

# COLLECTIVE BARGAINING AGREEMENT



*between*

# DAS

DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES

*on behalf of*

*The Construction Contractors  
Board  
and*

# AFSCME

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES

2011  
-  
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# CCB

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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 Construction Contractors Board (hereinafter the "Agency"), and the American Federation of State, County and Municipal Employees, (hereinafter the "Union"), for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

## ARTICLE 1 - RECOGNITION

### Section 1.

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for all classified employees of the Construction Contractors Board excluding supervisory, confidential and managerial employees as defined by ORS 243.650, employees working less than half-time, and temporary employees within the meaning of ORS 240.309.

### Section 2.

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

## ARTICLE 2 - MANAGEMENT RIGHTS

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

## ARTICLE 3 - UNION RIGHTS

### Section 1.

The Union will select certain of its agents, who are not Agency employees as "Union Representatives," and certify, in writing, their names to the Administrator of the Agency.

### Section 2.

Union representatives will be allowed to visit the work areas of the employees during work hours, after advising the Administrator of the Agency, or his/her designee, of

their presence for the purpose of meeting with employees regarding matters affecting their employment. Such visits shall not interfere with the normal flow of work. Council 75 hired business agents, organizers or employees will be limited to visits on non-duty time, except for grievance or unfair labor practice investigations.

Section 3.

The internal business of the Union shall be conducted by the employees during their non-duty hours.

Section 4.

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

Section 5.

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

Section 6.

Not more than thirty (30) minutes shall be granted for the Union to make a presentation at the orientation of a new employee or group of new employees or at such other time agreeable to the Agency. The purpose of the Union's presentation shall be for the purpose of identifying the Union's status, organization benefits, facilities, related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes. The Agency shall provide the Union advance notice of the time and place of new employee orientation meetings.

Section 7.

The Agency shall provide a 36" X 24" bulletin board for the use of the Union in communications dealing with social functions, meetings, elections, Union appointments and such other information as may be approved by the Agency's Administrator or designee.

Section 8.

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

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. 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.

#### Section 11. 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.

- a. 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.
- b. 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.
- c. 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.
- d. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
- e. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.

- f. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
- g. 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 release time, regular base wage and benefits, for attendance at the applicable conference.
- h. 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 Sate for the purpose of complying with these provisions.

#### Section 12. Reports

Upon request and no more than once a quarter the Agency shall provide to the Union the names of any temporary / Limited duration employees (management / unrepresented / bargaining unit) hired, reason for the hire and expected duration of the appointment.

Upon request and no more than once a quarter, the Agency shall provide to the Union the names of all employees in double fill positions, the reason for the double fill and the expected duration of the appointment if available.

Upon request, the Agency shall provide to the Union on an annual basis the Agency organization charts showing management positions and the positions they supervise.

### ARTICLE 4 - LAWS AND REGULATIONS AND SAVINGS

#### Section 1.

This Agreement is subject to all applicable existing and future laws of the State of Oregon and the United States. In the event of a conflict between a provision of this Agreement and a rule or regulation of the Department of Administrative Services or any of its Divisions, the terms of this Agreement shall prevail.

#### Section 2.

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 remains 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.

### ARTICLE 5 - UNIT CLARIFICATION

#### Section 1.

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

#### Section 2.

Upon excluding any positions from the bargaining unit the Labor Relations Unit shall send formal written notice of the exclusion(s) including a list of the exclusion(s) and position descriptions to the Union. Those positions questioned by the Union shall be

discussed with the Employer within ten (10) days from the date of formal written notification.

## ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

### Section 1.

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, physical or mental handicap, national origin, political affiliation, or marital status. The Union further agrees that it will cooperate with the Agency's implementation of applicable Federal and State laws and regulations, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, pertaining to affirmative action.

### Section 2.

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

Discrimination complaints will not be subject to the grievance procedure contained in this Agreement.

### Section 3.

a. The Employer and the Union agree to continue their policies of not discriminating against any employee because of sexual orientation.

b. Sexual orientation discrimination complaints will be subject to the grievance procedure (Article 12) beginning at Step 3 until such time as the Bureau of Labor and Industries is given jurisdiction over such matters. Once the Bureau of Labor and Industries is given jurisdiction, such complaints will be processed in the same manner as complaints in Sections 1 and 2.

## ARTICLE 7 - AVAILABILITY OF THE PARTIES TO EACH OTHER

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

## ARTICLE 8 - UNION SECURITY

### Section 1. Dues Deduction.

Employer agrees to deduct the monthly membership dues from the pay of those employees who individually request such deductions in writing. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions shall be remitted monthly together with an itemized statement, to the Treasurer of the Union.



Section 2. Fair Share.

