

AGREEMENT

BETWEEN THE

STATE OF OREGON

DEPARTMENT OF

ADMINISTRATIVE SERVICES

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

FOR THE

DEPARTMENT OF LAND CONSERVATION

AND DEVELOPMENT

2007-2009

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ARTICLE 1 - RECOGNITION

Section 1.

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 Land Conservation and Development (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees, Council 75 (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.

Section 2.

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the Department of Land Conservation and Development, excluding supervisory, managerial and/or confidential as defined by ORS 243.650, temporary, and part-time employees working less than thirty-two (32) hours per month. 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'S 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 the 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 policies, provided such rights are not specifically abridged by any provision of this Agreement.

ARTICLE 3 - UNION RIGHTS, SECURITY, AND STEWARDS

Section 1. Notice of Representatives

The Union will provide the Agency's Director with the names of its representatives from the District Council 75 who will be "Union Representatives."

Section 2. Union Representative Visits

After advising the Agency Director or his/her designee of his/her presence on the worksite and the reason(s) therefore, a Union Representative(s) will be allowed to visit the work areas of the employees during workday. Such visits will not interfere with the normal flow of work.

Section 3. Agency Stewards

A. Two (2) Agency Stewards shall be allowed to ensure access to Agency employees. Such Stewards shall be selected from and represent employees. The Union shall notify the Agency of the names of Agency Stewards and their successors upon selection.

B. Stewards may receive but not solicit grievances, and may discuss complaints and grievances on the premises of the Agency, so long as it does not interfere with the work and duties of the Agency Stewards or with the work and duties of the employees. Agency Stewards shall be granted reasonable paid time off during regularly scheduled working hours to process grievances. Agency Stewards will report such time on the Agency timesheet.

Section 4. Union Business

Employees shall conduct the internal business of the Union during their nonduty hours.

Section 5. Building Use

Upon written request to the Agency Director or his/her designee, the Union shall be allowed to use Agency facilities during nonduty hours for meetings when such facilities are available and such meetings will not interfere with the business of the Agency.

Section 6. Bulletin Boards

The Agency shall provide bulletin board space for the use of the Union to communicate with its members.

Section 7. Union Notices to Employees

The Agency shall furnish each new employee with a written notice, provided by the Union, that the Union is the certified collective bargaining representative and shall advise each new employee of his/her obligation for declaration of dues or fair share deduction. A Union Representative may meet with a new employee for fifteen (15) minutes within fourteen (14) days of hiring so the Union can present to the employee information about the Union. If the Union Representative is an employee of the Agency, he/she will be allowed time off with pay to make the fifteen (15)-minute presentation.

Section 8. Payroll Deductions

A. The Union shall be provided payroll deductions for its regular monthly dues in accord with ORS 292.055.

B. 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 or until revoked by the employee in writing, whichever is sooner.

C. Employees in the bargaining unit who are not members of the Union shall make fair share payments. Beginning with the first payroll period after the execution of this Agreement and on each period thereafter, the State will deduct from the wages of each bargaining unit employee who is not a Union member the fair share amount. 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.

D. The State 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 social security numbers of all employees from whom deductions were made.

E. 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 fair share from the employee's wages pursuant to this Article, until agreement has been reached between the employee and the Union.

Section 9. Employer Held Harmless

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 the Agency's implementation of this Article.

Section 10. Union 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 Resource 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 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 - ADMINISTRATIVE PROVISIONS

Section 1. Laws, Regulations

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

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 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 provisions of this Article prohibiting strikes or other concerted activity by employees shall not apply.

Section 2. Legislative Action

A. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the date of signing this Agreement or the date otherwise specified in this Agreement.

B. Upon the signing of 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 change in statute that may be required to accomplish that purpose. Should the Legislative Assembly or Emergency Board fail to enact or adopt matters submitted to them under this Section, then the Employer and Union shall meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement.

Section 3. 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/or the Agency, its goods, property 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 Employer to the Union that certain bargaining unit members 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 Department of Administrative Services, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity.

Section 4. Complete Agreement

This labor Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained pursuant to ORS 243 et seq. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue.

Section 5. Term of the Agreement and Successor Negotiations

A. This Agreement shall become effective July 1, 2007, or the first month following signing of the Agreement, whichever is later, through June 30, 2009. Negotiations for the successor agreement will start as mutually agreed after January 1, 2009.

B. 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.

C. The Agency will allow paid time for up to three (3) identified employees to attend collective bargaining sessions as members of the Union's negotiating team for a combined total of no more than one hundred and fifty (150) hours of worktime. No overtime, per diem, or any other compensation shall accrue or be paid.

Section 6. Agency Personnel Policies

The Agency shall provide a copy of its written personnel policies to the Union and to all employees. When a change of a policy occurs, a copy will be sent to the Union and to all affected employees.

ARTICLE 5 - PERSONNEL RECORDS

Section 1.

An employee may, upon request, inspect and copy the contents of his/her official Agency personnel file. No grievance shall be kept in the personnel file.

Section 2.

No information reflecting critically on an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her 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 file provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the Union at the time such material was placed in the employee's file.

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 a written explanation or opinion regarding the disputed material. This shall be attached to the disputed material and shall be included as part of the personnel record until the material is removed.

Section 4.

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

Section 5.

