

**2007-2009**

AGREEMENT

Between

THE STATE OF OREGON

And The

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 3327

On Behalf Of

Dentists at

**THE DEPARTMENT OF CORRECTIONS**

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## PREAMBLE

This Agreement is made and entered into by the State of Oregon, hereinafter referred to as the "Employer", acting by and through its Department of Administrative Services on behalf of the Department of Corrections, and the American Federation of State, County, and Municipal Employees Local 3327, Council 75, hereinafter referred to as the "Union".

## ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent and representative for all half time (.5 FTE) or greater Dentists at the Department of Corrections, whose primary responsibility is clinical care of patients; excluding all contract Dentists, supervisory and confidential employees as defined by ORS 243.650(6) and (14).

## ARTICLE 2 - EFFECT OF LAW AND RULES

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

## ARTICLE 3 - LEGISLATIVE ACTION

Section 1. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted to the Legislative Assembly promptly upon the signing of this Agreement.

Section 2. Upon signing of this Agreement both parties will jointly recommend to the Legislative Assembly the passage of the funding and statutory changes necessary to implement this Agreement.

## ARTICLE 4 - UNION SECURITY

Section 1. Union Activities. Each Agency agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall provide all present and future employees in the bargaining unit with a copy of the Agreement.

Section 2. Union Representation. The Union will notify the Agency's Human Resources (HR) Manager in writing of its representative of the Local or District Council 75, American Federation of State, County and Municipal Employees, AFL-CIO.

Upon proper introduction and notice, the representative shall have reasonable access to the premises of the Institution during all working hours to conduct Union business. These representatives shall observe the security regulations of the Institution. Such visits are not to interfere with the normal flow of work.

Section 3. Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by the employee during nonduty time.

Section 4. Union Stewards.

a. The Union shall notify the Agency HR Manager of the selection of stewards and their alternates.

b. Stewards may receive and discuss complaints and grievances of employees on the premises and time of the Institution, but only to such extent that it does not neglect, retard,

or interfere with the work and duties of the stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances upon notice to their immediate supervisor. If the permitted activities would interfere with either the steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities.

c. At the Union's request and subject to the operating requirements of the Institution, stewards for the Union shall be granted accrued vacation leave, accrued compensatory time or leave of absence without pay to attend the Union's steward training session.

Section 5. Dues Deductions. The Agency agrees to deduct monthly membership dues from the pay of those individuals who request such deductions in writing. The amount to be deducted shall be certified to the Agency HR Manager by the Union, and the aggregate deductions shall be remitted monthly, together with an itemized statement, to the treasurer of the Union.

Section 6. Lists. The Agency shall furnish to the Union, monthly, a list of names, classifications and home addresses of new employees in the bargaining unit and a listing of changes of address of bargaining unit employees who have submitted such notice to the Personnel Office. The Agency shall furnish the Union with a monthly listing of employees who have terminated from the bargaining unit during the previous month.

Section 7. Use of Facilities. Upon request and approval of the Corrections Department, Health Services Administrator, the Union shall be allowed the use of the facilities of the Institution for meetings when such facilities are available and the meeting would not interfere with the business of the Institution.

Section 8. Union Dues and Fair Share.

a. 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.

b. Employees in the bargaining unit who are not members of the Union shall make payments in lieu of dues to the Union. Payments in lieu of dues shall be equivalent to regular Union dues. Effective the first of the month following the month in which this Agreement is executed and on each pay period thereafter the institution will deduct from the wages of each bargaining unit employee who is not a Union member the payments in lieu of dues required by this Section. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who did not become members of the Union within thirty (30) days after the effective date of their employment. The Agency shall remit a payment of all said deductions to the Union by the 20<sup>th</sup> of the month after the deductions are made. Said payments shall be accompanied by a listing of the names and Social Security numbers of all employees from whom deductions are made.

c. During the life of this Agreement, the Union will notify the Agency periodically of individuals who have become members of the Union and to whom the Fair Share provisions of this Section will not thereafter apply.

d. 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 Institution shall

deduct payments in lieu of dues from the employee's wages pursuant to this Section, until agreement has been reached between the employee and the Union.

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

f. The Union agrees that it will indemnify, defend, and save the Employer and each Agency harmless from all suits, actions, proceedings, and claims against the Employer, the Agencies, or persons acting on behalf of the Employer or the Agencies for damages, compensation, reinstatement, or a combination thereof arising out of the Agencies implementation of this Article.