The terms of the contract have been made for all employees in the bargaining unit, not solely for members of the Union. The parties recognize that it is fair that each employee in the bargaining unit should bear a fair share of the costs incurred by the Union in meeting its responsibilities as a recognized bargaining unit representative.

Each employee not exempt under recognition of this contract shall, within thirty (30) days of hire, have deducted monthly from his/her pay by the State, a sum equal to the amount of current Union dues. Such sum shall constitute the employee's dues if he/she is a member of the Union, or shall otherwise constitute that employee's fair and equitable contribution to the expenses of administering this contract on his/her behalf by the Union. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

The deduction and disbursement to the Union of dues and service fees provided herein shall be accomplished monthly by the State.

Any employee who is a member of a bona fide religious organization which teaches as a doctrine of their faith that payment of Union dues is wrong may follow the procedures allowed by State law to have his/her in lieu of dues payment paid to a nonreligious charity.

The Union shall indemnify and save the Employer 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 Employer for the purpose of complying with the provisions of this section.

Section 3. Employee Statistics.

The Labor Relations Unit and the Agency will, upon request of the Union, provide any regularly produced computer runs containing nonconfidential statistics of the Union's bargaining unit members. This will include one (1) printout annually showing names and addresses of all bargaining unit employees and monthly information currently furnished. Any costs incurred in compiling and photocopying these statistical reports under this Agreement shall be billed to the Local Union making the request.

ARTICLE 9 - COMPLETE AGREEMENT/PAST PRACTICE

Section 1.

This Agreement incorporates the sole and complete agreement between the parties resulting from negotiations held pursuant to the provisions of ORS 243.650 et. seq. It is acknowledged that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter for collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, if any, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. The Union further agrees to waive the right to bargain over any other mandatory subject of bargaining during the life of the Agreement unless the Agency seeks to change an existing or establish a new written policy as outlined in Sections 3-8 of this Article. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the Employer and the Union.

## Section 2.

To the extent they are not in conflict with the terms of the collective bargaining agreement or Agency policies, the parties agree that the DAS Human Resource Services Division policies may be consulted to provide guidance to the Agency.

## Section 3. Policy Changes or New Policies.

a. Should the Agency change a written policy or issue a new policy which affects the working conditions of the bargaining unit members, and the working conditions(s) is a mandatory subject of bargaining, notice will be given to the Union. If the Union believes such action to be unreasonable and the issue is a mandatory subject of bargaining, then, within seven (7) days of the date upon which the Union knows, the Union shall request that the Employer negotiate such matter.

b. If the Union is not notified of such change regarding a mandatory subject of collective bargaining the policy shall be null and void, unless extended by mutual agreement.

## Section 4.

Any meeting requested under this Article shall occur within five (5) days of:

- a. The Union's request to negotiate when the parties are in agreement that the subject is a mandatory subject of bargaining; or
- b. An Employment Relations Board ruling that the issue is a mandatory issue of bargaining.

If agreement is reached, it shall be reduced to writing and signed by both parties. If the parties are unable to reach agreement within fourteen (14) days following the negotiations and the Union continues to believe the written policy to be unreasonable, it shall notify the Employer of its intent to subject the matter to arbitration. Such written notification must be made during the fifteen (15) day period immediately following the above mentioned fourteen (14) day period. Failure to file such written notification within the prescribed time shall be understood by both parties to waive the Union's right to any further objection.

## Section 5.

Should the Union decide to carry the matter to arbitration, the parties shall meet within the five (5) days immediately following receipt of notification of the Union's desire to arbitrate to select an arbitrator. Selection of an arbitrator shall be prescribed in Article 12 (Grievance Procedure).

## Section 6.

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, unless the award is vacated pursuant to ORS 240.086. The power of the arbitrator in this process shall be limited to determining whether the policy, procedure or rule is unreasonable. If the arbitrator's ruling is that the policy, procedure or rule is unreasonable, the Agency shall immediately withdraw the policy, procedure or rule. Unreasonable for purposes of this Article means that the balance of reason is in favor of not making the change. In other words, the negative effect upon bargaining unit members outweighs the need or benefit to the Employer.

Section 7.

The arbitrator fee and expenses shall be paid in the same manner outlined in Article 12, Section 7(Grievance Procedure).

Section 8.

Time limits specified in this procedure must be observed, unless either party requests a specific extension of time which, if agreed to, must be stipulated in writing and shall become part of the record.

ARTICLE 10 - AGENCY PERSONNEL POLICIES

Upon request, the Agency shall provide a copy of its written personnel policies to the Union. When a change of a policy occurs, a copy will be sent to the Union, and a copy will be posted.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

Section 1.

