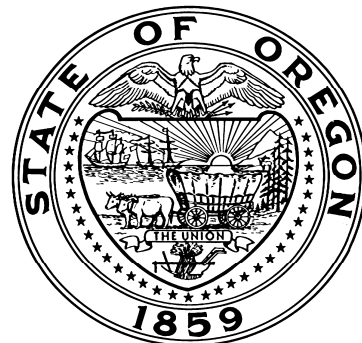


COLLECTIVE BARGAINING AGREEMENT



between

DAS

DEPARTMENT OF
ADMINISTRATIVE
SERVICES

on behalf of

*The Department of Consumer
And Business Services*

and

AFSCME

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

2009

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2011

BUILDING CODES DIVISION

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PREAMBLE

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of the Department of Consumer and Business Services (hereinafter the "Department"), Building Codes Division (hereinafter the "Division") and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the "Union"), for the purpose of determining wages, hours, working conditions and other terms and conditions of employment affecting members of the bargaining unit as certified by the Employment Relations Board.

It is further the intent of this Agreement that the parties will mutually strive to maintain a suitable and safe working environment for all employees. The Employer agrees to abide by standards of safety and health in accordance to the Oregon Statutes and Administrative Rules.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

The Employer and the Department recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the State of Oregon, Building Codes Division, excluding supervisory, confidential, 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 Department and any person designated by it to act on its behalf.

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - LAWS, REGULATIONS AND SAVINGS

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

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The

Employer and the Union agree to immediately meet, negotiate and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time, the provision of Article 26 shall not apply.

ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

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

Section 2.

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

ARTICLE 5 - UNION SECURITY

Section 1.

On the first (1st) pay period of each month, the Department 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 (1st) payroll period following such authorization and shall continue from month to month for the life of this Agreement.

Section 2.

Employees in the bargaining unit who are not members of the Union shall make payments in lieu of dues which shall be the equivalent of regular Union dues. Beginning with the first (1st) 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 payments in lieu of dues required by this Article. Similar deductions will be made

in a similar manner from the wages of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment. The 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.

Section 3.

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

Section 4.

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

Section 5.

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

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

Section 6.

The Union shall provide the Personnel Unit with Union application/authorization forms. The Personnel Unit shall supply said applications to prospective members upon request and shall process completed applications, forwarding a copy to the Union immediately upon receipt.

Section 7.

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

Section 8.

Designated stewards may use 8 hours annually of accrued vacation, personal leave, compensatory time off leave without pay to attend Basic Steward Training. The Division will not incur any overtime liability or any other expense as a result of stewards attending this training. Leave requests will be submitted through the normal Division process and be subject to the operating needs of the employee's work unit.

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 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 employee from a bargaining unit and a total of four 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.

Section 10.

The Division shall continue to provide a bulletin board at the Salem Office and shall provide bulletin board space in each field office.

Section 11. Names of Retirees.

Effective September 1, 2009, the Employer will send a monthly report to the Union of the names of individuals that have retired the previous month. For purposes of this Agreement, a

retiree shall be defined as a person who has given the Agency written notice that he/she is separating from State service by retirement and that person has actually separated from State service.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1.

a. The principles of progressive discipline shall be used when appropriate and subject to an employee's FLSA status. No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause. Notwithstanding Section 1(b) of this article, the salary basis requirements of the FLSA will be followed when a FLSA exempt employee is reduced in pay, suspended without pay or demoted.

b. Discipline may include letter of reprimand, reduction in pay, demotion, suspension and dismissal.

Section 2.

a. Discharge of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reason for the appeal and must be submitted to the Department of Administrative Services Labor Relations Unit within ten (10) calendar days from the effective date of the discharge. Such appeal shall be heard by the arbitrator pursuant to the terms and conditions outlined in Section 4 to Section 14 of Article 7 (Grievance Procedure).

b. An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion or suspension of a regular status employee may be appealed to Step 2 of the Grievance Procedure within fifteen (15) calendar days from the effective date of the action. Any further appeal of an action specified in sub (b) shall follow the procedure and time frames outlined in Article 7 (Grievance Procedure).

Section 3.

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

Section 4.

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

Section 5.

Unauthorized absence of the employee from duty shall be deemed to be without pay and may be grounds for disciplinary action by the Department. 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.

Section 6.

Employees may be subject to progressive discipline, up to and including dismissal, for violation of adopted Department policies and procedures.

Section 7.

All notices of predissmissal, suspension, reduction, written reprimand, demotion and dismissal shall be forwarded to the AFSCME Council Representative and, if the employee was represented by a local steward or officer, to the highest union local officer available on the same day as the employee is notified. Failure to forward or provide a copy of the notice will not void the disciplinary action.

Section 8.

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee believes could result in disciplinary action. The employee will have the opportunity to consult with a Steward before the interview but such consultation shall not cause an undue delay in the interview.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1.

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

Section 2.

It is the intent of the Department and the Union to resolve employee problems and complaints, or differences in the interpretation of the contract, by informal methods if possible. However, if the Union or an employee desires a formal resolution of any grievance or dispute, which arises concerning the application, meaning, or interpretation of this Agreement (except complaints of discrimination in Article 4), such grievance shall be resolved as provided under Section 3 of this Article.

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 affected employee shall submit the Building Codes Fact Sheet (Appendix A) to the employee's immediate excluded supervisor within thirty (30) calendar days of the date of the alleged breach of this Agreement. The immediate supervisor and employee shall discuss the issues described in the Fact Sheet. If the issue is not resolved through discussion with the supervisor, the supervisor shall respond in writing to the employee within fifteen (15) calendar days from the date of the meeting, with a copy to the Union.

STEP 2. If the issue remains unresolved at STEP 1, it may be filed as a written grievance with the Department Director or designee within fifteen (15) calendar days after the response required by STEP 1 was due. The grievance shall be submitted on the AFSCME Official Grievance Form and shall be limited to those issues described in the Fact Sheet. The Department Director or designee shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

Section 4. Department of Administrative Services Review.

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

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

Section 5. Submission to Arbitration.

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

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

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

Section 6. Mediation.

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

Section 7. Selection of the Arbitrator.

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

Section 8. Arbitrator's Authority.

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

Section 9. Expenses of Arbitration.

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

Section 10.

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

Section 11.

Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union Representative or Shop Steward.

Section 12.

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

Section 13.

Time limits may be extended by written agreement of the parties.

Section 14.

Failure of the aggrieved party to comply with the time limits outlined above shall constitute abandonment of the grievance. If at any step of the grievance procedure the Employer does not issue a written response within the specified timeframes, the grievance may be advanced to the next step in the grievance procedure.

ARTICLE 8 - PERSONNEL RECORDS

Section 1.

An employee may, upon request, inspect the contents of the employee's official Department personnel file. No grievance shall be kept in the personnel files after the grievance has been resolved except the resolution.

Section 2.

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

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

If an employee is not available within a reasonable period of time to sign the material or the employee refuses to sign the material, the Department 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 employee at the employee's address of record. A copy will also be mailed to the Union.

Section 3.

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

Section 4.

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

Section 5.

At the employee's request, record of disciplinary actions shall be removed three (3) years after the effective date of the action provided no incident of a similar nature has been documented in the intervening time. The employee will be sent the requested document within five (5) work days from the receipt of request. 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.

Section 6.

An employee may, upon written request, obtain a copy of any of the contents of the employee's personnel file.

ARTICLE 9 - FILLING OF VACANCIES

Section 1.

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

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

The Department will determine whether a vacancy is to be filled, and will make the determination, the method/means to fill that vacancy and appoint the individual of their choosing.

Section 2.

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

Section 3. Notice.

a. Where a current open competitive list of candidates exists, the Department shall provide notice of intent to fill a vacancy through an e-mail vacancy listing, published at least bimonthly, and posting on official Division bulletin boards for five (5) work days for employees who are interested in a lateral transfer.

b. Where no open competitive list exists, the Department shall provide notice of intent to fill a vacancy through an email vacancy listing, published at least bimonthly, and

posting the position announcement for a minimum of ten (10) work days on official Division bulletin boards prior to the closing date of the announcement.

c. All vacancy information will be mailed directly to employees who do not have email access.

Section 4. Lateral Transfers.

“Lateral transfer” means to transfer or be transferred from one position to another in the same classification or salary range. “Transfer list” means the list of qualified employees who have requested in writing a lateral transfer through the Department’s Employee Services Section. Employees are responsible for requesting placement and/or removal from the lateral transfer list.

Section 5.

The Agency will interview qualified current bargaining unit employees for vacancies the Agency is filling provided those current bargaining unit employees are on the list being used by the Agency to fill the vacancy.

Section 6. Reemployment.

An employee who separated from a position in good standing may be reemployed within two (2) years to a position in the same or lower classification upon approval of the Appointing Authority. The employee must meet the minimum and special qualifications of the position and must make written application for reemployment. The employee’s previous salary eligibility date shall be adjusted by the amount of break in service following return.

ARTICLE 10 - TRIAL SERVICE

Section 1.

Except for lateral transfers involving regular status employees, all employees appointed to a position shall serve a trial service period of six (6) months. A regular status employee who transfers from one position to another in the bargaining unit shall serve a three (3) month trial service period.

Section 2.

At any time during the trial service period, the Department may remove an employee if, in the judgment of the Department, the employee is unable or unwilling to perform the employee's duties satisfactorily or if, in the judgment of the Department, the employee's habits and dependability do not merit the employee's continuance in the position.

If such employee was previously a regular status employee in another bargaining unit position in the Department immediately prior to the employee's present appointment, the employee shall be reinstated to the employee's former classification unless charges are filed and the employee is discharged as provided in Article 6 (Discipline and Discharge).

Section 3.

An employee who is transferred or demoted to another position in the Department bargaining unit prior to the completion of the initial 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.

Section 5.

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

ARTICLE 11 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

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

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

b. An employee who is underfilling a position shall be informed in writing that the employee is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level to the position, the employee shall be reclassified.

c. An employee who accepts duties out of class for training or developmental purposes shall have an agreement in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. Such assignment shall not exceed six (6) months. A copy of the notice shall be placed in the employee's file.

d. Employees who are removed from work out-of-class status prior to the original end date shall be given written notice of the end of such duties.

Section 2. Revision of Classification Series.

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

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

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

Section 3. Reclassification Procedure.

a. A complete updated Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Department Employee Services Section.

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

Section 4. Upward Reclassification.

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

Section 5. Downward Reclassification.

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

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

c. When an employee is reclassified downward, the employee's rate of pay shall be the last salary rate earned in the salary range of the previous classification. It shall remain at that

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

d. No employee shall be reclassified downward while other employees with less service credits remain in the original class.