#### Section 9. AFSCME President Leave.

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

b. Short Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit and the Agency's HR 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 5 - MAINTENANCE OF STANDARDS

The Agency shall not issue any directive or written statements that have any effect on mandatory subjects of bargaining established by this Collective Bargaining Agreement unless such directives or statements have been agreed upon with the Union. Nothing in this Section is intended to inhibit the Agency from issuing directives and/or statements which interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Union prior to distribution.

### ARTICLE 6 - STRIKES AND LOCKOUTS

The Employer agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform his/her assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slow down by any other employees, such inability to provide work shall not be deemed a lockout.

During the term of this Agreement, the Union shall neither cause nor counsel the members of bargaining units for which it has been certified, or for which recognition has been extended by the Employer, to strike, walk out, slow down or commit other acts of work stoppage.

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

#### ARTICLE 7 - SAVINGS CLAUSE

Should any Article, Section or portion of the Agreement be held unlawful and/or unenforceable by a court or board of competent jurisdiction, such invalidation shall apply only to the specific Article, Section or portion directly specified. Upon the receipt of such a decision, the parties shall, upon demand, begin negotiations to replace this Agreement's invalidated Article, Section or portion.

#### ARTICLE 8 - MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the State retains all rights of management in the direction of its work force.

These rights of management shall include, but not be limited to, the right to:

1. Direct employees.
2. Hire, promote, transfer, assign, and retain employees.
3. Suspend, discharge, or take other proper disciplinary action against employees.
4. Reassign employees.
5. Relieve employees from duty because of lack of work or other proper reasons.
6. Schedule work.
7. Determine methods, means, and personnel by which operations are to be conducted.

#### ARTICLE 9 - 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 27, 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 30, Filling of Vacancies, this Article shall prevail.
- c. An employee may exercise all applicable rights under Article 27, Layoff.

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

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

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

#### ARTICLE 10 - EQUAL OPPORTUNITY

Section 1. The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, national origin, age, mental or physical handicap, marital status, political affiliation, or sexual preference.

Section 2. Any and all complaints alleging any form of unlawful discrimination which are brought to the Union for processing will be submitted directly to the Agency Head. If the complaint is not satisfactorily resolved within thirty (30) calendar days of its submission at this level, the employee shall, if he/she chooses to proceed with the complaint, file the complaint with the Bureau of Labor and Industries or the Equal Employment Opportunity Commission (EEOC) for final resolution.

Discrimination complaints will not be subject to the grievance procedure contained in this Agreement unless the Bureau of Labor and Industries or other such body declines jurisdiction, then the employee may file a written grievance within thirty (30) calendar days from the date jurisdiction was declined.

#### ARTICLE 11 - SALARIES

##### Section 1. Retirement.

###### a. 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 in respect to the PERS Litigation.

###### b. 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.

###### c. 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 2.

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).

b. Selective Salary Adjustments. Effective July 1, 2007, dentists will move from SR 45 to SR 47 and step one (1) of the new SR will be deleted from the comp plan.

Step	1	2	3	4	5	6	7	8
SR 47S		9655	10115	10595	11097	11625	12177	12754

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

Section 3.

a. The current one hundred fifteen dollars (\$115.00)/month differential for board specialties required by the Employer includes special permits issued by the Board of Dentistry.

b. A thirty percent (30%) differential will be paid for those hours a board-certified oral surgeon is assigned duties directly related to his/her specialty. Where this differential is paid, the one hundred fifteen dollars (\$115.00) differential does not apply.

Section 4. 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.

Section 5. Exempt employees who work over forty (40) hours in a work week shall receive hour-for-hour compensation in the form of time off for hours exceeding forty (40) in the work week. Such time will be used by June 30 each year or lost.

ARTICLE 12 - INSURANCE

Section 1. 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.

Section 2. 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 continue 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 13 - SAFETY AND HEALTH

The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act, and other applicable law.

The Department of Corrections will be OSHA compliant for personal protective equipment.

#### ARTICLE 14 - TRAINING AND EDUCATION

The Agency recognizes the need and desirability of professional training for dentists. To that end, and subject to the availability of resources, the Agency agrees to subsidize training and educational opportunities which the dentist and Management agree are appropriate.