The principles of progressive discipline shall be used. An employee may only be given a formal written reprimand, suspended, reduced in pay, demoted or discharged for just cause.

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 Article 12 (Grievance Procedure).

b. A formal written reprimand, 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 12 (Grievance Procedure).

Section 3.

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

Section 4.

It is the intent of the Agency that discipline not be administered in the presence of other employees or the public, whenever possible.

Section 5.

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

b. Any employee who is absent for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

Section 6.

The Agency will forward all written reprimands and notices of reduction, suspension, demotion, predissmissal, and dismissal to the Union on the same day it notifies the employee.

Section 7.

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local union steward or an AFSCME Council Representative before the interview, but such consultation shall not cause an undue delay.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1.

A grievance is a dispute which arises concerning the application, meaning or interpretation of this Agreement and shall be resolved by the following procedure:

It is however agreed and understood that aggrieved employee(s) and the Job Steward, if either the employee or the supervisor requests the Stewards presence, must first attempt to resolve complaints which may result in formal grievances or grievances informally with the immediate supervisor.

Timelines noted in the following Steps apply to all grievances except for formal written reprimands, reductions in pay, demotions, suspensions and discharges for which the timelines established in Article 11 (Discipline and Discharge), shall apply.

Step 1. Any employee, with notice to the Union, or the Union Representative on the employee's behalf or an employee with a job steward may file a formal grievance at Step 1, in writing, with his/her immediate supervisor within thirty (30) calendar days of the alleged action or the date the employee or the Union knew or should have known of the alleged action. Grievances shall not be frivolous and shall be submitted on the AFSCME Grievance Form and shall contain the articles alleged to have been violated, the specific reasons why the employee feels the articles were violated, and the specific remedy(s) requested. The immediate supervisor shall respond, in writing, to the grievance within fifteen (15) calendar days to the employee, with a copy to the Union.

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

Step 3. If the grievance remains unresolved at Step 2, the Union Representative or the employee may, in writing, appeal to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after response required by Step 2 was received or due whichever is first. The Labor Relations Unit shall respond in writing, to the Union within fifteen (15) calendar days after receipt of the grievance.

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

#### Section 2.

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

#### Section 3.

The Union or the grievant shall not expand upon the original elements and substance of the written grievance. Prior to filing at Step 2 of the Grievance Procedure, the Union or the employee may however, modify, for the purpose of clarity, the articles cited as being violated and the remedy requested.

#### Section 4.

Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following Labor Relations Unit response, may be submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be from the Union, in writing, and mailed or delivered to the Labor Relations Unit within fifteen (15) calendar days of the receipt of the response from the Labor Relations Unit.

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

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

#### Section 5. Selection of the Arbitrator.

In the event that arbitration becomes necessary, the Union and the Employer will select an arbitrator in the following manner:

- a. The Union and the Employer may mutually select an arbitrator.
- b. If the parties do not mutually select an arbitrator, then they shall obtain a list of seven (7) qualified Oregon only arbitrators from the Employee Relations Board and select one arbitrator from the list by alternately striking names, with the party striking first being determined by lot, one (1) name at a time until one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator.

#### Section 6.

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 and benefits, or to mitigate or cancel the penalty as equity suggests under the facts, or to provide any other relief sought which is otherwise proper under the Agreement. The arbitrator's authority

regarding reclassifications shall be addressed in the contract articles dealing with classification and classification changes.

Section 7.

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

Section 8.

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

Section 9.

The employee may choose to proceed without Union representation, as outlined in ORS 243.666(2), through Step 3 of the grievance procedure, however, only the Union may submit a grievance to arbitration.

Section 10.

If at any step of the grievance procedure, the Employer or Agency fails to issue a response within the specified time limits set forth in this Agreement, the grievance shall be automatically advanced to the next step of the grievance procedure unless withdrawn by the grievant or the Union. In no case however will a grievance automatically advance to arbitration. If the employee or Union fails to meet the time limits specified herein, the grievance will be considered withdrawn and cannot be resubmitted.

Section 11.

All so called group grievances involving two (2) or more immediate supervisors and grievances involving subject matters which are beyond the authority of the immediate supervisor to resolve, may, with the mutual agreement of the parties be filed at higher steps up to and including Step 2.

All "group" grievances must be specific at the initial step of the grievance procedure and must detail the articles violated, all employees affected and the reasons for both.

ARTICLE 13 – UNION STEWARDS

Section 1.

The Agency shall recognize two Union Stewards selected from Agency employees to represent Agency employees. The Union shall immediately notify the Agency's manager of Administrative Services of the names of Union Stewards and their successors upon their selection.

Section 2.