Section 6. Equal Reclassification Rate.

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

Section 7. Pay for Upward Reclassification.

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

Section 8. Pay Date of Upward Reclassification.

The effective date of a reclassification shall be the first of the month following the month in which the reclass was received by the Department's Employee Services Section. If approved by the Legislative Review Agency or the Department of Administrative Services, the employee will receive a lump sum payment if eligible. The lump sum payment shall be the difference between the current salary rate including work out of classification pay, if any, and the proposed salary rate. The lump sum payment will cover the period beginning the first of the month following the month in which the reclass request was received by the Department's Employee Services Section to the date the reclassification is implemented.

The employee does not retain the employee's old salary eligibility date. A new salary eligibility date will be established twelve (12) months from the effective date of the reclassification.

Section 9. Pay for Upward Reclassification Denial.

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

Section 10.

a. If an employee's reclass request is denied pursuant to Section 3 of this Article, or an employee's position is to be reclassified downward pursuant to Section 5 of this Article, the Union may appeal the decision to the Department Director or designated representative within

fifteen (15) calendar days after receipt of the Department's decision. The written appeal must state:

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

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

b. If the Department's response does not resolve the matter, the Union may within fifteen (15) calendar days from the date of the Department response, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to Section 4 of Article 7 (Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Division of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Department's written response in sub (a) of this Section. The appeal must state the following:

The reason(s) why the decision was arbitrary.

The arbitrator shall allow the decision of the Department to stand unless the employee finds the decision was arbitrary.

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

ARTICLE 12 - LAYOFF

Section 1.

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

Section 2.

Up to four (4) employees may be protected from layoff for up to ninety (90) days if their loss would demonstrably work a hardship on the operation of the Department. Extensions may be granted by mutual agreement of the parties.

Section 3.

The layoff procedure shall occur in the following manner:

a. The Department shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Department shall notify, in writing, all affected employees of their seniority and contractual bumping rights. The Department shall notify the Union of the seniority of all employees in all affected positions in writing. The Department shall also post a copy of the seniority of all affected positions in each geographic area on employee bulletin board and mail a copy to all employees not having a formal office.

b. Temporary employees working in the classification and geographic area in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.

c. Employees shall be laid off and seniority calculated within their geographic area or statewide and within the following separate categories: Permanent full-time positions; Permanent part-time positions. An initial trial service employee can not displace any regular status employee.

d. An employee notified of a pending layoff shall select one (1) of the following options and communicate such choice in writing to the Personnel Unit Manager within five (5) calendar days from the date the employee is notified in writing and has a seniority list provided (in hand) to the affected employee.

1. The employee may displace an employee in the bargaining unit with the lowest seniority in the same classification for which the employee is qualified in the same geographical area or statewide in the bargaining unit where the layoff occurs.

2. The employee may displace an employee in the bargaining unit with the lowest seniority in a position in a classification and/or certification with the same salary range (lateral) for which the employee is qualified in the same geographic area or statewide where the layoff occurs.

3. The employee may demote to the lowest seniority position in any classification for which the employee is qualified within the bargaining unit and in the employee's geographic area or statewide. Employees who elect to demote shall be placed on any geographic area layoff list of the employee's choice, within the bargaining unit, for the classification from which the employee demoted.

4. The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of the employee's choice, within the bargaining unit, for the classification from which the employee was laid off.

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

If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position, the employee may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in the next lowest position has a lower seniority than the employee displacing or demoting and that the employee is capable of performing the specific requirements of the position.

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

g. Job-Share.

1. Individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of seniority shall be considered as one (1) full-time equivalent, or, as two (2) part-time employees. This determination shall be made by the Department at the time the position is created. For all current job-share positions, they shall be considered as part-time positions for purposes of this Article.

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

3. Seniority for a current full-time equivalent job-share position shall be determined by giving the employee one (1) point per month for each continuous month spent on the job-share if the two employees are to be treated as a full-time equivalent for purposes of layoff. Seniority for prior noncontinuous job-share time shall be calculated on the same basis as part-time service. Total seniority for employees in the job-share position will be determined by averaging the two (2) individuals' scores.

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

h. If an employee is overfilling or underfilling a position, the employee will be considered in the position classification for the purposes of this Article. If an overfill employee is displaced, demoted in lieu of layoff, or is laid off, the employee shall retain the employee's overfill status upon return to the employee's classification.

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

Section 4.

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

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

When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

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

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

Section 5.

Any trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the bargaining unit layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

Section 6.

Any employee demoted in lieu of layoff may request at that time and shall be paid for all accrued compensatory time at the rate being earned prior to demotion in lieu of layoff.

Section 7. Department Layoff Lists.

Names of regular status employees of the bargaining unit who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on layoff lists in seniority order established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographical area.

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

Section 8. Recall.

Employees who are on a bargaining unit layoff list shall be recalled by geographic area in seniority order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position and who is capable of performing the specific requirements of the position as stated on the position description within two (2) weeks. An employee who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the two week time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Department prior to being recalled to the position.

If an employee on a layoff list is offered a position, the employee may refuse the position, but the employee's name will be removed from the layoff list in that geographic area.

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

If a temporary appointment is necessary in either geographic area and is expected to last longer than forty-five (45) days and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job does not constitute a right of refusal under this Section. This shall only apply to employees separated from State service. Such employees shall be appointed as a temporary employee, remain on the layoff list, and will not be eligible for any benefits covered under this Agreement.

Section 9. 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 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.

Section 10. Geographic Area.

- a. Western Region
- b. Eastern/Central Region

ARTICLE 13 - PAYDAY AND PAY ADVANCES

Section 1.

All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or Holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.

Section 2.

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

Section 3.

The parties agree that pay advances will be kept to an absolute minimum and are for emergencies. Within that context, employees may obtain an advance on their salary. The amount of the request shall not exceed sixty percent (60%) of gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth of the month. If any employee requests more than one (1) pay advance in any twelve (12) month period, management has the right to deny it, if a valid emergency does not exist.

ARTICLE 14 - HOURS OF WORK

Section 1.

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.

Section 2.

a. A regular work schedule is five (5) consecutive eight (8) hour days beginning on Monday and ending on Friday.

b. Alternative work schedules are anything other than five (5) consecutive eight (8) hour days with regularly established starting and stopping times.

c. A flexible work schedule is a schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek.

d. Alternative work schedules for a minimum duration of thirty (30) calendar days may be initiated by the employee or the Department. Such changes may be made upon fourteen (14) consecutive calendar days notice and decisions regarding such changes will be based on the operational needs of the Department.

Section 3.

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

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

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

Section 4.

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

Section 5.

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

ARTICLE 15 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

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

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.

Full time employees, except those with any leave without pay status the day before or the day after the recognized holiday, shall be compensated at the straight time rate for eight (8) hours for each recognized holiday listed in Section 1. All part-time employees and full-time employees on a leave without pay status the day before or the day after a holiday shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more. This holiday compensation is called holiday pay. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

Section 3.

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

Section 4.

An employee will receive compensatory time off for holiday time worked unless the employee requests, in writing, cash.

Section 5.

In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees will receive prorated share of eight (8) hours 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 became employed after Thanksgiving but before Christmas may request the State option of using this paid leave on the workday before or after Christmas or 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.

Section 6.

Employees working an alternative or flexible work schedule as defined in Article 14, Section 2 of the Agreement shall revert to a regular work schedule for the week in which a holiday occurs, or by mutual agreement between the employee and supervisor the employee may choose one of the following options to maintain a forty (40) hour workweek:

a. When the holiday is on a scheduled day off, request a different day off and use vacation leave, personal leave or compensatory time for any hours over the eight (8) holiday hours; or

b. When the holiday is not on a scheduled day off but is within the employee's alternate or flexible work schedule, use vacation leave, personal leave or compensatory time for any hours normally scheduled over the eight (8) holiday hours to cover the hours remaining on the normal schedule for the day;

c. When the holiday is on the employee's scheduled work day, and the employee works that day, the employee will be paid in accordance with Section 3, except the employer will incur no daily overtime obligation for hours worked in excess of eight (8) holiday hours. However, the employee will receive overtime compensation for all hours worked in excess of forty (40) hours in the same workweek.

ARTICLE 16 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.

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

After six (6) months through
fifth (5th) year

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

After fifth (5th) year through
tenth (10th) year

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

After tenth (10th) year through
fifteenth (15th) year

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

After fifteenth (15th) year
through twentieth (20th) year

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

After twentieth (20th) year
through twenty-fifth (25th) year

Twenty-four (24) workdays for each
twelve (12) full months of service
(sixteen (16) hours per month)

After twenty-fifth (25th) year

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

A full-time employee working less than a full month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service and that break does not exceed two (2) years, the employee shall be given credit for the time worked prior to the break in service.

Section 2. Vacation Leave for Part-Time Employees.

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

First (1st) month through
sixtieth (60th) month

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

Sixty-first (61st) month through
one hundred & twentieth
(120th) month

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

One hundred & twenty-first (121st)
month through one hundred
& eightieth (180th) month

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

One hundred & eighty-first (181st)
month through two hundred &
fortieth (240th) month

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

Two hundred forty-first (241st)
month through three hundredth
(300th) month

Twenty-four (24) workdays for
each twelve (10) full months of
service (sixteen (16) hours per
month)

After three hundredth (300th)
month

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

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

Section 3. Eligibility for Vacation Credits.

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

Section 4. Restoration of Vacation Leave Credits.

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

Section 5. Termination Vacation Pay.

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

Section 6. Scheduling of Vacations.

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

Section 7. Vacation Accrual.

An employee shall be allowed to accumulate a maximum of three hundred and twenty-five (325) hours of vacation leave; however, in the event of separation or layoff any unused vacation up to two hundred fifty (250) hours will be paid to the employee. An employee transferring in from another State Agency may transfer up to eighty (80) hours of accrued vacation leave. Where vacation leave is requested and denied resulting in loss of leave, the employee shall be authorized to cash out not less than twenty-four (24) hours and no more than forty (40) hours of vacation leave accrued.

Section 8.

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

Section 9.

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

Section 10.

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

ARTICLE 17 - SICK LEAVE

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

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

Section 2. Eligibility for Sick Leave With Pay.

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

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

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

Section 4. Utilization of Sick Leave With Pay.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, 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 Department 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 Department to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) days, or if the Department has evidence that the employee is abusing sick leave privileges. The Department may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Department 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.

The "FMLA/OFLA year" is considered to be a twelve (12) month period rolling backward for each employee.

Section 6. Sick Leave With Pay on Termination.

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

Section 7. 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 8. Sick Leave Without Pay.

a. Workers Compensation Illness or Injury. 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 instances, prorated charges will be made against accrued vacation and/or compensatory time.