Participation in approved training opportunities which occur outside regular work hours/days shall be reason for employees to flex their workweek or receive hour for hour compensation in the form of time off.

Part-time employees shall be paid for time spent in approved training opportunities on a pro-rated basis.

Continuing educational opportunities shall be allowed and shall be subsidized up to the required forty (40) hours every two (2) years.

#### ARTICLE 15 - SICK LEAVE

Sick leave, with pay, shall be determined as follows:

Section 1. Employees shall accrue eight (8) hours of sick leave for each full-time month worked. Employees working less than a full-time month, but at least thirty-two (32) hours shall accrue sick leave on a pro rata basis.

Section 2. Whenever an employee accepts an appointment in another agency of State service covered by this Agreement, the employee's accrued sick leave in the former agency shall be assumed by the new employing agency.

Section 3. Employees who have been separated from the State service and return to a position, except as a temporary, within two (2) years shall have unused sick leave credits accrued during previous employment restored.

Section 4. Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro rata accrual of sick leave credits each month provided that the employee works thirty-two (32) hours or more that month. Employees shall be eligible to utilize sick leave immediately upon accrual.

Section 5. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster children, brother, sister, grandmother, grandfather, grandchildren, 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 Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. 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.

Section 6. If an employee's sick leave accrual shall become exhausted, the employee may, at his/her option, with management's approval, utilize any vacation, holiday, or compensatory time the employee has accrued.

Section 7. 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. Should an employee who has exhausted earned sick leave elect to use vacation leave or compensatory time during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave.

Section 8. Non-Job Related Sick Leave Without Pay.

a. After earned sick leave has been exhausted, the Appointing Authority shall grant sick leave without pay for any non-job-incurred injury or illness to any otherwise qualified employee upon request for a period up to one (1) year provided such leave will not seriously handicap the work of the Agency. Extensions of sick leave without pay for any non-job-incurred injury or illness beyond one (1) year must be approved by the Appointing Authority. The Appointing Authority may require that the otherwise qualified employee submit a certificate from

the attending physician or practitioner in verification of disability resulting from job-incurred or non-job-incurred injury or illness.

The Employer may require medical certification from the attending physician every six (6) weeks. Otherwise qualified employees requesting leave without pay shall be offered alternate work in a reasonable and consistent manner if it is available and appropriate.

b. In the event of a failure or refusal by an otherwise qualified employee on a non-job-related sick leave without pay 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 by registered letter to the last known address. Failure to return to work or supply a certificate within five (5) days of delivery or attempted delivery shall be deemed a resignation.

Section 9. 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 16 - VACATION LEAVE

Section 1. After having served in the State service for six (6) full calendar months, full-time employees shall be credited with six (6) days of vacation leave and thereafter vacation leave shall be accumulated as follows:

After 6 months through 5th year	15 work days for each 12 full calendar months of service (10 hours per month)
After 5th year through 10th year	18 work days for each full 12 calendar months of service (12 hours per month)
After 10th year through 15th year	21 work days for each 12 full calendar months of service (14 hours per month)
After 15th year through 20th year	24 work days for each 12 full calendar months of service (16 hours per month)
After 20th year through 25 <sup>th</sup> year	27 work days for each 12 full calendar months of service (18 hours per month)
After 25 <sup>th</sup> year	30 workdays for each 12 full calendar months of service (20 hours per month)

Section 2. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 3. In the event of an employee's death, all monies due him/her for accumulated vacation or salary shall be paid as provided by law.

Section 4. Vacation credit shall continue to be earned while an employee is using paid leave.

Section 5. Service with a jury shall be considered time worked.

Section 6. If an employee has a break in service and that break does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break in service in determining accrual rate.

Section 7. Time spent in actual State service or on military leave, educational leave, or job-incurred disability, leave without pay shall be considered as time in the State service in determining the length of service for vacation accrual rate.

Section 8. 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 only will be paid to the employee.

Section 9. Employees who work at least thirty-two (32) hours per month shall accrue vacation leave on a pro rata basis.

Section 10. Upon reasonable notice to and approval of the Employer, employees shall be permitted to use any portion of, or all of their accrued vacation credits in any segment, except:

a. That employees shall have their vacation time paid in full when they are laid off, terminated, or take educational leave without pay in excess of thirty (30) days;

b. As provided for set-off of damages or misappropriation of State property or equipment on termination;

c. To avoid losing vacation, the Employer may schedule the employee who has accrued two hundred fifty (250) hours to take vacation or make a cash payment in lieu of scheduling;

d. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, seniority may be exercised only once in any calendar year.