Stewards may receive but not solicit, and may discuss complaints and grievances of employees on the premises and time of the Agency, but only to such extent as does not neglect, retard or interfere with the work and duties of the Union Stewards or with the work or duties of employees. Upon notice to their immediate supervisor, Union Stewards shall

be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances.

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

### Section 3.

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

### Section 4.

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

## ARTICLE 14 - PERSONNEL RECORDS

### Section 1.

An employee may, upon request, inspect the contents of his official Agency personnel file except for confidential reports from previous employers. No grievance shall be kept in the personnel files after the grievance has been resolved except the resolution.

### Section 2.

No information reflecting critically upon an employee shall be placed in the employee's personnel files that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his 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 refused to sign the material, the Agency may place the material in the files provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the employee at his/her address of record.

### Section 3.

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

Section 4.

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

Section 5.

Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of two (2) years, provided that there has been no recurrence of the problem or a related problem in the two (2) years. Earlier removal will be permitted, when requested by an employee and approved by the Appointing Authority.

Section 6.

An employee may, upon request, obtain copies of any of the contents of his/her personnel file except for confidential reports from previous employers.

ARTICLE 15 - FILLING OF VACANCIES

Section 1.

The Agency desires to fill bargaining unit vacancies with the best suited applicants available. Within that context, the Agency intends to insure that protected classes are given an opportunity to compete for all openings within the bargaining unit. The Agency will determine the manner and method of selection and determine the individual to fill a vacancy.

Section 2.

The Agency will post for a minimum of five (5) consecutive days the job vacancy that occurs in the bargaining unit which the Agency intends to fill, setting forth the job title, duties, qualifications and salary range. All bargaining unit employees qualified by training and experience will have the right to apply for the position.

Section 3.

If the position is offered for promotion or transfer, and two (2) or more employees possess equal qualifications and are the highest qualified candidates for the position, the Agency will give preference to an employee's length of service with the Agency. A candidate not selected may request the hiring supervisor to provide feedback regarding what the candidate could do to improve his/her potential for selection for future vacancies.

Section 4.

When the Agency chooses to fill a vacancy by lateral transfer, it shall not unilaterally transfer an employee on an arbitrary basis. If the Agency considers voluntary transfer requests, the employee who is determined by the Agency to be the best qualified to meet the knowledge, skills and abilities for the vacant position will be appointed. If two (2) or more employees wishing to laterally transfer have demonstrated equal knowledge, skills and abilities for the position, the most senior will be appointed.

Section 5.

A person accepting a Limited Duration (LD) appointment shall be notified and acknowledge in writing that s/he accepts the conditions of the appointment, which shall include the following:



- a. The appointment is of limited duration.
- b. The appointment may cease at any time.
- c. The LD appointee shall have no layoff rights except as provided in (d) below.
- d. An Agency employee appointed from a permanent position with regular status in the classified State service immediately prior to the LD appointment shall be reinstated to his/her former permanent regular status classification in the Agency when the LD appointment is terminated. The reinstatement right shall be on the same basis as the former regular status position, for example, if the employee was a part-time or job share, the reinstatement is on a part-time or job share basis. If the employee is appointed to a subsequent LD appointment(s) in the Agency without a break in employment prior to reinstatement to his/her former permanent regular status classification, the employee shall retain his/her right to reinstatement. If a position is not available for reinstatement, then the employee is entitled to layoff rights. Reinstatement rights provided herein shall not apply if charges are filed and he/she is discharged as provided in Article 11 (Discipline and Discharge).
- e. The LD appointee in all other respects has all rights and privileges of other classified employees including but not limited to wages, benefits and Union representation under this Agreement.

#### Section 6.

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. Secondary recall lists are applicable to the provisions of Senate Bill 822.

### ARTICLE 16 - TRIAL SERVICE

#### Section 1.

All employees hired, appointed, promoted, or re-employed to a position shall serve a trial service period of six (6) months.

#### Section 2.

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

If such employee was previously a regular status employee in another bargaining unit position in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position in the bargaining unit, unless charges are filed and

he/she is discharged for just cause as provided in Article 12 (Discipline and Discharge). The employee will return to the appropriate salary in the prior classification as if he/she had never left the position.

### Section 3.

An employee's trial service period shall not be extended except in instances where an employee has a leave of absence or by mutual agreement of the parties. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee. The parties may mutually agree to extend the trial service period for any agreed upon time period.

### Section 4.

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

## ARTICLE 17 - CLASSIFICATION AND CLASSIFICATION CHANGES

### Section 1. Work Out of Classification.

a. When an employee is assigned, in writing, by the Agency for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) consecutive calendar days, that employee shall be paid at the first step in the assigned classification or five percent (5%) more than his/her current rate of pay, whichever is greater.

When such assignments are made to work out of classification for more than 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.