The Department shall grant sick leave without pay for any ~~non~~-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.

b. Non-job Incurred Illness or Injury. After earned sick leave has been exhausted, the Department may grant sick leave without pay for any non-job-incurred injury or illness.

c. The Department 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 Department. 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 cancelled and the employee's service terminated.

Section 9.

An employee shall have all of the employee's accrued sick leave credits transferred when the employee is transferred to the Department from a different State Department. An employee shall have all of the employee's accrued sick leave credits transferred when the employee is

transferred to a different State Department if allowed by that Department's rules or Collective Bargaining Agreement.

Section 10. Hardship Leave Donation.

The Department shall allow employees to transfer vacation leave or compensatory time to a co-worker for use by employees recuperating from, or involved in, an extended and continuing illness or injury of a serious nature who have exhausted all accumulated leave. Hours of leave donated will be converted at the Donor's hourly rate. Approved leave shall be converted into sick leave hours at the Donee's hourly rate into a dollar amount. Deductions shall be made accordingly.

Applications for hardship leave shall be in writing and sent to the Department's Human Resource Services Office and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least fifteen (15) days. The Department's Office of Human Resource Services will review the request and either approve or disapprove the request.

The transfer of accumulated leave and the utilization of such leave shall be subject to the following:

- a.** Employees on Workers' Compensation, parental leave or receiving short- or long-term disability benefits may not participate in this program as a Donee.
- b.** All accumulated leave hours must be donated and transferred in blocks of two (2) hours or more. All hours of leave donated from co-workers and/or management will be converted into an hourly rate and then applied to the Donee's account at his/her hourly rate.
- c.** The employees may be asked to disclose information about all insurance policies or employee benefits.
- d.** Any other requirements or conditions shall be determined or set forth by the Division Administrator 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 18 - OTHER LEAVES

Section 1. Leaves With Pay.

a. Personal Leave. After completion of trial service, regular, permanent, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. Part-time, job-share, and seasonal employees shall be granted twelve (12) hours of personal leave if it is anticipated they will work one thousand and forty (1,040) hours for the fiscal year. Should a part-time, job-share, or seasonal employee fail to work one thousand and forty (1,040) hours for the first fiscal year, the value of personal leave time used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is

any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Department and the employee.

b. Pre-Retirement Counseling Leave. Within ten (10) years of the employee's eligibility for retirement, each employee shall be granted a total of three and a half (3-1/2) days leave with pay to pursue bona fide pre-retirement programs. Employees shall request the use of leave provided in this section at least five (5) days prior to the intended day of use.

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

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

c. Service With A Jury. An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Department reserves the right to petition for removal of the employee from jury duty if, in the Department's judgment, the operating requirements of the Department would be hampered.

d. Court Appearances. When any employee is not the plaintiff or defendant, the employee shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

e. Military Training Leave. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any Federal 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.

f. Test and Interview Leave. With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Department; 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 Department.

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

g. 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.

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. The employee shall, upon honorable discharge from such service, be returned to a position in the same class as the employee's 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 the employee is not physically qualified to perform the duties of the employee's former position by reason of such service, the employee shall be reinstated in other work that the employee is able to perform at the nearest appropriate level of pay of the employee's 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.

c. Employee Leave. In instances where the work of the Department 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 Department approval.

d. Parental Leave. A parent shall be granted a leave of absence without pay for a reasonable period of time, not to exceed six (6) months, dependent upon Department workload requirements, to care for a new baby. This leave shall run concurrently with FMLA/OFLA guidelines. Extensions beyond the six (6) months or alternate work schedules may be arranged by mutual agreement between employee and supervisor.

ARTICLE 19 - PERFORMANCE APPRAISAL

Section 1. Performance Appraisal.

The employee's performance will be rated by the employee's immediate excluded supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide the employee's 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.

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

Section 3.

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

Section 4.

Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance pay increase on their eligibility date if the employee is not at the top of the salary range of their classification. Employees shall receive a notice related to the deficiencies as they are noted prior to the completion of the performance evaluation period. Such notice shall provide the employee with reasonable opportunity to correct the problem prior to the end of the evaluation period.

Performance Based Pay shall use the following criteria:

- a.** Classification specifications developed and promulgated by the Department of Administrative Services.
- b.** An individual position description, reduced to writing.
- c.** Written memoranda including Letters of Instruction when necessary. Work Plans will not be accepted as a substitute for notice of deficiencies.
- d.** Disciplinary action.

The above criteria shall be the primary factors upon which an employee's performance is judged and upon which annual performance pay decisions are determined.

Employees shall be eligible for performance increases at the first of the month following intervals as prescribed under Article 20, Section 1 (Salary Administration), of this Agreement.

Section 5.

The Department will strive to insure consistency, fairness and equity when performance appraisals are composed and presented.

ARTICLE 20 - SALARY ADMINISTRATION

Section 1. Merit Salary Increase.¹

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

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

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

Section 2. Salary on Demotion.

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

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

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

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

¹ See attached Letter of Agreement (Step Freeze Advancement and Add/Drop Steps).

Section 3. Salary on Promotion.

An employee shall be given an increase to the next higher rate in the new salary range effective on the date of promotion.

Section 4. Salary on Lateral Transfer.

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

Section 5. Effect of Break in Service.

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

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

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

ARTICLE 21 – OVERTIME

Section 1.

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

Section 2.

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

Section 3.

Eligible employees as defined by FLSA, shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of eight (8) hours per day for employees on regular work schedules or forty (40) hours in any one (1) workweek for employees on alternative or flexible work schedules. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half, or to effect "pyramiding" of overtime and penalty payments.

Section 4.

The Department shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization. Prior authorization may be granted on a case by case basis, or in general, based on a common situation. In the event that sufficient acceptable

personnel do not voluntarily accept overtime, such additional personnel, as are deemed necessary by the Department, shall be required to work overtime.

Section 5.

Employees shall have the option of receiving pay for overtime or accruing compensatory time. An employee may accrue up to a maximum of eighty (80) hours of compensatory time. By mutual agreement, this limit may be exceeded, but in no event shall exceed 240 hours. If the employee has forty (40) hours or more compensatory time accrued, upon notice from the agency, the employee and manager shall schedule to use at least those hours of unused compensatory time above forty (40) hours per fiscal year, or the employee shall be paid for at least those hours in excess of forty (40) once per fiscal year. (Note: See LOA on Overtime.)

Section 6. FLSA Exempt Overtime Compensation.

Employees occupying positions which have been determined by the Agency to be executive, administrative or professional as defined by the Fair Labor Standards Act shall receive time off for authorized time worked in excess of forty (40) hours in a workweek.

The rate of compensation shall be one (1) hour off for one (1) hour of overtime worked. Time off shall be used within the fiscal year earned or shall be lost. The scheduling of time off shall be consistent with provisions for requesting accrued leave time or Agency practice whichever is applicable.

Nothing in this article modifies, amends or eliminates any specific language in any agreement or Agency practice to modify an employee's work schedule during the same workweek in which authorized overtime is worked.

ARTICLE 22 - 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.

Effective January 1, 2009 through December 31, 2009, 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, 2010 through December 31, 2010, the Employer will increase its monthly contributions by up to five percent (5%) of the actual monthly composite resulting for plan year 2009, should the cost of insurance premiums increase by that amount or more.

For plan year January 1, 2011 through December 31, 2011, the Employer will increase its monthly contributions by up to five percent (5%) of the actual monthly composite resulting from plan year 2010.

Should rates for 2010 or 2011 exceed the employer contribution, the parties shall jointly petition the Public Employees Benefit Board to use reserve funding to support any premium increase above five percent (5%) during either plan year.

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 23 - TRAVEL, MILEAGE AND MOVING ALLOWANCE

Section 1. Travel and Mileage Allowance.

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

Section 2.

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

ARTICLE 24 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS

Section 1. Overpayments.

a. In the event that an employee receives wages or benefits from the Department to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Department 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 Department 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 Department 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 Department 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 Department service before the Department fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

b. An employee who disagrees with the Department'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 Department'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 Department 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 Department shall correct any such underpayment made within a maximum period of two 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 - SALARIES

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

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

Retirement Contributions. On behalf of employees, the State will continue to “pick up” the six percent (6%) employee contribution, payable pursuant to law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 (“PERS

Litigation”). Nothing in this Agreement shall constitute a waiver of any party’s rights, claims or defenses with respect to the PERS Litigation.

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

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

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

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

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

For the reasons indicated above, or by mutual agreement, if the State ceases paying the applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees’ contributions shall be treated as “pre-tax” contributions pursuant to Internal Revenue Code, Section 414(h)(2).

ARTICLE 26 - STRIKES, LOCKOUTS AND PICKET LINES

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

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

Upon notification confirmed in writing by the Department to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall advise such striking employees in writing, with a copy to the Department, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity.

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

ARTICLE 27 - 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 promptly by the Department of Administrative Services to the Legislative Assembly and both parties shall jointly recommend passage of the funding and statutory changes.

Section 2.

Should the legislature not be in session at the time agreement is reached, the funding provisions of this Agreement shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both parties shall jointly recommend passage.

Section 3.

Should the legislature not be in session at the time agreement is reached, all other legislation necessary for the implementation of this Agreement shall be submitted to the next session (whether regular or special) of the Legislative Assembly.

ARTICLE 28 - SUCCESSOR NEGOTIATIONS

Section 1.

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

Section 2.

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

Section 3.

The Department will allow up to four (4) identified employees to attend collective bargaining sessions as members of the Union's negotiating team for a combined total of no more than 160 hours of worktime. No overtime, per diem, or any other compensation will be paid except as mutually agreed to by the parties of this Agreement.

ARTICLE 29 - TERM OF AGREEMENT

This Agreement shall be in effect July 1, 2009 or upon signing of the Agreement, whichever is later, and expires June 30, 2011.

ARTICLE 30 - LEADWORK DIFFERENTIAL

Section 1.

Leadwork Differential shall be defined as a differential as indicated in Section 5 below. Leadwork applies for employees who have been assigned by their supervisor in writing, "leadwork" duties over four (4) employees in the same class as the employee, unless management determines a lesser amount is appropriate. The assignment must be for over ten (10) consecutive work days. Leadwork is where, on a recurring basis, while performing essentially the same duties as the workers led, the employee has been directed to perform all of the following functions: orient new employees, when appropriate; assign and reassign tasks; transmit established standards of performance to workers; review work of employees to ensure conformance with work standards; provide informal assessment of workers' performance to the supervisor; and train employees in new work methods.

Section 2.