Section 11. Employees that transfer from one (1) AFSCME bargaining unit to another AFSCME bargaining unit shall be allowed to transfer up to eighty (80) hours of accrued vacation credit. The balance of vacation credit shall be paid for at the time of transfer.

Note: Service dates are adjusted for breaks over fifteen (15) calendar days.

#### ARTICLE 17 – LEAVES WITH PAY

Employees shall be granted a leave of absence with pay in accordance with the following;

a. Service with a jury. The employee may keep any money paid by the court for serving on jury.

b. Appearances before a court, legislative committee, or judicial body as a witness in response to a subpoena or other direction by proper authority for matters relating to the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

c. Taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service, or any local organization of civil defense, for a period of no more than five (5) working days.

d. Other authorized duties in connection with State business.

e. An employee who has been employed in State Service for six (6) months or more, and who is a member of the National Guard or any reserve components of the Armed Forces of the United States, is entitled to leave of absence from the employee's duties for a period not to exceed fifteen (15) calendar days or eleven (11) working days in any federal fiscal year (October through September).

f. An employee may be granted educational leave in which the Agency may defray a part or all of the cost, either through allotment or payment of salary. Such leave shall be granted only when the benefits to be realized by the State will outweigh the cost and inconvenience to the State. Each request for leave must be approved by the Agency Head or designee, who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

g. Interview leave shall be allowed pursuant to the following:

1. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed agency paid time to interview for positions within their agency when such interview(s) occurs during their work hours. An Appointing Authority or designee shall determine the appropriate amount of time for the interview and whether the time taken for interviews is excessive. Such determination is not subject to the grievance procedure.

2. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to two (2) hours of agency paid time to interview for positions with another state agency when such interviews(s) occurs during their work hours. An Appointing Authority or designee shall determine whether the amount of time requested for the interview is appropriate and whether the time taken for interview is excessive. Such determination is not subject to the grievance procedure.

Interview leave time approved and taken to interview with another state agency that exceeds two (2) hours of agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flex time within the same workweek.

3. All interview leave time approved under Guidelines 1 and 2 must be recorded as IT on the employee's timesheet/time reporting period.

4. Interview leave used shall not count as time worked for purposes of overtime.

5. An agency shall not incur any employee reimbursement costs.

h. Bereavement Leave. Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of the affected collective bargaining agreements, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. The Agency may request documentation. If additional earned leave is needed, an employee may request to use earned sick leave credits, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. Employees may, with prior authorization, use accrued vacation leave or compensatory time. Regular and Trial Service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must have exhausted all available accumulated leave and qualify to receive hardship leave. For purposes of this Article, "immediate family" shall include the employee's or the employee spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household.

## ARTICLE 18 – LEAVE OF ABSENCE WITHOUT PAY

### Section 1.

Applying for leave of absence without pay will be in writing and submitted to the immediate supervisor.

### Section 2.

In instances where the work of an Agency shall not be genuinely handicapped by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay.

### Section 3.

Time spent on leave without pay in excess of thirty (30) consecutive days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability.

Section 4. Military Leave.

An employee who has received official orders from any Reserve component of the Armed Forces of the United States shall be given such Military Leave Without Pay as may be provided by law.

ARTICLE 19 – PRE-RETIREMENT COUNSELING LEAVE

a. At any time after reaching forty-five (45) years of age and within five (5) years of the employee's chosen retirement date, each employee shall be granted up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least seven (7) days prior to the intended date of use.

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

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

ARTICLE 20 - HOLIDAYS

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

- a. New Year's Day on January 1.
- b. Martin Luther King's Birthday on the third Monday in January.
- c. President's Birthday on the third Monday in February.
- d. Memorial Day on the last Monday in May.
- e. Independence Day on July 4th.
- f. Labor Day on the first Monday in September.
- g. Veteran's Day on November 11.
- h. Thanksgiving Day on the fourth Thursday in November.
- i. Christmas Day on December 25.
- j. Every day appointed by the Governor of the State of Oregon as a holiday and every day appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

Section 2. For all employees who work in positions that are staffed five (5) days a week, Monday through Friday, when a holiday falls on Saturday, the previous Friday shall be recognized as the holiday. When a holiday falls on Sunday, the following Monday shall be recognized as the holiday.