When an employee is assigned to work out-of-classification pending approval of a reclassification upward, the work out-of-classification compensation will be paid in accordance with Article 17, Section 6.

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

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

### Section 2. Reclassification Procedure.

a. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Manager of Administrative Services.

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

### Section 3. Upward Reclassification.

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

### Section 4. Downward Reclassification.

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

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

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

### Section 5. Equal Reclassification Rate.

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

### Section 6. Pay for Upward Reclassification.

Rate of pay upon upward reclassification shall be no less than the first step of the new salary range. If the old salary rate is equal to or higher than the first step of the new salary range, the employee shall receive a salary increase to the next higher step in the new salary range. However, if the next higher rate is less than 2-1/2% of the employee's current base salary the agency has the discretion to adjust the salary to the next higher salary step.

### Section 7. Pay Date of Upward Reclassification.

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

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

### Section 8. 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 Agency Administrator Appointing Authority or designee to the date the duties were removed.

## Section 9. Denied Reclassification/Involuntary Reclassification Appeal Process

**Agency Appeal:** If an employee's requested reclassification is denied or the Agency reclassifies an employee's position, the Union may appeal the decision in writing to the Agency Head or designee within fifteen (15) calendar days after receipt of the Agency's decision. The appeal must identify the reason(s) the Agency's decision is incorrect. The Agency shall respond to the appeal in writing within fifteen (15) calendar days from receipt of the Union's appeal.

**Committee Appeal:** If the Agency denies an employee's reclassification request or if the Agency reclassifies an employee's position, the Union may appeal the decision to the Employer/Union Classification Appeal Committee. The appeal must be in writing and submitted within fifteen (15) calendar days from the date the Agency's final decision. All appeals must be supported with copies of documents originally provided to the Agency for the reclassification request, including written explanation of the request and all relevant documentation. No new documentation or information will be considered by the Committee unless mutually agreed upon. Upon request, the Union and employee shall have one (1) opportunity to address the committee.

**Employer/Union Classification Appeal Committee:** The committee shall be composed of one (1) Employer representative and one (1) Union staff representative. The Committee's sole mission will be to consider appeals pursuant to this section of the article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions.

**Appeal Decision Process:** The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that he/she determines most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

**Arbitration:** If there is no resolution, the Union may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Union's request must be sent to the Department of Administrative Services Labor Relations Unit and shall include the reasons why the Agency's decision is incorrect.

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The

arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrators' judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the Agency's decision to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

**Classification Criteria:** For purposes of this section, a reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

Terms used above shall be defined as follows: a) the purpose of the position 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; b) the concept of the proposed classification shall be determined by the general description and distinguishing features of its class specifications, and, c) 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 Section supersedes any provisions contained in the Agencies grievance procedure.

#### Section 10. Return to Classified Service.

After termination of unclassified or exempt service, or removal from the management service, for reasons other than specified by ORS 240.555, an employee may be restored to a position in classified service in accordance with ORS 240.570.

## ARTICLE 18 - LAYOFF

### Section 1. Layoff Procedure.

A layoff is defined as a separation from service for involuntary reasons, other than resignations, not reflecting discredit on an employee. An employee and the Union shall be given written notice of layoff at least fifteen (15) calendar days before the effective date stating the reasons for the layoff.

The layoff procedure shall occur in the following manner:

- a. The Agency shall determine the specific positions to be vacated.
- b. Separate layoff lists will apply to full-time and part-time employees in a classification. Any full-time regular status employee shall be permitted to displace a part-time employee with less seniority; however, part-time employees may displace full-time employees but they must agree to assume the full-time schedule.
- c. No trial service or regular status employee shall be laid off while a temporary employee in the same classification is employed in the Agency.
- d. Trial Service status means initial and promotional trial service.
- e. A regular status employee notified of a pending layoff shall select one (1) of the following options, and communicate such choice in writing to the Administrator of the Agency within five (5) working days from the date of receipt of the written layoff notice:
  1. The employee may displace (bump in class) the least senior in the following order:
    - Trial service employee in the geographic area
    - Permanent employee in the geographic area
    - Statewide.
  2. The employee may demote and displace the least senior in a lower classification in the following order:
    - Trial Service employee in the geographic area
    - Permanent employee in the geographic area
    - Statewide.
  3. The employee may elect to be laid off. His/her name will be placed on the Agency Layoff List in seniority order.
- f. Geographic Areas shall be:
  1. Clatsop, Columbia, Clackamas, Multnomah, Washington, Tillamook, Marion, Lincoln, Linn, Benton, Yamhill and Polk Counties.
  2. Lane, Douglas, Josephine, Jackson, Coos and Curry Counties.
  3. Hood, Deschutes, Crook, Wasco, Sherman, Gilliam, Morrow, Jefferson, Umatilla, Union, Baker, Grant, Wallowa, Harney, Wheeler, Malheur, Lake and Klamath Counties.
- g. An employee exercising option 1.d.1. or 2 must meet the minimum qualifications of the position as stated in the class specification, plus any special qualifications stated in the position description and must be capable of performing the specific requirement of the position within thirty (30) calendar days. The Agency shall use reasonable and job related criteria to make its determination. The Agency shall be the sole determinant of whether the employee is capable of performing such duties. The Agency's

determination shall not be arbitrary or capricious. The determination shall be grievable.