Material reflecting caution, consultation, warning, admonishment, or reprimand shall be removed from personnel files after two (2) years, and given to the employee. 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 6 - DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

A. The principles of progressive discipline shall be used except when the nature of the problem requires more serious discipline. Depending on the seriousness of the problem, progressive discipline can include the following steps: written reprimand, suspension, demotion, reduction in pay or discharge. No regular status employee shall be disciplined or discharged without just cause. An employee has the right to challenge discipline (excluding discharge) in accordance with the Grievance Procedure in this Agreement. Discharge may only be challenged at STEP 3 of the 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. Consistent with the salary basis requirements of the FLSA, an FLSA-exempt employee demoted or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. A copy of this notice shall also be sent to the Union. The reduction, demotion or suspension of a regular status employee must be appealed directly to STEP 2 of the Grievance Procedure within fifteen (15) calendar days from the date of notice or the effective date of the action whichever is earlier. Any further appeal of such action shall follow the Grievance Procedure outlined in this Agreement.

C. Where discharge may be contemplated, 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 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 a Union Representative present. At the discretion of

the Agency Director, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the predismisal notice.

D. Discharge of a regular status employee may only be appealed by the Union directly to STEP 3 of the Grievance Procedure. The appeal must state the reason for the appeal and must be submitted in writing to the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days from the effective date of the discharge.

Section 2.

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

Section 3.

The Agency will encourage staff to express professional opinions and will encourage an open and free exchange of ideas and opinions. No retaliation or discrimination shall occur against any employee for expressing a differing professional opinion.

Section 4.

The Agency will not formally discipline an employee in a manner which would embarrass or humiliate the employee in front of others.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1.

It is the intent of the Agency and the Union to resolve employee grievances by informal methods if possible. However, such informal methods do not supersede the timeline requirement outlined in this Article. If the Union or an employee desires a formal resolution of any grievance as defined in Section 2 (except complaints of unlawful discrimination), such grievance shall be processed as provided under Section 3 of this Article.

Section 2.

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

Section 3. Grievance Steps

Timelines noted in the following Steps apply to all grievances except for reductions in pay, demotion, suspension and discharge for which the timelines established in Article 6 – Discipline and Discharge, shall apply.

STEP 1. Any represented employee may file, with or without the assistance of the Union or the Union may file on the employee's behalf, a grievance in writing with his/her immediate excluded supervisor within thirty (30) calendar days of the date that the Union or employee knew or should have known of the alleged violation. The grievance shall include: (a) a statement of the grievance with a clear explanation of the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be

violated; and (c) the remedy sought. Once a grievance has been filed, it may not be expanded but may be modified for the purpose of clarity at STEP 1 only. The supervisor shall respond to the Union in writing to the grievance within fifteen (15) calendar days from the date the grievance is received by the supervisor, with a copy to the employee.

STEP 2. If the grievance remains unresolved at STEP 1, it may be appealed in writing by the employee, with or without the assistance of the Union, to the Agency Director within fifteen (15) calendar days after the response required by STEP 1 was due or received. The Director or his/her designee shall respond in writing to the Union with a copy to the employee within fifteen (15) calendar days after receipt of the grievance.

STEP 3. Department of Administrative Services Review. If the grievance remains unresolved at STEP 2, the Union may file the grievance in writing with the Department of Administrative Services, Labor Relations Unit, within fifteen (15) calendar days following date the response at STEP 2 was due or received. In a discharge grievance, the Union must file the grievance with the Department of Administrative Services, Labor Relations Unit within fifteen (15) days of the effective date of the discharge. The Labor Relations Unit shall respond within fifteen (15) calendar days following receipt of this STEP 3 appeal.

In the event the response from the Labor Relations Unit 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.

If at any step of the grievance procedure, the grievant or Union fails to meet the specified time limits, the grievance will be considered withdrawn and it cannot be resubmitted.

STEP 4. Submission to Arbitration. If the grievance is unresolved following Department of Administrative Services review, the Union may submit in writing the grievance to arbitration. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days after the STEP 3 response was due or received.

In discharge grievances, the Union may request a settlement meeting involving the Department of Administrative Services, Labor Relations Unit and the Agency Head, or designee, to discuss settlement within fifteen (15) calendar days of the STEP 3 response. This settlement meeting does not preclude any other attempts by the parties to settle the matter before the arbitration hearing date.

Section 4. Selection of the Arbitrator

In the event that arbitration becomes necessary the Union will request, within fifteen (15) calendar days from the date the STEP 3 response was due or received, a list of the names of five (5) qualified arbitrators from the Employment Relations Board, and contact the Employer to strike names within ten (10) workdays. The parties 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 serve as the arbitrator.

Section 5. 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, change, or modify 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 6. 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 7. Mediation

Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either the Department of Administrative Services, Labor Relations Unit 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 8.

Employees are entitled to representation by a Union Representative at any step in this Article.

Section 9.

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 10.

Time limits may be extended by agreement of the parties.

Section 11.

Failure of the aggrieved party to comply with the time limits outlined above shall constitute abandonment of the grievance and it cannot be resubmitted.

ARTICLE 8 - 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 recognizes the quality of existing employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

The Agency will determine whether a vacancy is to be filled and the method/means to fill that vacancy.

Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit.

Section 3.

Employees will be notified by E-mail of all Agency vacancies to be filled and will be encouraged to apply.

ARTICLE 9 - TRIAL SERVICE

Section 1.

Employees initially appointed or promoted to a bargaining unit position shall serve a trial service period of six (6) months. Employees who transfer from another agency or are reemployed by the Agency to a position in the bargaining unit shall serve a trial service period of three (3) months. Trial service periods may be extended with written request and agreement of the Union.

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 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 under this Agreement.

If such employee was previously a regular status employee in a bargaining unit position in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former classification unless he/she is discharged as provided in Article 6 of this Agreement.

Section 3.

An employee who is transferred or demoted to another position in the bargaining unit 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 may be extended in instances where an employee has a leave of absence. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

The provisions of this Agreement shall apply equally to all members 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 Article shall be submitted to the Agency Director or his/her designee. A meeting with the complainant will be held within seven (7) working days of the receipt of the complaint. A full investigation will be conducted by the Agency, even if the alleged perpetrator of discrimination has terminated employment. Findings of fact and/or action to be taken will be reduced to writing and given to the complainant and the alleged perpetrator within thirty (30) calendar days from receipt of the complaint. 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.