For all employees who work in positions that are staffed seven (7) days a week, the recognized holiday will be the actual day specified in Section 1 above.

Section 3. Employees who are required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular salary, to compensatory time off for the time worked or to be paid in cash for time worked at the discretion of the Employer. Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The additional compensation which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) of his/her straight time pay. Any compensatory time earned may be converted to cash payment by the Employer. Holiday benefits shall be prorated for part-time employee.

Section 4. Where an employee has been approved to work an alternate work schedule such as a four (4) day, ten (10) hour workweek, management shall either revert the schedule to a five (5) day, eight (8) hour workweek or allow the employee to utilize other available paid leave for the balance of the holiday off.

Section 5. Holidays which occur during vacation or sick leave shall not be charged against such leave.

Section 6. Employees who work at least thirty-two (32) hours per month shall accrue holiday leave on a pro rata basis.

Section 7. At the completion of six (6) full calendar months of service, full-time employees shall be entitled to eight (8) hours of personal leave with pay for each fiscal year (July 1 through June 30). Part-time and seasonal employees shall be granted such leave on a prorated basis at the completion of one thousand forty (1040) hours each fiscal year. Employees shall not accumulate more than eight (8) hours of personal leave nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Institution and the employee.

#### ARTICLE 21 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT

Section 1. Travel and Mileage Allowance. Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00PO, 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 Department of Administrative Services, Human Resource Services Division Policy 40.055.10, and its successors. Changes in this policy will be automatically incorporated into this contract article.

#### ARTICLE 22 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS

##### Section 1. Overpayments.

a. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

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

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

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

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

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

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

### Section 2. Underpayments.

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

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

## ARTICLE 23 - TRIAL SERVICE

Section 1. All new employees appointed to a position, and those employees promoted, or reemployed after one (1) year in the same classification shall serve a trial service period of one (1) year.

Section 2. The supervisor shall evaluate the employee's work habits and ability to perform his/her duties satisfactorily within the trial service period. The Agency may remove an employee if, in the opinion of the Agency, the trial service indicates that such employee is unable or unwilling to perform his/her duties satisfactorily or that his/her work habits and dependability do not merit his/her continuance in the position. Such removals are not subject to appeal or the grievance procedure.

If such employee was previously a regular status employee in another position in the classified service immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position or classification level unless charges are filed and he/she is discharged as provided in Article 21.

Section 3. An employee who is transferred to another position in the same class, or different class at the same or lower salary level in the Agency prior to completion of the trial service period, shall complete the trial service period in the latter position by adding the service in the former position.

Section 4. An employee who is on approved leave without pay shall have the trial service period extended by the number of days of the leave without pay.

## ARTICLE 24 - DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline shall be used except when the nature of the problem requires an immediate suspension, termination, reduction of pay, or demotion. A regular status employee may be suspended, reduced in pay, demoted, or dismissed only for just cause.

Section 2. 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 Appointing Authority or his/her designee at a time and date set forth in the notice, unless a different time is requested by the employee and/or his Union representative and agreed to by the Agency. The employee shall be permitted to have an official representative present. The Appointing Authority may suspend the employee with pay or the employee may be allowed to continue work, as specified within the predissmissal notice.

Section 3. The dismissal of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reasons for the appeal and be submitted to the Department of Administrative Services Labor Relations Unit in writing within ten (10) calendar days from the effective date of the dismissal. Such appeal shall be heard by the Arbitrator within fifteen (15) calendar days after its receipt, and the final decision and order of the Arbitrator shall be made within thirty (30) calendar days following the close of the hearing.

Section 4. An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline. The reduction of pay, demotion and/or suspension of a regular status employee may be appealed to Step 3 of the Grievance Procedure within ten (10) calendar days from the effective date of the action. If the appeal is not resolved at Step 3, the Union may appeal the action to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days after receiving the response from the Agency. The Labor Relations Unit shall respond to the grievance within fifteen (15) calendar days. If the grievance is unresolved, the Union may submit the issue to arbitration within fifteen (15) calendar days after receiving the response from the Labor Relations Unit.

Section 5. The parties agree that prior to arbitration of a disciplinary action involving a question of professional competence, either party, with notice to the other, may submit the issue to either the Board of Dentistry or the Oregon Dental Association for that organization's review and comment. Such comments will be considered advisory to both parties.