When such leadwork assignments exceed ten (10) 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. The initiation or ending of leadwork shall be in writing to the employee.

Section 3.

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

Section 4.

Leadwork Differential shall not be applied to sick leave, vacation, or any other leave with pay condition when an absence is more than thirty (30) calendar days or when leadwork duties are removed.

Section 5.

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

ARTICLE 31 - LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose.

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

Section 2. Committee Composition.

The Committee shall be composed of three (3) members appointed by the Union plus one (1) alternate and three (3) members appointed by the Director of the Department plus one (1) alternate. Representatives from Department of Administrative Services, Human Resource Services Division, Labor Relations Unit, the Union, or other individuals may be invited, who may provide information or act as advisors.

Section 3. Meetings.

The Labor/Management Committee shall meet each calendar quarter if necessary or otherwise by mutual agreement.

The Committee shall establish protocols on how the committee will work.

Section 4. Committee Authority.

The Labor/Management Committee shall have no power to violate, delete, add to or modify any provision of this Agreement; or to enter into any Letter of Agreement; negotiate, or to resolve disputes concerning the interpretation or application of any provision of this Agreement. The Committee shall be empowered to make joint recommendations on issues which are brought before it. The Committee may submit recommendations where appropriate.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the time frames of the settlement of disputes procedure (Article 7 - Grievance Procedure).

Section 5.

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

ARTICLE 32 - 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 Public Employee Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 12, 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 9, Filling of Vacancies, this Article shall prevail.

- c. An employee may exercise all applicable rights under Article 12, 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 33 - JURISDICTIONAL TRANSFERS

The provisions of this Article will apply only if the employee in the position to be assumed requests transfer to another State position.

When the duties and position of an employee are to be assumed by a jurisdiction other than the State, the least senior employee in the classification, program, and geographic area or statewide would be transferred to the affected position prior to the assumption, consistent with the provisions of applicable statutes.

The Department will not incur moving or other expenses as a result of employee actions taken pursuant to this Article.

ARTICLE 34 - UNION STEWARDS

Section 1.

The Union may select, and shall certify in writing to the Department those employees so designated to act as Union Stewards.

Section 2.

Stewards will be granted reasonable time during regularly scheduled working hours to process and investigate grievances and to represent bargaining unit employees in investigatory interviews. Such activities shall not unduly retard or interfere with the work and duties of the steward or employee(s) involved. Only one (1) union steward will be in pay status for any one (1) grievance. Supervisors may request that stewards maintain and submit a monthly activity report of work time spent investigating and processing grievances.

No steward will be granted per diem, transportation costs, overtime, or travel time to process or investigate grievances, or in the representation of bargaining unit employees during investigatory interviews.

ARTICLE 35 - HEALTH AND SAFETY

Section 1.

The Employer and Employee agrees to abide by standards of safety and health in accordance with the Oregon Statutes and Administrative Rules.

Section 2.

Proper safety devices and clothing shall be provided by the Department for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Insurance and Finance or deemed necessary by the Department. Such equipment, where provided, must be used. Where the Department has provided protective devices or clothing in the past and it is deemed necessary under this Article, the practice will continue. Protective clothing and safety devices shall remain the property of the Department and shall be returned to the Department upon termination of employment.

Section 3.

If an employee claims that assigned equipment or job assignment is unsafe or might endanger the employee's health, and for that reason refuses to use the equipment or perform the assigned job, the employee shall immediately give the employee's reasons for this conclusion to their supervisor, in writing, who shall make an immediate determination in consultation with the designated safety officer or representative of the appropriate governmental Agency as to the safety of the equipment or job assignment in question. A union representative or shop steward may accompany the above representative and employee during this determination.

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

Section 4.

Pending determination provided for in this Article, at the Department's discretion, the employee may be given suitable work elsewhere.

Section 5.

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

ARTICLE 36 - EDUCATION AND TRAINING

Section 1.

The Department will, as far as it is reasonably practicable to do so, provide training and education opportunities for employees. Such opportunities may include, but not be limited to, job-related training, job rotations, and special assignments.

Job rotation assignments include career enrichment or developmental assignments. Where the Division chooses to fill a job rotation assignment through a Department-wide, Statewide, and/or Division-wide competitive process, prior to the closing date of the job rotation announcement, the opportunity shall be posted for no less than five (5) business days on official Division bulletin boards and e-mail where applicable.

All employees are encouraged to notify their supervisors in writing of the skills and areas of interest they possess which would be applicable to future job rotation opportunities.

Section 2.

Training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Department, they shall be notified in writing, and they shall be paid for the time as time worked. All other activities will be on the employee's own time.

Section 3.

The Department may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Attendance at such training may be mandatory without loss of pay to the employee. The Department will determine the method of travel and will reimburse or pay for those travel expenses in accordance to Article 23 of this Agreement.

Section 4.

If a regular status employee desires reimbursement for course registration for training outside of the Department, the employee must receive prior written approval from the Department.

ARTICLE 37 - 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 am; 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.

ARTICLE 38 - POSITION DESCRIPTIONS/WORK PLANS

Section 1.

Position descriptions shall be in writing and delineate the specific duties assigned to the position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of Article 11 (Classification and Classification Changes).

The position description shall be reviewed and updated at the time of the employee's annual performance appraisal and at any time that the employee's duties are changed significantly and permanently beyond the provisions of the existing position description.

Section 2.

Work improvement plans may be initiated and written for those employees who have less than acceptable job performance. The work improvement plan will delineate specific work and/or work related areas to be corrected and improved. Work improvement plans are not the sole means for addressing performance deficiencies.

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

ARTICLE 39 - OUTSIDE EMPLOYMENT

Employees shall be allowed to hold employment outside the Department as long as such employment does not create a conflict of interest with their employment at the Department and as long as the work is not with another state Agency which could result in an overtime liability for Department. Employees shall notify the Department in writing of any potential conflicts of interest as defined by Policy EMP-01 and its successors with changes in the policy incorporated automatically into this contract article.

ARTICLE 40 - ALTERNATE METHODS OR MATERIALS OF CONSTRUCTION

Inspectors will perform all job related duties regarding the permitting, inspection, and installation of Department approved alternate methods of materials or construction.

When an alternate method of materials or construction is approved, the approved method will be reduced to writing and included in the plan review or inspection file. The employee must sign off the inspection with the notation on the inspection card that this is "inspected to the alternate method approved by the Building Codes Division (date)."

ARTICLE 41 - LIMITED DURATION APPOINTMENTS

Section 1.

a. No person who has an initial appointment into State service into a limited duration position shall have layoff rights.

b. A bargaining unit employee, appointed from regular status to a limited duration appointment shall be entitled to rights under the layoff procedure starting from the prior class, if the appointment is within the Division. In all other respects, limited duration appointees have all rights and privileges of other bargaining unit employees under this Agreement.

ARTICLE 42 - EXAMINATION FEES

If the Division requires that a bargaining unit employee obtain a specific certification that the employee does not already possess, in order to carry out assigned duties, the Division will pay for the examination fee so that the employee can take the examination to obtain that specific certification.

If a regular status employee desires reimbursement for examination fees, the employee must receive written approval from the Division before taking the examination.

ARTICLE 43 - CLIENT COMPLAINT PROCEDURE

In the event the Agency receives a complaint that is non-criminal in nature and determines a formal investigation is necessary, the Agency will notify the employee of the investigation, provided such notice does not compromise the ability to investigate. Such notice shall include the general nature of the complaints. Before the investigation is completed, the employee will be given an opportunity to provide information he/she deems relevant.

ARTICLE 44 - 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 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 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 15 calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two resource persons, one designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

In this process each of the designees may identify one 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 60 calendar days of receipt of the appeal by the committee.

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

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

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

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

ARTICLE 45 - 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 four percent (4%) of base pay. Effective July 1, 2004, the compensation for bilingual differential will be five percent (5%) of base pay.

ARTICLE 46 - TEMPORARY INTERRUPTION OF EMPLOYMENT

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons, except Article 37 – Inclement Conditions, beyond the Employer's control which does not exceed fifteen (15) consecutive days and is not due to lack of funds, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. Such interruptions of employment for FLSA Non-exempt employees shall be recorded and reported as leave without pay, unless the employee opts to use accrued vacation leave, personal leave or compensatory time off during the period of the temporary interruption. For FLSA Exempt employees, the employee may exercise the option to use accrued vacation leave, personal leave or compensatory time off for temporary interruptions of employment that last one or more full workweeks, but for partial workweeks the employee is paid. Employees remaining on duty during the temporary interruption will be selected by seniority within classification.

When the Employer declares that a temporary interruption of employment should be considered because of lack of funds, either party may provide the other with written notice to meet and discuss possible terms of such interruption or alternative options. Such meeting must

occur within thirty (30) days of the declaration. Terms and alternatives shall be subject to mutual agreement by the Union and the Employer. The parties agree that any and all discussions that take place under this Section shall not be subject to the Complete Agreement articles of any of the agreements or constitute interim negotiations under PECBA. In addition, the parties will not be required to use the dispute resolution process contained in the PECBA.

LETTER OF AGREEMENT #1
COMPLETION DATES FOR PERFORMANCE APPRAISALS

The purpose of this Agreement is to clarify Article 19, Section 3, of the Agreement on when performance appraisals will be completed.

This Agreement applies exclusively to employees employed in the Field Operations Section or its successor of the Division.

The Division shall apply a uniform "due" date for all employee performance appraisals by location as prescribed below instead of completing such appraisals on an employee's recognized service date:

Area 1: Salem
Area 2: Coquille
Area 3: Pendleton

Due Dates:

Area 1: December 31
Area 3: April 30
Area 2: August 31

Performance appraisals for employees completing trial service will be completed prior to the end of trial service. After the trial service period is completed, the employee's performance appraisal date will be the same as other employees in that area.

This Agreement becomes effective on the date of the last signature and will continue in effect until written notice of cancellation by one party is given to the other party.

LETTER OF AGREEMENT #2
CRIMINAL RECORDS CHECKS

Section 1.

Except as provided by Governor's executive order or state or federal law as implemented by Agency rule of policy, the Employer will not require a criminal records check on any current employee or his or her current position if the requirement was not in place when the employee was appointed to the position. Agencies will send Agency rules, policies, and subsequent changes to the Union. Upon notification, the Union may demand to bargain pursuant to the law as it applies to changes in Agency rule or policy implementing Governor's executive orders or state or federal laws regarding criminal records check requirements.

Section 2. Position Descriptions and Recruitment Announcements.

If a criminal records check is required for a position, such requirement shall be included in the recruitment announcement. As a position description is revised, the requirement for a criminal records check shall be included.

