manager
Department of Environmental Quality

Terry Salinas
AFSCME Local 3336

APPENDIX A - LETTERS OF AGREEMENT

LETTER OF AGREEMENT Joint Committee on Salary Surveys

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the agencies participating at the Central Table and the American Federation of State, County and Municipal Employees, Council 75 (Union).

This Agreement covers employees in the Union's bargaining units covered by the Central Table Negotiations.

The parties agree to form a joint committee of two (2) management and two (2) AFSCME representatives to review appropriate market comparisons for the bargaining units' compensation, including methodology and data collection. The committee will also examine the state's relationship to market and make recommendations to the Governor for moving state compensation closer to market. This committee shall not enter into formal negotiations nor have recourse to the dispute resolution procedures for negotiations. This committee shall provide the update by October 1, 2006.

LETTER OF AGREEMENT 2007-2009 INSURANCE PART-TIME EMPLOYEES HEALTH INSURANCE SUBSIDY

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

The Parties agree to the following:

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time plan through December 31, 2007 as follows:

- Employee Only (EE) - \$181.72
- Employee and Family (EF) - \$233.84
- Employee & Spouse (ES) - \$231.06
- Employee & Children (EC) - \$206.60

For Plan Year 2008 and 2009, the subsidy will be paid at an amount so that employees will continue to pay the same out-of-pocket premium costs that were in effect for Plan Year 2007. If an employee changes from one tier to another or changes plan pursuant to PEBB rules, his/her out-of-pocket premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium costs for his/her new tier.

LETTER OF AGREEMENT – ARTICLE 19, CONTRACTING OUT
FEASIBILITY STUDY

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

When the provisions of Article 19, Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 2009.

LETTER OF AGREEMENT – INTERMITTENT UNION LEAVE

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

1. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two bargaining unit members may be designated to attend AFSCME conventions under this provision.

2. Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.

3. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.

4. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.

5. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.

6. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.

7. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.

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

This Letter of Agreement expires June 30, 2009.

APPENDIX B

AFSCME – DEQ CLASSIFICATION PLAN

CLASS NUMBER	CLASS TITLE	SALARY RANGE
0101	Office Assistant 1	7
0102	Office Assistant 2	9
0103	Office Specialist 1	12C
0104	Office Specialist 2	15C
0107	Admin. Specialist 1	17
0108	Admin. Specialist 2	19
0118	Exec. Sup. Spec. 1	17
0119	Exec. Sup. Spec. 2	19
0150	Std. Prof/Tech Wrkr.	11
0210	Accounting Tech 1	13
0211	Accounting Tech 2	17
0212	Accounting Tech 3	19
0321	Pub. Service Rep. 1	9
0322	Pub. Service Rep. 2	12C
0323	Pub. Service Rep. 3	15
0324	Pub. Service Rep. 4	19
0405	Mail Services Assistant	10
0435	Procurement & Contract Assistant	19
0436	Procurement & Contract Spec 1	23
0437	Procurement & Contract Spec 2	27
0438	Procurement & Contract Spec 3	29
0530	Word Processing Tech 1	11
0531	Word Processing Tech 2	13
0532	Word Processing Tech 3	15
0705	Property Spec. 1	12
0706	Property Spec. 2	14
0707	Property Spec. 3	16
0801	Office Coordinator	15
0854	Project Manager 1	26
0855	Project Manager 2	29
0856	Project Manager 3	31
0860	Program Analyst	23
0861	Program Analyst 2	27
0862	Program Analyst 3	29
0863	Program Analyst 4	31
0864	Public Affairs Spec 1	25
0865	Public Affairs Spec 2	29
0866	Public Affairs Spec 3	31

CLASS NUMBER	CLASS TITLE	SALARY RANGE
0870	Operation and Policy Analyst 1	23
0871	Operation and Policy Analyst 2	27
0872	Operation and Policy Analyst 3	30
0873	Operation and Policy Analyst 4	32
1001	Loan Spec 1	23
1002	Loan Spec 2	30
1115	Research Analyst 1	19
1116	Research Analyst 2	22
1117	Research Analyst 3	26
1118	Research Analyst 4	30
1215	Accountant 1	21
1216	Accountant 2	23
1217	Accountant 3	27
1218	Accountant 4	30
1243	Fiscal Analyst 1	23
1244	Fiscal Analyst 2	27
1245	Fiscal Analyst 3	30
1339	Training & Development Spec 2	27
1345	Safety Specialist 1	23
1346	Safety Specialist 2	27
1481	Info Systems Specialist 1	17I
1482	Info Systems Specialist 2	21I
1483	Info Systems Specialist 3	24I
1484	Info Systems Specialist 4	25I
1485	Info Systems Specialist 5	28I
1486	Info Systems Specialist 6	29I
1487	Info Systems Specialist 7	31I
1488	Info Systems Specialist 8	33I
2111	Public Info Rep. 1	24
2220	Librarian	26
2510	Electronic Pub. Design Spec. 1	17
2511	Electronic Pub. Design Spec. 2	21
2512	Electronic Pub. Design Spec. 3	23
3116	Cartographer 1 (no Cartographer will be	13
3117	Cartographer 2 allocated lower than current	17
3118	Cartographer 3 per agreement of parties 2/28)	19
3268	Construction Project Manager 2	30
3269	Construction Project Manager 3	32
3410	Env. Engineer 1	25
3411	Env. Engineer 2	30
3412	Env. Engineer 3	32