Section 6. Selection of an Arbitrator. The parties agree that an arbitrator chosen to resolve disputes pursuant to this Article, shall have special qualifications. Special qualifications means an arbitrator who is referred by the Employment Relations Board or a dentist acceptable to both parties.

Section 7. The arbitrator's fees shall be paid by the losing party. Should the award be unclear regarding who is the losing party, the arbitrator will determine respective costs for each party and make this part of the award.

Section 8. Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local union steward or an AFSCME

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

## ARTICLE 25 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be any disagreement or dispute which arises concerning the application, meaning, or interpretation of this Agreement. The written grievance shall be filed using the procedure in Section 2.

### Section 2.

Step 1. Any employee, with notice to the Union, or the Union on the employee's behalf may file a grievance in writing with his/her immediate supervisor, with a copy to the Agency Labor Relations Manager, within thirty (30) calendar days of the alleged action or the date the employee and the Union knew or should have known of the alleged action; however, appeals of discipline or discharge shall be pursuant to Article 21, Discipline and Discharge. Grievances shall be submitted on the AFSCME Grievance Form. The immediate supervisor shall respond in writing to the grievance within fourteen (14) calendar days after receipt of the grievance to the employee, with a copy to the Union and the Labor Relations Manager.

Step 2. If the grievance remains unresolved at Step 1, it may be appealed within fourteen (14) calendar days after the supervisor's response was due, to the Health Services Administrator. The Health Services Administrator or his/her designated representative, shall respond in writing to the employee, with copies to the Union and the Labor Relations Manager, within fourteen (14) calendar days after receipt of the grievance.

Step 3. If the grievance remains unresolved at Step 2, it may be appealed within fourteen (14) calendar days after the supervisor's response was due, to the Director. The Director, or his/her designated representative, shall respond in writing to the employee, with copies to the Union and the Labor Relations Manager, within fourteen (14) calendar days after receipt of the grievance.

Step 4. If the grievance remains unresolved at Step 3, it may be appealed within fourteen (14) calendar days after the Step 3 response was due, to the Department of Administrative Services Labor Relations Unit. The Labor Relations Unit shall respond within fourteen (14) calendar days after receipt of the grievance.

Section 3. 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 and they will abide thereby.

Section 4. Time limits may be extended by agreement of the parties confirmed in writing.

Section 5. The Union or the grievant shall not expand upon the original elements and substance of the written grievance. However, the Union or the employee may modify the Articles cited as being violated and the remedy requested prior to Step 2 of the Grievance Procedure.

Section 6. Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following Labor Relations Unit response, may be submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be in writing and mailed or delivered to the Labor Relations Unit within fourteen (14) calendar days of the receipt of the response from the Labor Relations Unit, or the response's due date, whichever is earlier.

Failure to file for arbitration within the specified fourteen (14) calendar day period shall constitute forfeiture of claim and the case shall be considered closed by all parties.

If the grievance is to be submitted to arbitration, a prearbitration meeting will be held. The meeting shall include both the Labor Relations Unit and the Agency meeting with the Union in an attempt to formulate a submission agreement to be forwarded to the Arbitrator.

Section 7. Selection of the Arbitrator.

a. Within thirty (30) calendar days of affixing of the last signature to this Agreement, the Employer and the Union will jointly request from the Oregon State Employment Relations Board the names of five (5) qualified Arbitrators.

b. In the event that arbitration becomes necessary, the Union and the Employer 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 one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the Arbitrator. The arbitration hearing shall commence within fifteen (15) days thereafter, unless otherwise mutually agreed by the parties.

c. After each arbitration, either party may require that a joint request for a replacement list be made to the Employment Relations Board.

Section 8. The parties agree that the decision or award of the Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate.

Section 9. The Arbitrator's 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 apportioned as in the Arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 10. Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.

ARTICLE 26 - PERSONNEL RECORDS

Section 1. An employee may, upon request, inspect the contents of his official Agency personnel files except for confidential reports from previous employers. No grievance material shall be kept in the official personnel file. There shall be only one (1) official personnel file kept for each employee.

Section 2. No information reflecting critically upon an employee shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his personnel file provided the following disclaimer is attached:

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

If the employee is not available within a reasonable period of time or the employee refuses to sign the material, the Institution may place the material in the file provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee at his address of record and a copy to the Union.