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 within fifteen (15) days of the Agency's response. 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 within thirty (30) days.

ARTICLE 11 - PERFORMANCE APPRAISAL

The Agency and the Union recognize the need for continuing open communication in all phases of an employment relationship. Informal communication should be ongoing. The performance appraisal process shall support and facilitate the communication process.

Section 1. Performance Appraisal

The employee's performance will be rated by his/her immediate excluded supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide his/her comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

Section 2. Performance Appraisal Changes

If there are changes made in the performance appraisal after discussion and signature by the employee, the revised appraisal will again be discussed with the employee. The employee shall have the opportunity to comment on and shall sign the revised appraisal. The signature shall only indicate that the employee has read the performance appraisal. A copy

shall be provided to the employee at this time. Written comments provided by the employee within thirty (30) days of the evaluation shall be attached to the performance appraisal.

Section 3.

Performance appraisals are not grievable nor arbitrable under this Agreement nor shall they be used for the purpose of disciplinary action or for setting salary eligibility dates.

Section 4.

Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter.

Section 5.

The Agency will strive to ensure consistency, fairness and equity in the performance appraisal process.

ARTICLE 12 - HOURS OF WORK/OVERTIME

Section 1. Hours of Work

A. The 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.

B. A regular work schedule is five (5) consecutive, eight (8)-hour days. The regular workweek shall be Monday through Friday. An irregular work schedule is four (4) consecutive, ten (10)-hour days. Alternative work schedules are anything other than five (5) consecutive, eight (8)-hour days or four (4) consecutive, ten (10)-hour days which have regular, fixed weekly schedules. Flexible work schedules may vary either the number of hours worked or the starting and stopping times on a daily basis, but not necessarily each day.

The Agency will seek to accommodate alternative and flexible work schedules subject to the operational needs of the Agency.

C. Employees will be granted a rest period of fifteen (15) minutes during each consecutive work period of four (4) hours. Rest periods will be as near the midpoint of each four (4)-hour segment as possible in accordance with operating requirements.

D. Employees working at least eight (8) hours in a day will be granted a nonduty meal break as near the middle of the workday as possible. This meal period will not be less than one-half (1/2) hour. Employees working less than an eight (8)-hour workday may be granted a meal period as determined by the Agency.

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

F. An employee desiring a change in work schedule must request such change in writing to his/her supervisor.

Section 2. Overtime

A. 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.

B. Time worked for the purpose of this Agreement is all hours actually worked including any paid leave.

C. Eligible employees as defined as non-exempt by FLSA, shall be compensated at Agency discretion 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 or eight (8) hours per day for employees on a regular work schedule, or ten (10) hours per day for employees on an irregular schedule (four (4) ten (10)-hour shifts). Employees working an alternative or flexible work schedule will have overtime calculated based on a forty (40)-hour workweek, not an eight (8)-hour day. No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2).

D. Employees in positions which have been determined to be exempt from FLSA shall receive time off for authorized time worked in excess of forty (40) hours per week at the rate of one (1) hour off for one (1) hour of time worked beyond forty (40) hours. If no employees in the bargaining unit are exempt from the FLSA, this language will be deleted when this Agreement expires.

E. The Agency shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization, in writing, by the Director or his/her designee. Prior authorization shall be granted on a case-by-case basis.

F. The Agency shall determine whether an employee receives pay for overtime or accrues compensatory time. An employee may accrue up to a maximum of eighty (80) hours of compensatory time.

Section 3. Scheduling or Paying Out Compensatory Time Off

A. Subject to the operating requirements of the Agency, employees shall have their choice of scheduling compensatory time off on a first come, first served basis. Ties shall be resolved by agreement of affected employees or by length of service of employees if they cannot agree. Compensatory time may be taken in increments of less than eight (8) hours.

B. Compensatory leave shall be scheduled in accordance with standard procedures used for scheduling vacation leave and are subject to the provisions of Article 15 - Vacation Leave.

C. An employee may accrue up to eighty (80) hours of compensatory time. The Agency may allow accrual in excess of eighty (80) hours if requested by the employee. Unless the employee has requested otherwise, the Agency will pay any excess hours in cash or schedule mutually agreeable time off for the employee within thirty (30) days of accrual. Accrued compensatory time not taken by June 30, including that earned in June, may be paid in cash up to eighty (80) hours at the request of the employee or Agency as mutually agreed as if it had been earned during June. Such payments shall be made in the August payroll period.

D. When an employee terminates employment with the Agency, the Agency will pay all unused compensatory leave with the employee's final paycheck.

ARTICLE 13 - LAYOFF AND RECALL

Section 1.

A layoff is defined as a separation from the State service for involuntary reasons not reflecting discredit on an employee. An employee shall be given written notice of layoff at least fifteen (15) calendar days before the effective date. The Agency will explain the reasons for the layoff.

Section 2.

The layoff procedure shall occur in the following manner:

A. The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall give written notice to every affected employee of his/her service credit score and his/her options under this Article. The Agency shall give the Union lists of the service credits of all employees in all affected positions. The Agency will post copies of this list on Agency bulletin boards which are accessible to employees on each worksite. Service credits determine bumping ability.

B. Temporary employees working in a classification in which a layoff occurs will be terminated prior to the layoff of any represented employee.

C. An initial trial service employee cannot displace any regular status employee, but may bump other initial trial service employees with fewer service credits.

D. An employee receiving written notice of a pending layoff has five (5) calendar days in which to select one (1) of the following options, and give the Agency written notice of his/her selection.