If the employee cannot meet these requirements, he/she shall be entitled to similar consideration to the position with the incumbent having the next highest seniority in the Agency and so on provided that the incumbent in the next highest position has a lower seniority than the employee displacing or demoting.

## Section 2. Seniority Computation

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

- a. One (1) point per month for each month of continuous service with the Agency. A break in service is a separation from the service without pay for more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of authorized leave without pay of fifteen (15) calendar days or more, other than for Union Activity that are for more than ninety (90) calendar days will be deducted from service credits calculations. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed. Service credit lists for permanent employees shall be updated and posted annually beginning October 1, 2011.
- b. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given in priority order:
  1. Length of continuous service in the job classification in the Agency;
  2. Length of continuous service with the Agency; and
  3. Length of continuous service with the State.

## Section 3. Layoff List.

Names of regular status employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on layoff lists in seniority order established by the class from which the employee was laid off or demoted in lieu of layoff. The life of a layoff list shall be two (2) years.

Employees who are on an Agency layoff list shall be recalled in seniority order beginning with the employee with the highest seniority. Employees refusing the offer of a position from which he/she was laid off within their geographic area shall lose all future re-employment rights under this Article.

## Section 4. 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 as established in Section 1.f above.
2. Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.
3. Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented

positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.

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

d. Procedures:

1. Placement on the Secondary Recall List.

(a) Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the secondary recall list for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.

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

2. Use of the Secondary Recall List.

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

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

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

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

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

(a) A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day



shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.

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

(c) Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months except that employees hired into the Offender Information and Sentence Unit as Prison Term Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24) month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

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

#### Section 5. Temporary Interruption of Employment.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do not exceed fifteen (15) consecutive work days, shall not be considered a layoff.

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

### ARTICLE 19 - 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 on the last working day of the month. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release time and day. Any violation of this provision shall be cause for disciplinary action. The release day for December paychecks dated January 1 shall be

the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.

Section 2.

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 (60) percent of gross pay earned, but shall be at least one hundred dollars (\$100). Employees will submit requests to the Agency payroll office by the 20th of the month. If any employee requests more than one pay advance in any twelve (12)-month period, management has the right to deny it.

ARTICLE 20 - HEALTH AND SAFETY

The Agency will agree to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner and promptly report to their supervisor all injuries.

Adequate, safe equipment shall be provided for all employees. No employee shall be expected to perform a work assignment that would cause him or her imminent danger or can be reasonably considered unsafe. An employee who refuses to perform work for reasons of safety shall file a complaint with the OR-OSHA.

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

ARTICLE 21 - EDUCATION AND TRAINING

Section 1.

The Agency will determine training needs, programs, procedures and the selection of employees for the training or educational opportunity.

Section 2.

The Agency will pay incurred tuition/registration and allowable travel, per diem, and salary when the Agency directs employees to attend training. Employees may request training and will be considered based on job and workload needs and on funding. Available training and educational opportunities will be posted on the employee bulletin board or placed in the appropriate box in the library.

ARTICLE 22 - HOURS OF WORK

Section 1.

a. The normal full-time workweek shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) consecutive eight (8)-hour days. The Agency's normal work schedule shall be Monday through Friday. The workweek shall begin at 12:01 a.m. on Monday and end on Sunday at 12:00 midnight. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work or a guaranteed workweek.

b. A regular work schedule consists of five (5) consecutive eight (8)-hour days. The regular workweek shall be Monday through Friday. An irregular work schedule

consists of four (4) consecutive ten (10)-hour days. Alternative work schedules are schedules that are neither regular nor irregular.

c. Irregular or alternative work schedules may be authorized based on the Agency operational needs, as determined by the Agency. An employee desiring an irregular or alternative work schedule must request such schedule by means of a written request which includes the reasons the employee believes the request will meet the operational needs of the Agency to his/her supervisor. The supervisor's or Agency's decision to grant or deny such request may not be grieved and is not subject to the grievance procedure. However, the Agency agrees to meet with the employee and a representative of the Union, if the denial of the request is disputed, in an effort to fully discuss all concerns, for a reasonable period of time, not to exceed two (2) hours.