Section 3. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he shall be entitled to prepare in writing his explanation or opinion regarding the prepared material or to file a written grievance. This shall be included as part of his official personnel record until the material is removed.

Section 4. Any reports, correspondence or documents of an adverse nature, three (3) years after the date they were written, may not be used against the employee, provided no incident of a similar nature occurred in the intervening time. Upon the employee's request three (3) years after the date they were written, the document shall be removed from the file.

#### ARTICLE 27 - LAYOFF

Section 1. Should the Agency find it necessary to reduce the number of dentists through layoff, the dentist(s) with the lowest length of service in that Agency will be affected unless special qualifications prevent this. The Union will be notified as soon as the Agency anticipates any reduction of dentists pursuant to this Article. If, as a result of layoff, the Agency must redeploy remaining staff, the Agency shall consider the preferences of senior staff among the criteria it utilizes in making its decision.

Section 2. Recall will occur in reverse order of layoff unless special qualifications prevent this. Recall eligibility will continue for two (2) years from date of layoff.

Section 3. Moving expenses shall be assumed by the employee.

Section 4. 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 28 - 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 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 29 – PERFORMANCE APPRAISAL

Section 1. The employee's performance will be rated by his/her immediate excluded supervisor. At the employee's request, 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 will 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. Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter.

## ARTICLE 30 – FILLING OF VACANCIES AND REASSIGNMENT

Section 1. The DOC/HR shall e-mail each dentist notifying them of a vacancy in the bargaining unit. Any dentist wishing to transfer into that vacancy shall have ten (10) working days to respond to the HR requesting the transfer. The employee will be provided an opportunity to

apply for consideration and may be required to compete for lateral transfer. All other factors being equal, where two or more dentists are finalists for a vacancy at another institution, the dentist with the earliest recognized service date will be offered the position.

Section 2. The parties agree to discuss the impact of temporary reassignments from one facility to another in labor/management committee.

### ARTICLE 31 – CLINICAL MATTERS

Section 1. Dental Assistants. At least one staff dentist (selected by the Institution Dental Department) shall participate on the interview panel when hiring dental assistants.

Dentists shall have input on every performance appraisal of the dental assistant.

Dentists shall have access to a lead worker dental assistant to address issues of performance with their dental assistant.

Section 2. Therapeutic Level Care. T.L.C. meetings shall be conducted on at least a bi-monthly schedule by management where dentists will be allowed input with discussion of current case loads and new standards of practice. A portion of these meetings will be opened to dentists only so as to provide an environment for open dialogue.

Section 3. The work environment in each institution's dental clinic shall be held to current Dental Standards, CDC and OSHA Guidelines.

Any allegations of violations shall be presented to the Health Services Manager of the Institution.

Section 4. Allegations of Practice Deficits. Whenever a complaint is received by management that reflects critically upon a dentist and which management believes requires further investigation, the dentist shall be notified by the Department in writing within fourteen (14) calendar days. Such notification shall include the allegation/complaint(s). An investigation shall be conducted and shall be concluded within thirty (30) calendar days of receipt of the complaint/allegation. The dentist shall be notified of the results of the investigation within seven (7) calendar days of the conclusion.

This does not apply on those occasions when management receives complaints of a subordinate nature, in which a lone incident is not cause for immediate concern. If multiple such complaints are received, and if management has surmised that the capability of the dentist to practice may indeed be compromised, then management shall conduct a review with the dentist. The review shall outline the complaints, and advice shall be given on methods to improve performance in the areas of deficiency. This initial review process shall not be considered disciplinary, however discipline may commence if the areas of deficiency are not corrected.

### ARTICLE 32 – EMPLOYEE RIGHTS

#### Section 1.

Off duty activities of employees will not subject them to disciplinary action by the Agency unless such activities are illegal or a conflict of interest with the employee's duties or the mission of the Agency.

#### Section 2.

Employees who are the subject of a formal Agency complaint or investigation shall be assured the following rights:

a. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the federal and State Constitutions and Laws.

b. Allegations of a non-practice nature. The employee shall be informed of the nature of the complaint or charges prior to the initiation of investigatory interviews with non-management employees and before the employee is required to respond to questions concerning the complaint or charges. Such interview shall normally occur during employee paid time.

c. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to counsel and/or Union representation prior to and/or during the interview.

d. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.

e. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.

f. Notice requirements pursuant to this Article will not apply where the employee is under investigation for violation of the Controlled Substances Act, or violations which are punishable as felonies or misdemeanors under Oregon Law. Also the employee will not be notified if doing so would jeopardize the criminal investigation.