Section 3. Determination in Current Position.

a. If an employee is found to be unfit for his/her current position based on a criminal records check and the Agency proceeds under Article 6, the employee retains all Article 6 rights.

b. If a regular status employee is determined to be unfit for his/her current position based on a new requirement, then the employee shall be notified of the determination and upon request will be informed of the information from the criminal record used in the determination. The employee will be provided options, including layoff.

Section 4. Promotions, Transfers, and Voluntary Demotions.

If through a promotion, transfer, or voluntary demotion process a criminal records check is required and an employee is found to be unfit, upon request, the employee will be informed of the information from the criminal record used in the determination.

The appointment to the position will not be delayed in the event of any dispute. Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures.

Section 5. Layoff/Recall.

a. Layoff. In the event of a layoff, a criminal records check will not be required as a condition of employment, for displacing an employee from another job, bumping into another job, demotion to another job, or being recalled to a position unless specified in the position description. If required, the employee will be notified before the criminal records check commences. Once notified, the employee can waive his/her right to that position and may displace the lowest seniority employee in a position where no criminal record check is required, pursuant to Article 132 and the prioritization of his/her option(s) as previously communicated to the agency.

b. Recall from Layoff. If in the recall process an employee is determined to be unfit for a position, upon request the employee will be informed of the information from the criminal record used in the determination. Any appointment to the recall position will be delayed until the conclusion of the meetings as outlined in Section 6.

Section 6.

When an unfitness determination is made based on a criminal record, the employee may request a meeting to discuss the information from the criminal record used in the determination. Such discussion, if requested, shall be within five (5) working days of the notification. Upon the request of the employee, a steward may accompany the employee during the meeting. In the event the fitness determination changes as a result of the information provided, the agency will notify the employee in writing. If an employee is not satisfied with the results of the meeting, he or she may appeal the fitness determination as outlined in the Agency rule or policy.

Section 7.

Fitness determinations based on information from the criminal records checks shall not be subject to the grievance/arbitration procedures, except as provide din Section 3.A.

Section 8.

Information received as a result of a criminal records check shall be secured in a file separate from the employee's official personnel file. Destruction of the information received as a result of a criminal records check shall be consistent with state or federal law.

Section 9.

Employees shall not be required to pay the Employer's/Agency's criminal records check fee(s) or Employer/Agency representation costs.

LETTER OF AGREEMENT #3
OVERTIME

For agency agreements with overtime calculation provisions which include all paid leave, and are based on hours worked over 8/day and 40/work week, the parties agree to discuss leave use in labor-management committees where available data demonstrates a significant increase in overtime which can be attributed to unscheduled absences.

LETTER OF AGREEMENT #4

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Building Codes Division of the Department of Consumer and Business Services (Agency) and the American Federation of State, County and Municipal Employees Council 75 (Union).

The parties agree to the following:

1. The Agency will continue the Employee Length of Service Awards Program for eligible Agency employees. Employees will be eligible for an Agency pin or recognition item at five (5) year intervals with the exception of the five (5) year service award which will remain an Agency pin. Agency pins shall be consistent with current Agency designs. Recognition items are defined as part of this agreement. No recognition item shall exceed fifty dollars (\$50) in value which includes engraving. Should a recognition item exceed fifty dollars (\$50) in value including engraving, the Employer and Union will meet to agree to a replacement recognition item. Each service award recipient shall receive a certificate denoting years of service.
2. Employees will have a choice of either selecting an Agency pin or one of the recognition items described below or item similar to the items listed below.

Year 5: An Agency pin.

Year 10: An Agency pin or one of the following recognition items: a) black clear 4" x 4" square plaque, b) brass business card holder, or, c) 4" circular acrylic black plaque.

Year 15: An Agency pin or one of the following recognition items: a) maple wood pen set, b) 6" x 8" rectangle burgundy plaque, or, c) any of the recognition items listed above.

Year 20: An Agency pin or one of the following recognition items: a) black dome clock, or, b) any of the recognition items listed above.

Year 25: An Agency pin or one of the following recognition items: a) myrtle wood plaque, or, b) any of the recognition items listed above.

Year 30: An Agency pin or one of the following recognition items: a) myrtle wood plaque, or, b) any of the recognition items listed above.

Year 35: An Agency pin or one of the following recognition items: a) myrtle wood plaque, or, b) any of the recognition items listed above.

Year 40: An Agency pin or one of the following recognition items: a) myrtle wood plaque, or, b) any of the recognition items listed above.

3. This agreement shall only apply to the agency
4. This agreement shall not establish a precedent in any current or future negotiations on the subject of Employee Length of Service Awards Program.
5. Consistent with Agency policy, employees reaching a service anniversary date in any month in calendar year 2009 will receive their pin or recognition item the following January 2010. Employees reaching a service anniversary date during any month in calendar year 2010, will receive a pin or recognition item the following January 2011 based on whatever has been bargained in a successor Letter of Agreement or applicable article in the 2011-2013 agreement, if any.
6. This agreement shall become effective on the date of the successor agreement and automatically expire June 30, 2011.

LETTER OF AGREEMENT #5
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, 2009, as follows:

- Employee Only (EE) - \$206.94*
- Employee and Family (EF) - \$268.05*
- Employee & Spouse – (ES) - \$264.11*
- Employee & Children (EC) - \$235.47*

For Plan Year 2010 and 2011, 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 2009. 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.

*PEBB to provide specific amounts.

LETTER OF AGREEMENT #6
E-MAIL USE

This Agreement is made and entered into by the State of Oregon (Employer) acting by and through its Department of Administrative Services on behalf of the Department of Consumer and Business Services (Department), Building Codes Division (Division) and the American Federation of State, County and Municipal Employees Council 75, Local 3856 (Union).

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

1. Union Officers and Stewards of the Division shall have authorization to post short e-mail message notices without attachments only to AFSCME union members of the Division.

2. E-mail messages shall be limited to: meeting announcements of time, date, location and general content or agenda of Union meetings or functions; or, internal Union officer elections and Union appointments.

3. The use of e-mail for Union business shall consist of one-way communication between the Union and members, that is, there shall be no use of e-mail for interactive communication. Each e-mail message sent shall include and prominently display at the beginning of the message the statement:

“DO NOT RESPOND to this message; this is a non-interactive message.”

(Note: listing recipients in the “Bcc” address block instead of the “To” block will prevent inadvertent reply all responses.)

4. E-mail shall not be used to lobby, solicit, recruit, persuade 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, unlawful, offensive or derogatory statements against any person, organization or group of persons. Statements shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. The content of e-mail shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health or disability.

6. It is understood that the use of e-mail for Union business is not private, privileged or confidential, and that the news media or others may be able to obtain copies of e-mails either sent or received on the Department computer system. Further, the agency reserves the right to trace, review, audit, access, intercept, recover or monitor its e-mail system without notice.

7. The Union use of e-mail shall not adversely affect the use of the Department's computer system for agency business.

8. The Department and Division will not incur any costs for Union e-mail usage including printing of e-mails. The Department and Division have no obligation to provide access to e-mail where it is not 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 Division time. Employees reading Union business e-mail shall do so on their own time and not on Division time.

10. Nothing in this letter of agreement shall be construed to abridge any rights of the Department and Division to control its e-mail system, its uses or information. The use of the e-mail system is subject to compliance with all applicable Department, Division and/or Department of Administrative Services policies on acceptable uses of state electronic information systems.

11. The Union will hold the Employer harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Union or its agents regarding any communications or effect of any communications as a result of the use of e-mail for union purposes.

This letter of agreement no longer applies if the Department and/or Division changes its e-mail system or discontinues its use, and the Department and/or Division will have no obligation to the Union or to the employees to provide access to the e-mail.

This letter of agreement becomes effective on July 1, 2009 and expires on June 30, 2011.

LETTER OF AGREEMENT #7
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 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 #8
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, 2011.

LETTER OF AGREEMENT #9
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 #10
ARTICLE 32 – 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 32, 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, 2011.

LETTER OF AGREEMENT #11
VETERANS' PREFERENCE

This Letter of Agreement is between the State of Oregon, acting through the Department of Administrative Services, hereinafter referred to as The Employer or The State, and the American Federation of State, County and Municipal Employees, hereinafter referred to as AFSCME or the Union. This Letter of Agreement shall become effective 15 days after the date of the last signature below, and shall be incorporated into and be made a part of the contracts identified below for the successor contracts ending June 30, 2011. The contracts shall include the Department of Public Safety, Standards and Training; the Oregon State Fire Marshall; the Oregon State Police Support Unit; the Building Codes Division; the Oregon Liquor Control Commission; the Department of Land Conservation and Development; the Department of Environmental Quality; the Oregon Military Department; the Office of Emergency Management; the Department of Corrections Dentists; the Department of Human Resources Physicians; the Oregon State Hospital Nurses, the Construction Contractors Board; the Real Estate Agency; the Department of State Lands; the Employment Department Hearings Officers; the State Operated Community Programs, the OYA Juvenile Parole and Probation Officers; the Department of Corrections Security Unit; the Department of Corrections Security Plus Unit; the Department of Corrections Parole and Probation Officers and the Oregon State Board of Parole.

The Employer and the Union recognize that Senate Bill 822 provides that an employer may choose not to appoint a veteran to a vacant position solely on the basis of the veteran's merits or qualifications with respect to the vacant civil service position.

For recruitments where the veteran has been determined to be otherwise qualified and the selection process results in a quantified score, Senate Bill 822, Section 2 (1) (a) and (b) shall apply. If this process results in two or more candidates deemed equal, and the Employer elects to appoint one of the candidates, the veteran shall be appointed, the seniority provisions of the respective collective bargaining agreements notwithstanding.

For recruitments where the decision to hire or promote rests with a process that does not result in a score, the employer must give the veteran special consideration in such process per SB 822, Section 2 (1) (c).

The provisions of Senate Bill 822 do not apply to grievance settlements, court mandates, Agency recall from layoff and injured worker returns to employment. The provisions of Senate Bill 822 do apply to the Secondary Recall List.

LETTER OF AGREEMENT #12
MANDATORY UNPAID FURLOUGH TIME OFF

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of all agencies covered by the Central Table (Agency) and AFSCME Council 75 (Union).

This agreement covers all AFSCME agreements that are within the jurisdiction of the AFSCME Central Table. To the extent this agreement conflicts with any provisions of any AFSCME agreements, this agreement shall prevail.