### Section 2.

A paid rest period of fifteen (15) minutes in duration for an employee on a five/eight (5/8) work schedule or twenty (20) minutes in duration for an employee on a four/ten (4/10) work schedule should be taken about midway through each four (4) or five (5) hour work period, as appropriate.

Work schedule is defined as any paid status hours.

### Section 3. Meal Periods.

Employees shall receive one (1) hour unpaid meal period during each work shift. Whenever possible, meal periods shall be scheduled at the middle of the shift. A shorter or longer meal period may be allowed if by mutual agreement between the employee and Employer.

### Section 4. Professional Employees.

Professional employees, as defined by FLSA standard, are paid with a predetermined salary each week irrespective of the number of hours worked in a workweek. Hours of work are defined as those hours of the day, days of the week for which the employees are required to fulfill the responsibilities of their professional positions. The workweek for professional employees shall begin at 12:01 a.m. on Monday and end on Sunday at 12:00 midnight.

The normal workweek under this section shall be Monday through Friday. It is understood that weekend work may be required from time to time.

### Section 5.

Established work schedules will not be changed with less than ten (10) calendar days' advance notice except when operating requirements of the Agency require it.

### Section 6.

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.

## ARTICLE 23 - INCLEMENT CONDITIONS

### Section 1.

a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees.

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

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

### Section 2.

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

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

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

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

### Section 3.

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

### Section 4. Alternate Work Sites.

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

Section 5. Late or Unable to Report.

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

Section 6. Employees on Pre-scheduled Leave.

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

Section 7. Make-up Time Provisions.

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

Section 8.

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

ARTICLE 24 - 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. Presidents' Day on the third Monday in February;
- d. Memorial Day on the last Monday in May;
- e. Independence Day on July 4;
- f. Labor Day on the first Monday in September;
- g. Veterans Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. Christmas Day on December 25;
- j. Every day appointed by the President of the United States and the Governor of the State of Oregon as a holiday.

When a holiday specified in this Section falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in this Section falls on a Sunday, the following Monday shall be recognized as the holiday.

Section 2.

Full-time employees, except those on 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 their holiday pay plus an additional premium of cash or compensatory time off 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 overtime pay for holiday time worked unless the employee requests compensatory time. The compensatory time accrual limits established in Article 30, Section 5 shall apply.

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 shall receive a prorated share of eight (8) hours of paid leave. Paid leave granted in this Section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year's Day. Employees who 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 5<sup>th</sup> of the following year.

ARTICLE 25 - VACATION LEAVE

Section 1. Vacation Leave for Full-time Employees.

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

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

through twentieth (20 <sup>th</sup> ) year	(12) full calendar months of service (fourteen (14) hours per month)
After twentieth (20) year through twenty-fifth (25 <sup>th</sup> ) year	Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month)
After twenty-fifth (25 <sup>th</sup> ) Year	Twenty-seven (27) work days for each twelve (12) full calendar months of service (eighteen (18) hours per month)

A full-time employee working less than a full calendar 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 during the first year of employment and that break does not exceed two (2) years, the employee may be given credit for the time worked prior to the break in service. In order to facilitate the administration of leave records, vacation leave may be accrued on a monthly basis for employees who have completed six (6) full calendar months of service. Vacation accrual hours shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) calendar days.

#### Section 2. Vacation Leave for Part-time Employees.

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

First (1 <sup>st</sup> ) month through sixtieth (60 <sup>th</sup> )	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month)
Sixty-first (61 <sup>st</sup> ) month through one hundred twentieth (120 <sup>th</sup> ) month	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month)
One hundred twenty-first (121 <sup>st</sup> ) month through one hundred eightieth (180 <sup>th</sup> ) month	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)
One hundred eighty-first (181 <sup>st</sup> ) month through two hundred fortieth (240 <sup>th</sup> ) month	Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month)
Two hundred forty-first (241 <sup>st</sup> ) month through three hundredth (300 <sup>th</sup> ) month	Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month)
After three hundredth (300 <sup>th</sup> )	Twenty-seven (27) work days for each

month

twelve (12) full calendar months of service  
(eighteen (18) hours per month)

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

### Section 3. Eligibility for Vacation Credits.

Time spent by an employee in actual State service or on Peace Corps, military, educational, 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.

Employees who have been separated from the Agency service and return to a permanent position within two (2) years shall be given credit toward additional vacation credits for service prior to their separations. 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.

### Section 5. Termination Vacation Pay.

An employee who is laid off or terminates after six (6) full calendar months of Agency service shall be paid upon separation from Agency service for accrued vacation time except as provided as set off for damages or misappropriation of State property or equipment. An employee on educational leave of absence without pay in excess of thirty (30) days shall be paid for vacation leave accrued up to the end of the last full month of service. Employees on military leave of absence may request payment for accrued vacation.