## ARTICLE 33 – 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 1<sup>st</sup> 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.

## ARTICLE 34 - TERM OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 1, 2007 or the date of signing of this Agreement whichever is later, unless otherwise indicated in this Agreement, through June 30, 2009.

The date of signing shall occur within ten (10) ten days of notification by the Union that the Agreement has been ratified.

Section 2. The number of Union bargaining team members will be up to two (2) representatives from the Local Chapter and one (1) from AFSCME Council 75. The Union bargaining team memberss will be compensated up to a total of eighty (80) hours on a loss time basis for time spent in negotiations. Loss time and schedule adjustments do not result in overtime or other premium pay. Hours in excess of eighty (80) must be authorized by mutual agreement.

## ARTICLE 35 – WORK OUT OF CLASS

When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than five (5) consecutive days, or forty (40) consecutive straight time hours, the employee shall be compensated for all hours worked beginning from the

first day of the assignment for the full period of the assignment at a rate which is not less than the equivalent of a one (1) step increase, or the bottom of the higher range when no salary overlap exists between the ranges.

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  
INTERIM COMMITTEE ON HEALTH INSURANCE TRENDS AND ISSUES

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

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 discussions 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 - ARTICLE 9, 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 9, Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 2009.

## LETTER OF AGREEMENT - INTERMITTENT UNION LEAVE

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

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

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

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

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

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

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

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

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

This Letter of Agreement expires June 30, 2009.

## LETTER OF UNDERSTANDING - JOINT COMMITTEE ON SALARY SURVEYS

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Local 3327-1.

The parties agree to form a joint committee of no more than two (2) management and two (2) AFSCME representatives to review appropriate market comparisons for the bargaining units' compensation and data collection. This committee shall not enter into formal negotiations nor have recourse to the dispute resolution procedures for negotiations. This committee shall meet on or before October 1, 2008, unless extended by mutual agreement.

## LETTER OF UNDERSTANDING – WORK SCHEDULE

Section 1. The parties recognize that office hours for dental clinics at DOC facilities are eight hours per day, Monday through Friday, roughly 0700 to 1530. This requires that, during the time, dentists be available to perform chairside dental procedures, which shall be completed within reasonable time frames as established by the Health Services Administrator and the Dental Director.

Section 2. Dentists may request approval to work a schedule that is different from the normal office hours of the DOC, such as a schedule regularly working four, ten hour days. Management shall have the discretion to approve such requests after considering the following factors:

- (1) The personal needs of the dentist making the request: and
- (2) The operational needs of the Department. For purposes of this Letter, operational needs include the practice needs of the Department as determined by the Health Services Administrator and the Dental Director, and the following factors shall be taken into consideration:
  - (a) Patient dental needs at all institutions.
  - (b) Chairside time with the dental assistant shall not be diminished because of the alternate work schedule.
  - (c) Availability of other support staff.
  - (d) Normal functioning hours of institution Health Services.
  - (e) Equipment availability, with the understanding that productivity per hour expectations for dental team shall be the same, regardless of work schedules.

Section 3. Such approval shall not be unreasonably withheld.

Section 4. Alternative schedules may be terminated after considering the above factors whenever, in the judgment of the Health Services Administrator and the Dental Director, the needs of the Department so require.

**2007-2009 SIGNATURE PAGE – AFSCME – DENTISTS AT DEPARTMENT OF  
CORRECTIONS**

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



**FOR THE  
STATE OF  
OREGON**

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**Lindsay Ball, Director  
Department of Administrative Services**

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**Susan Wilson, Administrator  
Human Resource Services Division**

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**Susie Hosie, Labor Relations Manager  
DAS Labor Relations Unit**

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**Jan Weeks, Labor Relations Manager  
Department of Corrections**



**FOR THE AMERICAN  
FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES**

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**Colleen Savage, (Joyce Armstead on behalf)  
AFSCME Council 75 Representative**

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**Rita Hartley, Local 3327 Bargaining Team**

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**Greg Miller, Local 3327 Bargaining Team**