The parties agree to the following:

1. This agreement becomes effective September 1, 2009 and sunsets June 30, 2011 unless the parties agree to extend or amend its provisions.
2. The Employer will implement mandatory unpaid furloughs for affected employees as follows:

Straight Time Monthly Base Pay Rate	Number of Days
\$2450 and below	10
\$2451-\$3100	12
\$3101 and above	14

3. The number of hours of mandatory unpaid furloughs for less than full-time employees shall be prorated based on the employee's regularly scheduled hours within the applicable month.
4. **A.** Agencies or divisions within an Agency can decide whether to designate whether the Agency or division within an Agency will close its offices. If the Agency so chooses, the Agency will close for the number of days identified in section 5 A of this agreement.

(i) Employees not taking unpaid mandatory furlough time off when the Agency is closed shall change their work schedule to a four (4) ten (10) hour-day schedule or otherwise adjust their schedule for that work week subject to prior Agency approval. The Agency shall not suffer any penalty or overtime payments as a result of the employee's schedule change.

B. Agencies that choose to allow employees to take "float days" will schedule designated unpaid mandatory furlough time off with their immediate supervisors using the following procedures:

(i) In an effort to ensure that the scheduling of unpaid mandatory furlough time off is distributed throughout the term of this agreement, such unpaid time off will be scheduled quarterly unless there is mutual agreement between the Agency and employee to schedule more days in some quarters and fewer in others; in no case no more than two (2) days (sixteen (16) hours) in a month.

(ii) Employees will have their choice of days off subject to Agency operating requirements. Employees will submit a mandatory unpaid furlough time off request form to their supervisors at least thirty (30) calendar days before the start of each quarter and supervisors will respond within fifteen (15) calendar days before the start of each quarter.

(iii) If the mandatory unpaid furlough time off is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the time off is rescheduled and taken within the next quarter (except for the last quarter in the biennium, during which the Agency may reschedule such time during the same quarter).

(iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a thirty-two (32) hour workweek.

5. A. Where Agencies choose to close their offices, the following dates shall be designated as office closure days:

Friday, October 16, 2009	Friday, August 20, 2010
Friday, November 27, 2009	Friday, September 17, 2010
Friday, April 16, 2010	Friday, November 26, 2010
Friday, March 19, 2010	Friday, March 18, 2011
Friday, June 18, 2010	Friday, May 20, 2011

B. Employees mandated to take a greater number of unpaid mandatory furlough time off than closure days based on the tiers, will take the remaining unpaid mandatory furlough time off as float days under the following conditions:

(i) In an effort to ensure that the scheduling of unpaid mandatory furlough time off is distributed throughout the term of this agreement, such unpaid time off will be scheduled quarterly unless there is mutual agreement between the Agency and employee to schedule more days in some quarters and fewer in others. In no case will an employee take more than two (2) days (sixteen (16) hours) in a month.

(ii) Employees will have their choice of days off subject to Agency operating requirements. Employees will submit a mandatory unpaid mandatory furlough time off request form to their supervisors at least thirty (30) calendar days before the start of each quarter and supervisors will respond within fifteen (15) calendar days before the start of each quarter. If there is a conflict in requested days off, that conflict shall be resolved by granting the days off to the person who made the first request.

(iii) If the unpaid mandatory furlough time off is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the time off is rescheduled and taken within the next quarter (except for the last quarter in the biennium, during which the Agency may reschedule such time during the same quarter).

(iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a thirty-two (32) hour workweek.

6. No employee will be required to take a mandatory unpaid furlough day on a recognized holiday unless the employee and supervisor agree otherwise.

7. Temporary employees will be unscheduled for mandatory unpaid furlough days.
8. Mandatory unpaid furlough time off will not count as a break in service and shall not affect seniority.
9. Mandatory unpaid furlough time off shall not add to the length of an employee's trial service period.
10. Deductions from pay of an FLSA exempt employee for absences due to a budget required mandatory unpaid furlough day shall not disqualify the employee from being paid on a salary basis except in the workweek in which the mandatory unpaid furlough time off occurs and for which the employee's pay is accordingly reduced.
11. If an FLSA exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes a mandatory unpaid furlough day, then such employee shall be eligible for pay at the rate of time and one half (1 1/2x) for hours in excess of forty (40) hours that workweek.
12. Mandatory unpaid furlough time off shall only be considered time worked for: a) holiday pay computations, and b) vacation, sick leave and personal accrual.
13. Subject to PEBB eligibility rules, mandatory unpaid furlough days shall be considered time worked for purposes of computing the Employer's insurance contributions.
14. Unless required by law, no employee shall be authorized to substitute other types of unpaid absences or paid leave to replace mandatory unpaid furlough time off.
15. Full-time employees shall take mandatory unpaid furlough time off in eight (8) hour blocks.
16. Part-time employees shall take mandatory unpaid furlough time off in blocks equal to their actual scheduled workday.
17. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough time off.
18. If an Agency closure day is scheduled on a day in which an employee is scheduled to work more or less than an eight (8) hour workday, the employee, with Agency approval, will adjust his/her schedule in a manner which is consistent with the practice that is used during a week there is a holiday. In either case, the employee's schedule will not exceed a thirty-two (32) hour workweek. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.
19. An employee shall not work on a date designated as a mandatory unpaid furlough time off. However, the Agency Head or designee for operational needs, may require the employee to work and reschedule the mandatory unpaid furlough time off.

20. Should the designated Agency closure date fall on an employee's regularly scheduled day off, subject to Agency approval, the employee shall take the mandatory unpaid furlough time off on an alternate workday. If the preferred workday is not available, the Agency shall schedule the time off on an alternate workday.

(i) If the alternate time is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the mandatory unpaid furlough time off is rescheduled and taken within the following quarter (except for the last quarter in the biennium, during which the Agency may reschedule such time during the same quarter).

(ii) The Agency shall not incur any penalty or overtime payment for adjustments to employee's schedules not to exceed a thirty-two (32) hour workweek.

21. For payroll purposes, mandatory unpaid furlough days shall be assigned a specific payroll code(s).

LIST OF AGENCIES/PROGRAMS/DIVISIONS OFFICE CLOSURE²

DCBS (Building Codes Division)
DCBS (Fiscal/Business Services Division, Director's Office & Information Management Division)
DEQ
Real Estate Agency
DOC Dentists
SOCP (Central Administration Staff)
CCB
Employment Department (Hearings Panel)
State Lands
OSFM

LIST OF AGENCIES/PROGRAMS/DIVISIONS USE OF FLOAT DAYS

DOJ (Attorneys)
Military Department (includes Office of Emergency Management)
OLCC
OSP Support Unit
SOCP (Habilitative Training Technician 2, Licensed Respiratory Care Technician, LPN, Mental Health Therapy Technician)
OSH (Mental Health Registered Nurses, Nurse Practitioners)
DPSST
OSH Physicians
DLCD
OYA (Juvenile Parole and Probation Officers and Assistants)

² Where there are more unpaid furlough days than office closures, employees will take remaining days as float days.

LETTER OF AGREEMENT #13
MANDATORY UNPAID TIME OFF
CLARIFICATIONS FOR IMPLEMENTATION

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the American Federation of State, County and Municipal Employees, AFSCME (Union). The parties agree to the following clarifications for implementation of the mandatory unpaid time off tentative agreement.

1. For purposes of a guideline, the tiered obligation for floating mandatory unpaid time off days has been equally split between the fiscal years in the biennium.

Tier	Sept. 2009 – June 2010	July 2010 – June 2011
1 - \$2450 and below	5	5
2 - \$2451 - \$3100	6	6
3 - \$3101 and above	7	7

2. Requests for floating mandatory unpaid time off days for September through December 2009.

Since the requirement to submit requests for floating mandatory unpaid time off days cannot be submitted 30 days prior to the start of the quarter, the following will apply for such requests for September 2009 and the October – December 2009 quarter. Any time through October 15, 2009, employees may request to take up to two (2) float mandatory unpaid time off in each month in this quarter. The supervisor will have up to fifteen (15) days to respond to the employee’s request for the unpaid day (MUTO/Furlough).

3. Scheduling floating mandatory unpaid time off for newly hired, reemployed, recalled and transferred employees.

At the time of an employment offer letter, the employee shall be given the dates in the current and/or next quarter that have been designated as floating mandatory unpaid time off days.

4. Seasonal employee—calculation of mandatory unpaid time off obligation.

Full-time FTE seasonal employee’s mandatory unpaid time off days obligation shall be determined by using the following formula as a guideline:

$$(MS \div TM) \times TO$$

Where:

- MS = Estimated number of months the seasonal employee will work during the period in which mandatory unpaid time off must be taken.
- TM = Total number of months during the ‘09-‘11 biennium during which mandatory unpaid time off must be taken (which is 22 months).

TO = Total number of mandatory unpaid time off days required for the biennium for the salary tier for the employee.

Example: The employee's seasons include the months of May through October 2010 and May and October 2011. The seasonal employee is expected to work both seasons. However, since the term of the CBA begins September 1, 2009 and ends on June 30, 2011, only September and October 2009, May through October 2010 and May and June in 2011 count for determining the mandatory unpaid time off obligation. Consequently, there are nine (9) months of the employee's seasons in the biennium that count. The seasonal employee is in the top salary tier which has a maximum of fourteen (14) mandatory unpaid time off (MUTO) days. The calculation is the following:

$$(MS \div TM) = (9 \text{ months} \div 22 \text{ months}) = .409$$

$$TO = 14 \text{ days}$$

$$(9 \div 22) \times 14 = 5.73 \text{ days}$$

Rounding to nearest whole number = 6 mandatory unpaid time off days (8 hours each).

Part-time FTE seasonal employee's mandatory unpaid time off obligation is prorated based on the scheduled hours for the part-time seasonal employee in the month. The same formula is used for part-time employees to calculate the number of days they are obligated to take. The mandatory unpaid time off obligation shall be prorated using the following formula as a guideline:

$$(SSH \div FTH) \times 8 = MH$$

Where:

SSH = The scheduled hours in a month for the part-time seasonal employee.

FTH = The number of full-time hours in a month.

8 = The number of hours in a full-time mandatory unpaid time off day obligation.

MH = The number of mandatory unpaid time off hours required for a mandatory unpaid time off day for the part-time seasonal employee.

Example: Using the facts in the example used for full-time calculation (6 mandatory unpaid time off days), but adding that the part-time seasonal is scheduled to work three-quarter (3/4) time for the month, 3/4 time is equivalent to 130 hours (i.e., 3/4 of the 173.33 full-time hours in a month). The calculation is:

$$(130 \text{ hours} \div 173.33 \text{ hours}) \times 8 = 6 \text{ hours}$$

The 3/4 time employee would take 3/4 of a work day (i.e., 6 hours) off for a mandatory unpaid time off day scheduled for the month.

Seasonal employees employed multiple seasons and/or by multiple agencies, will be dealt with on an Agency by Agency basis to determine the number of mandatory unpaid time off days.