1. The employee may displace the employee in the Agency with the lowest service credits in his/her present classification.

2. If qualified, the employee may displace the lowest service credit employee in a classification with the same salary range. To be qualified, the bumping employee must meet the minimum qualifications for the classification into which he or she is bumping.

3. The employee may demote to the lowest service credit position in any classification for which he/she is qualified. An employee who elects to demote will be placed on the Agency list for recall from layoff in 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 the Agency recall from layoff list for the classification from which he/she was laid off.

E. To be qualified for the options under Section 2D 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. The Agency shall determine if the employee is capable of performing such duties.

F. When the Agency gives notice of layoff, all employees working out of class within the affected classes will revert to their regular positions and duties.

G. Employees displaced by the effects of bumping may exercise their rights under this Article, in turn.

H. For the purposes of this Article, employees working in a jobshare position shall be treated as one full-time employee with service credits equal to the prorated time they are working in the position.

Section 3.

Within the bargaining unit, employees shall be laid off and service credits calculated within the following separate categories: Permanent full-time positions; and Permanent part-time positions.

Computation of Service Credits for regular status employees shall be made as follows:

A. One (1) credit for each full month of unbroken, regular status and trial service employment with the Department of Land Conversation and Development, and one-half (1/2) service credit for each full month of unbroken, regular status and trial service with the State of Oregon which immediately preceded employment with the Agency. Service credit totals for other State service may not exceed sixty (60) credits. A break in service is defined as a separation or interruption of paid employment that lasts more than two (2) years. Part-time employees earn service credits on a prorated basis. Leave without pay over ninety (90) days will be deducted from service credits. When the Agency announces a layoff, service credit totals will be frozen through the conclusion of the layoff process.

B. In the event of a tie in total layoff credits, the Agency shall determine the employee(s) to be laid off, considering requirements of the available position(s), value of the employee(s) to the mission of the Agency, demonstrated performance, work in progress, and other relevant factors.

C. The Agency may protect up to two (2) employees from layoff for up to ninety (90) days if losing such individuals would demonstrably work a hardship on the operation of the Agency.

Section 4.

Cross bumping may occur between the management service and the bargaining unit.

Section 5.

Any trial service employee who is laid off shall be restored to the eligibility list from which he/she was certified if the list is still active.

Section 6. Agency Recall from Layoff List

The names of regular employees who choose demotion or who are laid off will be placed on a recall from layoff list. Names will be in service credit order by classification. Names will remain on this list for two (2) years, unless the employee is recalled to service sooner.

Section 7. Recall

Employees will be recalled in order of service credits. Recalled employees must be qualified to perform the duties of the position for which they have been recalled within two (2) weeks.

An employee may refuse a position, but his/her name will then be removed from the recall list for that classification.

Employees who accept a position will be removed from the recall list.

Employees on the recall from layoff list because of separation from service will be offered available temporary positions, if such positions become necessary, within the Agency prior to hiring outside the Agency. An employee may refuse a temporary assignment without prejudice.

Section 8. 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 Recall List shall be used to fill all

positions within a specific classification and geographic area consistent with Section C above, until such secondary list is exhausted.

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

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

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

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

(a) A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have 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 Term Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

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

ARTICLE 14 - 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 President of the United States and 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. When a holiday specified in this Section falls on a Sunday, the following Monday shall be recognized as the holiday.

Section 2.

All employees, shall be compensated for each holiday listed in Section 1, provided the employee works thirty-two (32) hours or more within the month. This holiday compensation is called holiday pay. Full-time employees who work full-time, will receive the full eight (8) hours of holiday pay. Part-time and hourly employees will receive a prorated share of the eight (8) hours of holiday pay based on the number of hours actually worked as compared to the total number of possible work hours in the month or pay period. The holiday shall not count as part of the total possible work hours in the month or pay period or the total hours worked and shall be calculated as follows: total hours worked, times holiday hours in the month, divided by total hours in month or pay period. Total hours worked shall include sick leave, vacation leave, personal leave, the leave taken under Article 12, section 2, subsections (c) and (d), and the leave in Section 4 of this Article, but shall exclude any overtime hours worked. Recognized holidays which occur during paid vacation or paid 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. An employee will receive compensatory time off for holiday time worked unless the employee makes advance written request for cash.

Section 4.

In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees shall receive a prorated share of eight (8) hours of paid leave. Paid leave granted in this Section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. 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, Christmas, or New Year's Day. Employees who become employed after Thanksgiving but before Christmas may request the State option of using this paid leave on the workday before or after New Year's Day. 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.

ARTICLE 15 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees

Upon completion of initial trial service, full-time classified employees will be credited with forty-eight (48) hours of vacation leave. Thereafter vacation leave shall accumulate as follows:

| | |
|--|--|
| After six (6) months through fifth (5 th) year | Twelve (12) workdays for each twelve (12) full months of service (eight (8) hours per month) |
| After fifth (5 th) year through tenth (10 th) year | Fifteen (15) workdays for each twelve (12) full months of service (ten (10) hours per month) |
| After tenth (10 th) year through fifteenth (15 th) year | Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month) |
| After fifteenth (15 th) year through twentieth (20 th) year | Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) hours per month) |
| After twentieth (20 th) year through twenty-fifth (25 th) year | Twenty-four (24) workdays for each twelve (12) full months of service (sixteen (16) hours per month) |
| After twenty-fifth (25 th) year | Twenty-seven (27) workdays for each twelve (12) full months of service (eighteen (18) hours per month) |

Part-time employees and full-time employees 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.

Section 2. Determination of Eligibility for Vacation Accrual

Time spent working in the State service, serving in the Peace Corps, on active military duty, or job-incurred disability leave will be considered time in the State service for determining length of service for vacation credits.