CLASS NUMBER	CLASS TITLE	SALARY RANGE
3715	Chemist 1	24
3716	Chemist 2	26
3717	Chemist 3	28
3779	Microbiologist 1	21
3780	Microbiologist 2	23
3781	Microbiologist 3	25
3807	Vehicle Em. Tech. 1	16
3808	Vehicle Em. Tech. 2	18
4101	Custodian	10
4012	Facilities Maintenance Specialist	18
4014	Facilities Operation Specialist 1	24
4015	Facilities Operation Specialist 2	26
4339	Scientific Instrument Technician	21
5711	Occupational Sfty Spec 3	27
5750	Env. Law Spec.	30
6810	Lab Tech 1	13
6811	Lab Tech 2	17
8501	Natural Res. Spec. 1	21
8502	Natural Res. Spec. 2	24
8503	Natural Res. Spec. 3	27
8503	Natural Res. Spec. 3 (Hydrogeologist)	28B
8503	Natural Res. Spec. 3 (Reg. Sanitarian)	28D
8504	Natural Res. Spec. 4	30
8504	Natural Res. Spec. 4 (Hydrogeologist)	31B
8504	Natural Res. Spec. 4 (Toxicologist)	32C
8504	Natural Res. Spec 4 (Reg. Sanitarian)	31D
8505	Natural Res. Spec. 5	32
8505	Natural Res. Spec. 5 (Hydrogeologist)	33B

Salary Range Codes:

- “B” Special off-range pay option for Hydrogeologist work within the Natural Resources Specialist classifications.
- “C” For Classification Numbers 0103, 0104 & 0322—Nine-step off-range clerical class salary range for agencies in Portland.
- “C” For Classification Numbers 8503, 8504 & 8505—Special off-range pay option for Toxicologist work within the Natural Resources Specialist classifications.
- “D” Special off-range pay option for Registered Sanitarian work within the Natural Resources Specialist classifications.
- “I” Special off-range pay option for information systems classifications.

APPENDIX C – SALARY SCHEDULE

SALARY SCHEDULE									
7/1/07									
RANGE	1	2	3	4	5	6	7	8	9
07	1481	1542	1623	1691	1762	1830	1895	1973	2047
09	1623	1691	1762	1830	1895	1973	2047	2131	2217
10	1691	1762	1830	1895	1973	2047	2131	2217	2296
11	1762	1830	1895	1973	2047	2131	2217	2296	2395
12	1830	1895	1973	2047	2131	2217	2296	2395	2501
13	1895	1973	2047	2131	2217	2296	2395	2501	2611
14	1973	2047	2131	2217	2296	2395	2501	2611	2727
15	2047	2131	2217	2296	2395	2501	2611	2727	2854
16	2131	2217	2296	2395	2501	2611	2727	2854	2992
17	2217	2296	2395	2501	2611	2727	2854	2992	3136
18	2296	2395	2501	2611	2727	2854	2992	3136	3281
19	2395	2501	2611	2727	2854	2992	3136	3281	3438
21	2611	2727	2854	2992	3136	3281	3438	3610	3783
22	2727	2854	2992	3136	3281	3438	3610	3783	3963
23	2854	2992	3136	3281	3438	3610	3783	3963	4155
24	2992	3136	3281	3438	3610	3783	3963	4155	4356
25	3136	3281	3438	3610	3783	3963	4155	4356	4570
26	3281	3438	3610	3783	3963	4155	4356	4570	4797
27	3438	3610	3783	3963	4155	4356	4570	4797	5027
28	3610	3783	3963	4155	4356	4570	4797	5027	5273
29	3783	3963	4155	4356	4570	4797	5027	5273	5527
30	3963	4155	4356	4570	4797	5027	5273	5527	5800
31	4155	4356	4570	4797	5027	5273	5527	5800	6075
32	4356	4570	4797	5027	5273	5527	5800	6075	6361
28B	3610	3783	3963	4155	4356	4570	4797	5027	5273
31B	4155	4356	4570	4797	5027	5273	5527	5800	6075
33B									
12C	1863	1934	2010	2090	2174	2256	2345	2448	2556
15C	2090	2174	2256	2345	2448	2556	2668	2791	2924
32C	4356	4570	4797	5027	5273	5527	5800	6075	6361
28D	3610	3783	3963	4155	4356	4570	4797	5027	5273
31D	4155	4356	4570	4797	5027	5273	5527	5800	6075
17I	2284	2382	2484	2590	2705	2831	2965	3102	3246
21I	2639	2758	2889	3023	3163	3312	3468	3630	3799
24I	3018	3157	3307	3463	3623	3793	3973	4159	4355
25I	3270	3425	3587	3753	3930	4114	4307	4510	4723
28I	3653	3824	4006	4191	4390	4597	4812	5039	5276
29I	3906	4091	4282	4484	4695	4917	5147	5390	5643
31I	4327	4529	4742	4966	5198	5444	5701	5968	6247
33I	4713	4935	5166	5410	5667	5933	6211	6507	6816
21T	0	0	0	0	3208	3361	3526	3698	3879