5. Demotions, promotion, reclassification resulting in a change in salary tier for mandatory unpaid time off.

The effective date for a change in salary tier and a change in the mandatory unpaid time off obligation of an employee will be the effective date of the personnel action. However, if the effective date is after the 15th of the last month in a quarter, the change will be effective the following quarter.

6. Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP) during closures.

For employees observing mandatory unpaid closure days, if an employee is on leave without pay when a mandatory unpaid time off closure day occurs, the employee will not be required to make up the missed mandatory unpaid time off day.

7. Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP) and float day observance.

For employees observing mandatory unpaid float days, if an employee's scheduled mandatory unpaid time off day occurs when the employee is on leave without pay, the employee will be required to take or schedule the mandatory unpaid float day, unless the employee is on leave without pay for the entire calendar month.

If an employee returns to work the 15th day or before in the last month of a calendar quarter, the employee shall schedule and take the mandatory unpaid float day in that quarter, or with approval may schedule one mandatory unpaid float day in the following quarter.

8. Employees returning to work from unpaid leave without pay in the last month of a calendar quarter.

If an employee returns to work from LWOP after the 15th day in the last month of a calendar quarter, the employee will not be required to take the floating mandatory unpaid time off for that quarter.

9. Scheduling of vacation and mandatory unpaid time off.

In Agencies where vacation schedules or comp time off must be requested in advance and the advance requests cover periods of time beyond the quarterly scheduling of mandatory unpaid time off days, the prescheduled vacation or comp time off shall take precedence over scheduling of mandatory unpaid time off days. However, the quarterly scheduling of unpaid time off shall take precedence over short term vacation or comp time off requests.

Once mandatory unpaid time off has been scheduled, requests for vacation may be denied for operational reasons and cannot cause a rescheduling of mandatory unpaid time off days of other employees.

Employees may schedule a mandatory unpaid time off day as part of their vacation request. E.g., an employee may request a week's vacation that includes a mandatory unpaid time off day. Also, if an employee requests and is approved for vacation in the future, at the time of submitting his/her quarterly mandatory unpaid time off request form for the quarter in which the vacation is approved, the employee may request to substitute mandatory unpaid time off for pending vacation time. However, in no case shall an employee take more than two (2) mandatory unpaid time off days in a month. If seniority is used as a tiebreaker or to bump a pre-approved vacation there shall be no substitution with mandatory unpaid time off days.

10. Scheduling of pre-approved paid sick leave and mandatory unpaid time off.

Employees who have pre-scheduled, paid sick leave (e.g., elective surgery, maternity leave, etc.) may substitute a mandatory unpaid time off day for the pre-approved paid sick leave. The request to substitute is made at the time of submitting his/her quarterly mandatory unpaid time off request form for the quarter in which the sick leave is approved. However, in no case shall an employee take more than two (2) mandatory unpaid time off days in a month.

11. Employees called in to work on a mandatory unpaid time off day off.

In the event an employee is called in to work on a date designated as a mandatory unpaid time off day due to operational needs, the employee and supervisor shall arrange to take the remainder of the mandatory unpaid time off at a mutually agreeable time. The remaining mandatory unpaid time off, with approval from the supervisor, may be taken during the employee's work week, as long as the work week does not exceed thirty-two (32) hours, or at another time. If the remaining hours of mandatory unpaid time off to be made up are less than an employee's full scheduled work day, the employee may either split a work day (mandatory unpaid hours plus regular work hours) to make a full work shift or make alternate arrangements for the remainder of the shift, including but not limited to using appropriate accrued leave. If the remaining portion of the mandatory unpaid time off is not mutually scheduled or taken within the applicable quarter, then management reserves the right to ensure the remaining portion of the mandatory unpaid time off day is rescheduled and/or taken no later than the following quarter.

12. Adjusting the mandatory unpaid time off day off obligation for employees hired after September 1, 2009.

Employees hired after September 1, 2009 will have their mandatory unpaid time off obligation adjusted for the time remaining to June 30, 2011. The attached table identifies the obligation remaining for new hires by calendar quarter.

13. NEW DISCUSSION: Non emergency changes to employees observing fixed closure days.

This LOA does not preclude schedule changes pursuant to the CBA.

Employees who are attending or presenting at conferences or traveling on closure days may convert the closure day to a float day for that quarter.

For Board and Commission meetings scheduled on a closure day, that closure day may be converted into a float day.

Mandatory Unpaid Time Off Obligation Remaining by Salary Tier																			
Year	Quarter	Months	10 Closures	NEW HIRE Obligation (with Agency Closures and/or Floats)			SEPARATING EMPLOYEE Obligation ¹ (with Agency Closures and/or Floats)												
				Hire Date	Tier 1	Tier 2	Tier 3	Separation Date ²	Tier 1	Tier 2	Tier 3								
2009	3	September	0	9/1/09-10/15/09	10	12	14	9/1/09-11/26/09	1	1	1								
	4	Oct 16 (fixed)	1	10/16/09-11/26/09	9	11	13												
		Nov 27 (fixed)	1	11/27/09-3/18/10	8	10	12	11/27/09-12/31/09	2	2	2								
		December	0																
2010	1	January	0	3/19/10-4/15/10	7	9	11	1/1/10-1/31/10	2	2	3								
		February	0					2/1/10-2/28/10	2	3	3								
		Mar 19 (fixed)	1					3/1/10-4/15/10	3	3	4								
		Apr 16 (fixed)	1					4/16/10-6/17/10	6	8 ³	10 ³	4/16/10-4/30/10	4	4	5				
	May	0	5/1/10-5/31/10	4	5	5													
	2	Jun 18 (fixed)	1	6/18/10-6/30/10	5	7 ³	9 ³	6/1/10-6/30/10	5	6	6								
		July	0	7/1/10-8/19/10	5	6	7	7/1/10-8/19/10	5	6	7								
		Aug 20 (fixed)	1	8/20/10-9/16/10	4	5	6	8/20/10-9/16/10	6	7	7								
	3	Sept 17 (fixed)	1	9/17/10-11/25/10	3	4	5	9/17/10-11/25/10	7	8	8								
		October	0																
		Nov 26 (fixed)	1									11/26/10-3/17/11	2	3	4	11/26/10-11/30/10	8	9	9
		December	0													12/1/10-12/31/10	8	9	10
2011	1	January	0	3/18/11-3/31/11	1	2	3	3/18/11-3/31/11	9	11	12								
		February	0									4/1/11-5/19/11	1	2	2	4/1/11-5/19/11	9	11	13
		Mar 18 (fixed)	1																
	2	April	0	5/20/11-6/15/11	1 ⁵	1 ⁵	1	5/20/11-6/30/11	10	12	14								
		May 20 ⁴ (fixed)	1																
		June	0									6/16/11-6/30/11	0	0	0				

NOTES:

¹ Employees who retire or otherwise separate from the State prior to the end of the biennium are required to schedule and take the number of mandatory unpaid time off days identified for their separation date prior to separating. The mandatory unpaid time off days must be scheduled quarterly, unless an alternate plan is agreed upon between the employee and supervisor, to ensure the obligation is completed prior to separation.

² Break points for separation dates are based either on closure dates or the end of a month (typically the day before a retirement effective date).

³ An employee hired after June 15, 2010 will not be required to take the float mandatory unpaid time off day for that FY. However, the obligation shall be taken in the subsequent fiscal year.

⁴ Tier 1 & 2 promotions and reclassifications upwards, effective after May 20, 2011, will not have an additional mandatory unpaid time off obligation.

⁵ The one day mandatory unpaid time off obligation only applies to employees who observe all float days. Those who observe closures have no further obligation after May 20, 2011, except for Tier 3.

LETTER OF AGREEMENT #14
STEP FREEZE ADVANCEMENT AND ADD/DROP STEPS

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

This agreement shall cover all agencies and AFSCME locals under the jurisdiction of the AFSCME Central Table.

This agreement supersedes all provisions in all agreements pertaining to step advancement upon the affected employees' salary eligibility dates (SED).

Effective September 1, 2009, the Letter of Agreement dated December 13, 2007 to add and drop steps for each salary range in all classifications in the bargaining units is suspended.

Effective September 1, 2009, the following shall also apply:

1. Employees advancing to the new top step of their classification on or after July 1, 2009 through August 31, 2009 as a result of the December 14, 2007 Letter of Agreement will have their pay reduced to the prior top step. Employees advancing to a higher first step by virtue of the first step being dropped shall not have their pay reduced.
2. Employees advancing on the pay scale within their classification's salary range on or after July 1, 2009 through August 31, 2009 will be restored to their former step in effect prior to implementation of the December 13, 2007 Letter of Agreement.
3. For purposes of step advancement under the applicable provision of the agreements, employees having steps remaining in their classification after June 30, 2009 shall not receive these step advancements during the freeze period.
4. This agreement does not affect the initial increase upon promotion and reclassification upward but does affect any subsequent step advancement in the new classification. However, promotions or reclassifications to the new top step shall be subject to subsection #1 above.
5. For initial appointments in the state service occurring between July 1, 2009 and September 1, 2009, the affected employee shall receive a one step increase on September 1, 2010 and on their SED as pursuant to the local agreements. This subsection shall not apply to OAJA.
6. For purposes of promotion, if the employee promotes on the first of the month that date becomes the salary eligibility date (SED). For employees promoted after the first of the month the salary eligibility date will be established as the first of the month following the date of promotion.
7. The step freeze shall continue for twelve (12) months through August 31, 2010.
8. When the step freeze is lifted, an employee receiving a merit step or advanced to the new top step in July or August of 2009 will be restored on September 1, 2010 to the higher

rate that was in effect through August 31, 2009. All other employees will commence receiving step increases on their salary eligibility date (SED) effective September 1, 2010.

LETTER OF AGREEMENT #15
ALTERNATIVES TO LAYOFF

This agreement is between the State of Oregon acting through its Department of Administrative Services (Employer) on behalf of the Agencies covered under the jurisdiction of the AFSCME Central Table (Agency) and AFSCME Council 75 (Union).

The parties agree to the following:

1. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.
2.
 - A. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.
 - B. All discussions that take place under this agreement shall not be subject to Article 9 (Complete Agreement/Past Practice) in the Real Estate Agency/AFSCME Agreement; Article 1 (Recognition) in the Oregon State Police Support Unit/AFSCME Agreement; Article 10 (Complete Agreement/Past Practices) in the Oregon Liquor Control Commission/AFSCME Agreement; and Article 9 (Complete Agreement/Past Practice) in the Construction Contractors Board/ AFSCME Agreement.
3. This agreement becomes effective on the first of the month following the date the Agency agreement is signed and automatically ends June 30, 2011, unless the parties agree to amend or extend its terms.