Section 3. Determination for Accrual of Vacation Leave

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

Section 4. Termination Vacation Pay

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

Section 5. 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. All vacation leaves require advanced written authorization by the employee's immediate supervisor, except where prior written authorization is impractical and the leave is less than two (2) days.

Vacation leave may be taken in increments smaller than eight (8) hours.

Section 6. Vacation Accrual

Vacation hours may accumulate to a maximum of three hundred and twenty-five (325) hours; 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.

Section 7.

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

Section 8.

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, unless otherwise designated in writing by the employee.

Section 9.

If the Agency cancels an approved vacation within one hundred-twenty (120) days of the approved vacation and the employee loses unrecoverable deposits as a result of the cancellation, the Agency shall reimburse the employee for his/her loss. The Agency may require documentation of the unrecoverable deposits.

ARTICLE 16 - SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits

Full-time employees shall accrue eight (8) hours of sick leave with pay credits for each full month 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. Use 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, attendance at an employee assistance program, exposure to contagious disease, attendance upon members of the employee's or the employee's spouse's immediate family or the equivalent of each for domestic partners (parents, wife, husband, children, foster children, brother, sister, grandmother, grandfather, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The Employee has the duty to 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 five (5) days, or if the Agency has reason to believe 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. Worker's Compensation Payments

Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave. 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 stances, prorated charges will be made against accrued vacation and/or compensatory time.

Section 8. Sick Leave Without Pay

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 and/or practitioner 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 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 9.

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 10.

The Director of the Agency may, allow employees, on a case-by-case basis and without setting precedent, to transfer accumulated vacation leave or compensatory time to a co-worker in the Agency who has exhausted accumulated leave while recuperating from, or involved in, what the Director has determined to be an extended and continuing illness, or illness of a catastrophic nature.

Transfer of accumulated vacation leave or compensatory time and utilization of such leave will be subject to the following:

A. Employees on Workers' Compensation or parental leave may not participate as either donors or recipients.

B. All leave donated shall be posted to the Donee's sick leave account. Any leave which has been donated and remains unused is not recoverable by the Donor.

C. All donations must be made in blocks of two (2) hours or more. All hours of leave donated will be converted to the hourly rate of the donor and then applied to the Donee's account at his/her hourly rate.

D. Any other requirements or conditions which may from time to time be determined by the Director on a case-by-case basis.

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.

ARTICLE 17 - OTHER LEAVES

Section 1. Leaves With Pay

A. Personal Leave.

All employees after completion of initial trial service shall be entitled to receive personal leave days in the following manner:

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

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

Should any employee fail to work 1,040 hours for the 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 used by an employee for any purpose he/she desires and may be taken at times mutually agreeable to the Agency and the employee.

B. 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.

C. 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.

D. Test and Interview Leave

Unless such leave shall handicap the efficiency of the employee's work unit, an employee may request and have approved test and/or interview leave as defined below.

An employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Agency. Additionally, 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.

E. Bereavement Leave

Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of this collective bargaining agreement, 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.

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 to testify in a court or at a deposition except for full workweek increments where such testimony causes an absence of one (1) or more full workweeks.

C. Educational 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.

D. Unauthorized Absence

Unauthorized leave 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 their control.

E. Family Medical Leave and Parental Leave

The Agency agrees to abide by all federal and State statutes dealing with these leaves of absence.

ARTICLE 18 - 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 granted upon recommendation of the employee's immediate supervisor and approval of the appointing authority. An employee recommended for a merit pay increase shall receive the increase on the first of the month following intervals prescribed under this Article.

Section 2. Withholding of Merit Salary Increase

The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase at least thirty (30) days prior to the eligibility date, including a statement of the reason(s) it is being withheld.

Section 3. Salary on Demotion

When an employee demotes into a job classification with a lower salary range, the salary shall be determined as follows:

- A.** If the employee's salary prior to demotion corresponds to a pay rate in the new classification, the employee will be maintained at the step equal to his/her former salary rate.
- B.** If the employee's former salary rate was higher than any rate in the new salary range, the employee shall enter the new classification at the top of the new range. Employees demoting in lieu of layoff will maintain their predemotion rate of pay through the life of this Agreement.
- C.** If the employee's former salary rate was lower than lowest salary rate in the new classification, the employee will enter the new classification at the lowest step in his/her new salary range.

Section 4. Salary on Promotion

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

Section 5. Salary on Lateral Transfer

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

Section 6. 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 7. Rate of Pay on Appointment from Layoff List

An employee called back from a return from layoff list to a position in the same class in which the person was previously employed will be paid at the same salary step he/she received at the time of layoff.

Section 8. Pay Advances

Pay advances will be given upon request, but in no instances will an employee be given more than three (3) pay advances in any one (1) calendar year (January 1 through December 31). The amount of the advance shall not exceed sixty percent (60%) of the 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 15th of the month.

ARTICLE 19 - HEALTH AND WELFARE 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 20 - LABOR-MANAGEMENT COMMITTEE

Section 1.

In order to facilitate communication between the parties and to promote cooperative employer-employee relations, the Employer and AFSCME agree to form a joint Labor/Management Committee which shall meet as necessary to discuss matters of mutual concern.

Section 2.

The Committee shall be composed of three (3) members appointed by the Union and three (3) members appointed by the Director of the Agency. A quorum will be two (2) members from each side. Normally, no more than two (2) members from Labor and Management will be present at a meeting unless the parties agreed to have all three (3). Representatives from the Department of Administrative Services, Labor Relations Unit, the Union, or other individuals may be invited, who may provide information or act as advisors.

Section 3.

The Labor/Management Committee shall meet as necessary.

Labor/Management Committee agendas shall be prepared in advance. Items for inclusion on an agenda shall be provided to all members at least five (5) working days in advance of the scheduled meeting. The parties shall attempt to compile a mutually agreeable agenda which will include notice of invited guests. However, if this is not possible, each party may propose up to three (3) items for inclusion on the agenda, one (1) of which is subject to veto by the other party. Vetoed items may be discussed by the Committee and if the Committee agrees, be restored to a future agenda.

Labor/Management meetings shall be conducted in good faith. The parties shall alternate responsibility for chairing the meetings; the chair shall be responsible for preparation and distribution of meeting minutes and agendas. Decision making shall be by consensus.

Section 4.

The Labor/Management Committee is empowered to make joint recommendations on issues that are brought before it. Such recommendations approved by the Committee shall be presented to the Director for response and/or action. The Director's response shall be in

writing and shall be submitted to the Committee and all concerned parties. The Committee is also empowered to resolve questions concerning contract administration where there is no active grievance.

The Labor/Management Committee is not empowered to contravene any provision of the Agreement, enter into any letter of agreement, negotiate, or resolve an active grievance concerning the interpretation or application of any provision of this Agreement.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the time frames of the Grievance Procedure Article of this Contract.

Section 5.

At the conclusion of each calendar year, the parties shall discuss the Labor/Management Committee concept and shall determine whether to continue, modify or terminate it.

Labor/Management training offered by the Employer shall be provided to no more than three (3) Department of Land Conservation and Development Union Representatives at no cost.

Section 6.

In recognition of the Agency's ongoing need to maintain the skill and knowledge level of its employees, and AFSCME's commitment to the promotion of careers in public service, the Agency and Union agree that the Labor/Management Committee will address educational issues and shall be responsible for activities aimed at promoting the common goals of the parties in the area of staff development and education.

ARTICLE 21 - WAGES

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. Salaries

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 |

Section 5.

See Appendix A for the classification plan with salary ranges as of July 1, 2007.
See Appendix B for the salary schedule effective July 1, 2007.

ARTICLE 22 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENTS

Section 1. Travel and Mileage Allowance

Reimbursements and procedures will be in accordance with Oregon Accounting Manual, 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 (40) hours in that workweek.

Section 3. Moving Expenses

Reimbursements and procedures will be in accordance with the Department of Administrative Services, Human Resource Services Division Policy, and its successors. Changes in this policy will be automatically incorporated into this contract Article.

ARTICLE 23 - POSITION DESCRIPTIONS/CLASSIFICATIONS

Section 1.

Position descriptions shall be in writing and will delineate the specific duties assigned to the position. A dated copy of the position description shall be given to the employee upon assumption of the position and at such time as the position description is amended.

An employee's position description will be subject to annual review by the employee and the employee's immediate supervisor.

Nothing contained herein shall compromise the right or responsibility of the Agency to assign work consistent with class specifications.

Section 2. Work Out of Classification

When the Agency gives an employee a written change in assignment, and the change in assignment involves the major distinguishing duties of a higher classification and lasts for five (5) or more consecutive work days, that employee shall be paid at what would be the next higher salary step or the first step of the higher salary range, whichever is greater.

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

Section 3. Underfill

Any employee who is underfilling a position shall be informed in writing, with a copy to the Union, that he/she is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the position's allocated level. Upon meeting the requirements for the allocated level of the position, the employee will be reclassified.

Section 4. Developmental Assignments

An employee performing duties out of class for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the assignment. Assignments may not exceed six (6) months unless mutually agreed to. A copy of the notice shall be placed in the employee's file and a copy shall be sent to the Union.

Section 5. Reclassification Procedure

A. An employee may request review of their classification by written request to the Human Resources Officer.

B. The Agency shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of the reclassification request, the Agency shall notify the Union and employee in writing of its findings, including concurrence by the Director. The findings shall include whether or not the requested reclassification is justified. If the Agency finds that a reclassification is justified, the Agency will either seek approval from DAS to reclassify the position or remove the duties which justify the reclassification request. If the Agency finds that a reclassification is justified, the employee shall receive pay for work-out-of-class in accordance with Section 2 of this Article. The work-out-of-class pay shall be effective on the date that the employee submits the reclassification request to the Agency and end on the date that the reclassification becomes effective or the Agency removes the duties that justify the reclassification.

C. If the Agency does not respond within thirty (30) days, or the response does not resolve the matter, the Union may, within fifteen (15) calendar days from the date of the Agency response (or the date the response was due), appeal the decision to DAS at STEP 3 pursuant to Section 3 of Article 7 - Grievance Procedure.

D. If the issue remains unresolved at STEP 3, the Union may submit in writing the grievance to arbitration (STEP 4). To be valid, a request for arbitration must be in writing and received by the Department of administrative Services, Labor Relations Unit within fifteen (15) calendar days after the STEP 3 response was due or received. The appeal must state the reason(s) why the Union believes the decision was 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 was 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 7 - Grievance Procedure on the delineation of the arbitrator's authority on matters spoken to in this Article.

Section 6. Upward Reclassifications

When a position is reclassified upward, a regular status incumbent shall be continued in the position. Rate of pay upon reclassification shall be the first step of the new salary range. If

the old salary range and the new salary range overlap, the reclassified employee shall be advanced one step.

Section 7. Lateral Or Downward Reclassification

When a position is reclassified into a classification with an equal or lower salary range, the pay rate of the incumbent will not be reduced. The employee will move into the new salary range at the same rate of pay earned in the original classification. If an employee's former rate of pay was higher than the top step of the range of the new classification, the employee's wage level will be frozen until such time as the salary rate in the new classification overtakes the employee's wage in his/her former classification. The Agency will give thirty (30) days notice of the downward reclassification of a bargaining unit position.