LETTER OF AGREEMENT #16
DURATION OF LAYOFF LISTS

This proposal shall apply to all agreements covered by the AFSCME Central Table except the Department of Justice attorneys.

The parties agree to the following:

If there is a conflict between this agreement and any local agreement, this agreement shall prevail.

For recall purposes under Article 12 (Layoff), the terms of eligibility for candidates placed on the Agency Layoff List and Secondary Recall List shall be three (3) years from the date of placement on the Agency Layoff List and Secondary Recall List. The third year extension for recall shall not affect timelines or other terms and conditions of the agreement except the following conditions shall apply for any candidate who is recalled after the two (2) years, but before the end of the third year:

- Seniority shall be adjusted by the amount of break in service.
- The candidate shall be paid at the same salary step at which such candidate was being paid at the time of layoff.
- The Recognized Service Date (RSD) will be adjusted by the amount of the break in service and vacation accrual rates will resume at the candidate's rate at the time of layoff.
- The Salary Eligibility Date will be adjusted by the amount of break in service.
- Any candidate who is recalled after the initial two (2) year period will be subject to all provisions of trial service in all local agreements except that trial service will be for ninety (90) days.

This agreement shall apply to all employees on Agency Layoff List and the Secondary Recall List upon execution of the agreement as well as anyone laid off during the term of this agreement.

This agreement shall sunset on June 30, 2011. However, an employee laid off shall remain on the Agency Layoff List and Secondary Recall List pursuant to the terms of this agreement, if not removed from the list.

LETTER OF AGREEMENT #17
REGARDING PREMIUM INCREASES BETWEEN 5% AND 10%

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

1. Increases in premium costs above five percent (5%), but less than ten percent (10%), in plan years 2010 and 2011, will be paid by the Employer for the non-General Fund share of such costs.
2. The parties shall jointly petition the Public Employees' Benefit Board (PEBB) to pay for the General Fund share of increases above five percent (5%), but less than ten percent (10%), in plan years 2010 and 2011 out of PEBB reserves. Should this become necessary, the parties shall jointly request that PEBB first access PEBB Stabilization Fund reserves and only draw on money in the standard Demutualization Account in the event that there is not enough money in the Stabilization Fund to pay for the increase without jeopardizing PEBB's ability to self-insure.

LETTER OF AGREEMENT #18
PEBB RESERVE REIMBURSEMENT

1. The Legislature allocated \$32 million General Fund in the 2009-2011 budget for increases in public employee health insurance costs (up to 5.0% per plan year) during the life of the 2009-2011 collective bargaining agreement between the parties.
2. If the State does not expend the entire \$32 million General Fund allocation, per Section 1 above, the State will request the Legislature, or the Emergency Board if the Legislature is not in session, to release any unspent portion of the \$32 million General Fund (and corresponding other funds). The purpose of requesting release of the remaining funds is to reimburse the PEBB for expenditures PEBB may agree to make from the Stabilization Fund (SF) reserves to offset premium increases in excess of the budgeted 5.0% during the 2010 and/or 2011 benefit plan years.
3. Prior to July 1, 2010, the State shall request the Legislature or Emergency Board, whichever is in session, to release all of the appropriate funds as noted above.
4. The Union will receive prior notification of submission of the request to the Legislature or Emergency Board.

LETTER OF AGREEMENT #19 - PROVIDER TAX ASSESSMENT

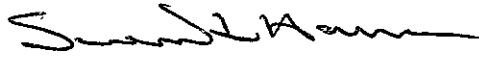
The parties recognize that, pursuant to HB 2116, the State of Oregon has levied an assessment on PEBB claims.

Should PEBB increase the rates it charges to the Employer based on this assessment, the Employer will pay for the portion of the rate increase that is attributable to the assessment. These payments will be in addition to the up to five percent increase in premium costs provided under the insurance article of the agreement and shall be made without petitioning PEBB to use reserves.

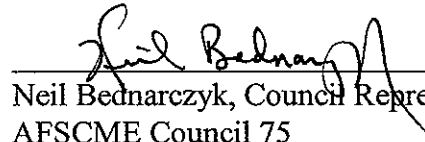
Signed this 21st day of September, 2009, in Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES



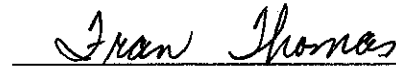
Scott L. Harra, Director
Department of Administrative Services



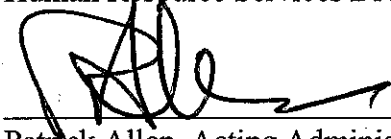
Neil Bednarczyk, Council Representative
AFSCME Council 75



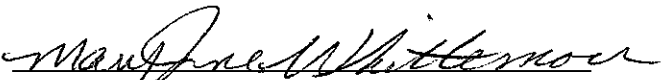
Diana L. Foster, Administrator
Human Resource Services Division



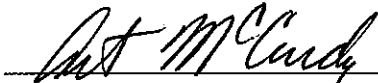
Fran Thomas, Bargaining Team Member



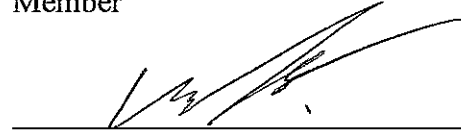
Patrick Allen, Acting Administrator
Building Codes Division



Mary Jane Whittemore, Bargaining Team
Member



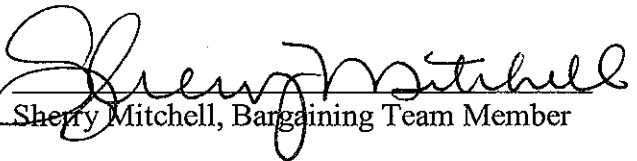
Art McCurdy, State Labor Relations Manager
Human Resource Services Division



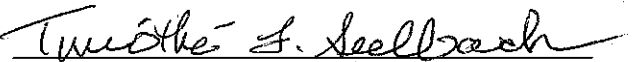
Wayne Parker, Bargaining Team Member



Salvador Llerenas, Administrator
Employee Services
Department of Consumer & Business Services



Sherry Mitchell, Bargaining Team Member



Timothe Seelbach, Bargaining Team
Member

APPENDIX A
FACT SHEET

This form is to be used by the employee and steward to aid in investigating a possible violation of contract. Use additional pages to document details, if needed.

EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____ DATE OF HIRE _____

DATE OF CLASSIFICATION _____ WORK LOCATION _____

What happened? Also describe incidents which gave rise to the issue(s):

Who was involved? Give names and titles (include witnesses):

When did it occur? Give day, time, date(s):

Where did it occur? Specific locations:

Why do you think there is a violation of the contract?

What adjustment is required? What must be done to correct the problem?

Additional comments. Use reverse side if needed:

EMPLOYEE'S SIGNATURE _____ DATE _____

STEWARD _____ DATE _____

APPENDIX B

SALARY SCHEDULE									
11/1/08									
RANGE	1	2	3	4	5	6	7	8	9
9			1847	1915	1980	2058	2132	2216	2302
11	1847	1915	1980	2058	2132	2216	2302	2381	2480
12	1915	1980	2058	2132	2216	2302	2381	2480	2586
13	1980	2058	2132	2216	2302	2381	2480	2586	2696
15	2132	2216	2302	2381	2480	2586	2696	2814	2945
17	2302	2381	2480	2586	2696	2814	2945	3088	3236
19	2480	2586	2696	2814	2945	3088	3236	3386	3548
21	2696	2814	2945	3088	3236	3386	3548	3726	3904
23	2945	3088	3236	3386	3548	3726	3904	4090	4288
24	3088	3236	3386	3548	3726	3904	4090	4288	4495
25	3236	3386	3548	3726	3904	4090	4288	4495	4716
26	3386	3548	3726	3904	4090	4288	4495	4716	4951
27	3548	3726	3904	4090	4288	4495	4716	4951	5188
29	3904	4090	4288	4495	4716	4951	5188	5442	5704
30	4090	4288	4495	4716	4951	5188	5442	5704	5986
31	4288	4495	4716	4951	5188	5442	5704	5986	6269
32	4495	4716	4951	5188	5442	5704	5986	6269	6565
17I	2369	2467	2569	2675	2792	2922	3060	3201	3350
21I	2724	2846	2981	3120	3264	3418	3579	3746	3921
24I	3115	3258	3413	3574	3739	3914	4100	4292	4494
25I	3375	3535	3702	3873	4056	4246	4445	4654	4874
28I	3770	3946	4134	4325	4530	4744	4966	5200	5445
29I	4031	4222	4419	4627	4845	5074	5312	5562	5824
31I	4465	4674	4894	5125	5364	5618	5883	6159	6447
33I	4864	5093	5331	5583	5848	6123	6410	6715	7034

SALARY SCHEDULE**7/1/09**

RANGE	1	2	3	4	5	6	7	8	9
9			1915	1980	2058	2132	2216	2302	2381
11	1915	1980	2058	2132	2216	2302	2381	2480	2586
12	1980	2058	2132	2216	2302	2381	2480	2586	2696
13	2058	2132	2216	2302	2381	2480	2586	2696	2814
15	2216	2302	2381	2480	2586	2696	2814	2945	3088
17	2381	2480	2586	2696	2814	2945	3088	3236	3386
19	2586	2696	2814	2945	3088	3236	3386	3548	3726
21	2814	2945	3088	3236	3386	3548	3726	3904	4090
23	3088	3236	3386	3548	3726	3904	4090	4288	4495
24	3236	3386	3548	3726	3904	4090	4288	4495	4716
25	3386	3548	3726	3904	4090	4288	4495	4716	4951
26	3548	3726	3904	4090	4288	4495	4716	4951	5188
27	3726	3904	4090	4288	4495	4716	4951	5188	5442
29	4090	4288	4495	4716	4951	5188	5442	5704	5986
30	4288	4495	4716	4951	5188	5442	5704	5986	6269
31	4495	4716	4951	5188	5442	5704	5986	6269	6565
32	4716	4951	5188	5442	5704	5986	6269	6565	6875
17I	2467	2569	2675	2792	2922	3060	3201	3350	3506
21I	2846	2981	3120	3264	3418	3579	3746	3921	4104
24I	3258	3413	3574	3739	3914	4100	4292	4494	4706
25I	3535	3702	3873	4056	4246	4445	4654	4874	5104
28I	3946	4134	4325	4530	4744	4966	5200	5445	5702
29I	4222	4419	4627	4845	5074	5312	5562	5824	6098
31I	4674	4894	5125	5364	5618	5883	6159	6447	6479
33I	5093	5331	5583	5848	6123	6410	6715	7034	7368