Section 8. Effective Date of New Salary Range For Upward Reclassification

A. The effective date of the new pay range shall be the date the Agency received the employee's reclassification request.

B. A reclassified employee will retain his/her former salary eligibility date.

ARTICLE 24 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND 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 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 25 - 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 (2) resource persons, one (1) 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 (1) class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless 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 26 – 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 27 - LEADWORK DIFFERENTIAL

Section 1

Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor in writing, "leadwork" duties for ten (10) consecutive calendar days or longer provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where, on a recurring daily basis, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards; and provide informal assessment of workers' performance to the supervisor.

Section 2

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

Section 3

Leadwork differential shall not be computed at the rate of time and one-half (1-1/2) for the time worked in an overtime or holiday work situation, or to effect a "pyramiding" of work-out-of-classification payments. However, leadwork differential shall be included in calculation of the overtime rate of pay.

Section 4

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

Section 5

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

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

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

ARTICLE 28 - 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 13, 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 8 - Filling of Vacancies, this Article shall prevail.

C. An employee may exercise all applicable rights under Article 13 - Layoff and Recall.

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 this 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 29 - PROFESSIONAL DIFFERENCES OF OPINION

Section 1

Unless otherwise noted in this Agreement, employees shall carry out the lawful directions of the superiors. In the event the employee believes directions received do not comply with law, rule, policy, procedure or generally efficient operations, the employee may raise the issue with the supervisor, for discussion.

Section 2.

In the event a professional difference of opinion still exists after the discussion required in Section 1, the employee may notify the Director of such difference, in writing, with a copy to the employee's personnel file. If the Director chooses to respond, such response shall also be copied to the employee's personnel file.

Section 3

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

ARTICLE 30 - TEMPORARY INTERRUPTION OF EMPLOYMENT

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 31 – INCLEMENT CONDITIONS

Section 1

A. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two weeks advance notice to the affected employee(s).

B. Where the Employer/Agency has announced a delayed opening pursuant to Section 1A, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, he/she may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.

Section 2

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift the following applies:

A. FLSA Non-Exempt Employees. Non-exempt employees shall not be paid for the period of the closure. However, employees shall be allowed to use accrued vacation, compensatory time off, personal leave or approved leave without pay for the absence(s).

A non-exempt employee arriving at work after the Employer/Agency has announced a closure or curtailment of operations may be directed to leave work and if so directed shall not be paid for the remainder of the shift unless utilizing accrued leave as described above. An employee who actually begins work shall be entitled to pay for all actual hours worked.

B. FLSA Exempt Employees. The exempt employee shall be paid for the work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one or more full workweek(s).

Section 3

When in the judgment of the Employer/Agency, inclement weather or weather-related hazardous conditions require the closing of the work place following the beginning of an employee's work shift, the employee shall be paid for the remainder of his/her work shift.

Section 4. Alternate Work Sites

Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked.

Section 5. Late or Unable to Report

Where the Agency remains open and an employee notifies his/her supervisors that he/she is unable to report to work, or will be late, due to inclement weather or weather-related hazardous conditions, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal leave or approved leave without pay.

Section 6. Employees on Pre-scheduled Leave

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

Section 7. Make-up Time Provisions

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

Section 8

Employees who are unable to report to work due to inclement weather and/or weather-related hazardous conditions may be allowed to work from home with prior approval of their supervisor.

**LETTER OF AGREEMENT
INTERIM COMMITTEE ON HEALTH INSURANCE TRENDS AND ISSUES**

This Agreement is between the State of Oregon, acting through the 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.

DAS agrees to form an interim workgroup during the 2007-09 contract term to discuss health insurance trends, issues, and options for future State employee benefits. The discussion shall also include the conceptual and procedural issues raised by the Union's April 2, 2007 proposal for a Health Reimbursement Arrangement. The workgroup will be coordinated by DAS and will include representatives from both management and labor.

AFSCME may designate up to three (3) participants from the AFSCME Central Table, one (1) from the DOC Security unit, and one (1) from the DOC Security Plus unit. Such employees will be in paid status if attending workgroup meetings which cross over their regular work hours.

**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 28, 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 28, 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 COMMUTING RELATED ISSUES

The parties will agree to enter into a letter of agreement to discuss commuting related issues through the DLCD Labor Management Committee within six (6) months after the 2007-09 Agreement between DAS and AFSCME for the DLCD is executed.

LETTER OF AGREEMENT – UNION USE OF STATE E-MAIL

This Agreement is made and entered into by the State of Oregon (Employer) acting by and through the Department of Administrative Services on behalf of the Department of Land Conservation and Development (Agency) and the American Federation of State, County and Municipal Employees Local 3581 Council 75 (Union).

The parties agree to the following conditions regarding access to and use of the Agency's e-mail system for internal Union business:

1. Union Officers and Stewards only are authorized to post short e-mail message notices to Agency Union members.
2. E-mail messages shall be limited to the following content:
 - A. Meeting announcements of time, date, location, and general content or agenda of Union meetings or functions;
 - B. Announcements of the results of Internal Union officer elections and Union appointments; or
 - C. Other specific one-time requests regarding Union business upon request to the Agency, if Agency management approves the request.
3. The use of e-mail for Union business shall consist of one-way communication between the Union and members. There shall be no e-mail use for interactive communication. Each e-mail message sent shall include the statement: "DO NOT RESPOND TO THIS MESSAGE; this is a non-interactive message." This statement shall be prominently displayed at the beginning of the message.
4. E-mail shall not be used to lobby, solicit, recruit, persuade or advocate for or against any political candidate, ballot measure, legislative bill or law; or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the collective bargaining agreement.
5. E-mail shall not contain false, offensive, unlawful or derogatory statements regarding any person, organization or group of persons. E-mail statements shall not contain profanity, vulgarity, sexual content, character slurs, threats, or threats of violence. E-mail content shall not include any rude or hostile references regarding the race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health, or disability of any person.
6. The use of e-mail for Union business is not private, privileged, or confidential; the news media and others may be able to obtain copies of e-mails either sent or

received on Agency computers. The Agency reserves the right to trace, review, audit, access, intercept, recover or monitor Union use of the Agency's e-mail system without notice.

7. Union use of Agency e-mail shall not adversely affect the use of the Agency's computer system for Agency business. The Agency has no obligation to purchase software so that Union officers and stewards have access to e-mail, or that Union members have access to e-mail.
8. The Agency shall not incur any costs for Union e-mail usage, including printing of e-mail messages. The Agency is not obligated to provide access to e-mail where none is currently available.
9. Use of e-mail for internal Union business shall be done on the Union Officer or Steward's own time and not on Agency time. Employees shall read Union business e-mails on their own time and not on Agency time.
10. Nothing in the letter of agreement may be construed to abridge any rights of the Agency to control its e-mail system, its uses, or its information. Use of the e-mail system is subject to compliance with the Agency's policies and DAS policy on Acceptable Use of State Electronic Information Systems.
11. The Union shall hold the Employer harmless against any lawsuits, claims, complaints or other legal or administrative actions taken against the Union or its agents regarding any communications or the effect of any communications as a result of use of e-mail for Union business.
12. This Letter of Agreement shall no longer be in effect if the Agency changes its e-mail system or discontinues use of its e-mail system, and the Agency shall not be obligated to the Union or to employees to provide access to an e-mail system.

This Letter of Agreement shall take effect on July 1, 2007, or ratification of the collective bargaining agreement, whichever occurs later, and shall expire on 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 A

| CLASS NUMBER | CLASS TITLE | RNG NO. |
|-----------------|-----------------------|------------|
| 0102 | Office Assistant 2 | 09 |
| 0103 | Office Spec 1 | 12 |
| 0104 | Office Spec 2 | 15 |
| 0107 | Admin Spec 1 | 17 |
| 0108 | Admin Spec 2 | 19 |
| 0210 | Accounting Tech 1 | 13 |
| 0211 | Accounting Tech 2 | 17 |
| 0212 | Accounting Tech 3 | 19 |
| 0430 | Grants/Contract Coord | 24 |
| 1107 | Planner 1 | 19 |
| 1108 | Planner 2 | 25 |
| 1109 | Planner 3 | 29 |
| 1215 | Accountant 1 | 21 |
| 1216 | Accountant 2 | 23 |
| 1217 | Accountant 3 | 27 |
| 1218 | Accountant 4 | 30 |
| 1481 | Info Sys Spec 1 | 17I |
| 1482 | Info Sys Spec 2 | 21I |
| 1483 | Info Sys Spec 3 | 24I |
| 1484 | Info Sys Spec 4 | 25I |
| 1485 | Info Sys Spec 5 | 28I |
| 1486 | Info Sys Spec 6 | 29I |
| 1487 | Info Sys Spec 7 | 31I |
| 1488 | Info Sys Spec 8 | 33I |
| 2111 | Public Info Rep 1* | 23 |
| 8501 | Nat Resource Spec 1 | 21 |
| 8502 | Nat Resource Spec 2 | 24 |
| 8503 | Nat Resource Spec 3 | 27 |
| 8504 | Nat Resource Spec 4 | 30 |
| 8505 | Nat Resource Spec 5 | 32 |

*This class to be replaced after future appropriate classifications are finalized at Central Table or interim bargaining.

APPENDIX B

Salary Schedule Effective 7/1/07

| RANGE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|-------|------|------|------|------|------|------|------|------|------|
| 09 | 1623 | 1691 | 1762 | 1830 | 1895 | 1973 | 2047 | 2131 | 2217 |
| 13 | 1895 | 1973 | 2047 | 2131 | 2217 | 2296 | 2395 | 2501 | 2611 |
| 15 | 2047 | 2131 | 2217 | 2296 | 2395 | 2501 | 2611 | 2727 | 2854 |
| 17 | 2217 | 2296 | 2395 | 2501 | 2611 | 2727 | 2854 | 2992 | 3136 |
| 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 |
| 25 | 3136 | 3281 | 3438 | 3610 | 3783 | 3963 | 4155 | 4356 | 4570 |
| 27 | 3438 | 3610 | 3783 | 3963 | 4155 | 4356 | 4570 | 4797 | 5027 |
| 29 | 3783 | 3963 | 4155 | 4356 | 4570 | 4797 | 5027 | 5273 | 5527 |
| 30 | 3963 | 4155 | 4356 | 4570 | 4797 | 5027 | 5273 | 5527 | 5800 |
| 12C | 1863 | 1934 | 2010 | 2090 | 2174 | 2256 | 2345 | 2448 | 2556 |
| 15C | 2090 | 2174 | 2256 | 2345 | 2448 | 2556 | 2668 | 2791 | 2924 |
| 17I | 2284 | 2382 | 2484 | 2590 | 2705 | 2831 | 2965 | 3102 | 3246 |
| 21I | 2369 | 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 |

Signed this 22nd day of October, 2007, in Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

Lindsay Ball, Director
Department of Administrative Services

Gloria Gardiner, President
AFSCME Local 3772

Susan Wilson, Administrator
Human Resource Services Division

Neil Bednarczyk, Council Representative
AFSCME

Thomas Perry, State Labor Relations Manager
Labor Relations Unit

Jason Locke, Bargaining Team

Cora Parker, Interim Director
Department of Land Conservation
and Development

Rob Hallyburton, Manager
Department of Land Conservation
and Development

Cyndi Smith, HR Manager
Department of Land Conservation
and Development