### Section 6. Scheduling of Vacations.

a. Vacations shall be scheduled at a time mutually acceptable to the Agency and the employee and consistent with the work requirements of the Agency. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of continuous service with the Agency shall be granted the time off, provided however, that an employee shall not be given this length of service consideration more than once in every two (2) years.

b. An employee who seeks to change his previously designated vacation time may request such a change subject to the Agency's operating requirements, except that this choice shall not require any other employee to change his/her employee's vacation schedule. The scheduling of vacation leave shall take precedence over the scheduling of compensatory time off.

### 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.



Section 8.

Vacations that have been scheduled may not be cancelled by the Agency except in the event of an emergency. When unrecoverable deposits for a scheduled vacation are incurred by an employee, his/her vacation shall not be cancelled. The Agency may require written proof of unrecoverable deposits. In the event of a schedule change caused by seniority or a transfer at the request of the employee, the provisions of this Section shall not apply.

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, resignation or termination all monies due him/her for accrued vacation and salary shall be paid as provided by law in the case of death and to the employee in case of resignation or termination.

ARTICLE 26 - 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 a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a pro rata basis.

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, except for educational leave, shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee works thirty-two (32) hours or more in that month.

Section 4. Utilization of Sick Leave With Pay.

a. 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 a member of the immediate family or household member where the employee's presence is required because of illness. The employee has the responsibility to make arrangements, within a reasonable period of time for the care of the ill or injured immediate family or household member.

b. Definition of immediate family. Employee's parents, spouse, children, foster children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

c. Definition of household member. A person who lives in the same house or residence as the employee.

Section 5. Request for Additional Time Off.

At the time earned sick leave has been exhausted, the employee must request in writing and the Agency may grant use of vacation leave, paid leave time, or sick leave without pay for any non-job-incurred injury or illness.

Section 6. Physician or Practitioner Certification of Illness or Injury.

Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of five (5) consecutive days and/or if the Agency has reasonable grounds to suspect that the employee is abusing sick leave privileges or in verification of a disability. The Agency may also require such certificate from the employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee may be disciplined pursuant to Article 11 (Discipline and Discharge).

Section 7. Request for Additional Time Off - Job Incurred Illness or Injury.

After earned sick leave has been exhausted and the employee has the opportunity to exercise the option of using paid leave time or vacation leave as outlined in Article 33 (Workers Compensation), the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of that position.

Section 8. Loss of Sick Leave With Pay on Termination.

No compensation for accrued sick leave shall be allowed to an employee who is separated from the service.

Section 9. 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 10.

An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to or from a different State Agency.

Section 11. Oregon Family and Medical Leave Act (OFLA) and Family Medical Leave Act (FMLA).

Paid leave is to be used in conjunction with the FMLA or OFLA consistent with the leave provisions of this Article and other leave provisions of this Agreement. As long as the employee's compensatory time balance does not exceed forty (40) hours, an employee may retain up to forty (40) hours of sick leave for use upon returning to work as long as the combined total of compensatory time and sick leave do not exceed forty (40) hours. Designation to retain the leave shall be made in writing to CCB's Personnel

Coordinator prior to the beginning of the qualifying leave. Once the designation has been made and approved by the Personnel Coordinator and the employee is on leave without pay status, that status will continue for the duration of the leave. Such employees are not eligible to receive hardship leave donations.

## ARTICLE 27 - OTHER LEAVE

### Section 1. Personal Leave.

Full-time employees shall be entitled to twenty-four (24) hours of personal leave each fiscal year, effective July 1 of each year. Part-time employees and full-time employees who are in paid status less than the full number of available hours shall receive personal leave on a pro rata basis. Such leave may be taken at times mutually agreeable to the Agency and the employee, but in no event shall an employee be allowed to utilize personal business leave prior to the end of the employee's initial State trial service. Personal leave shall not be cumulative from year to year, nor is any unused leave compensable in any other manner.

### Section 2. Preretirement Counseling Leave.

Between age fifty (50) and seventy (70) each employee shall be granted up to three and one-half (3-1/2) days leave with pay to pursue bona fide preretirement counseling programs. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended date of use.

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

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

### Section 3. Other Leaves of Absence With Pay.

An employee shall be granted a leave of absence with pay for the following:

- a. Service with a jury. The employee may keep any money paid by the court for serving on a jury.
- b. 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.
- c. Taking part without pay in a search or rescue operation at the request of any law enforcement agency, the administrator of the Aeronautics Division, the United States Forest Service or any local organization for civil defense, for a period of no more than five (5) days for each operation.
- d. Any time proclaimed by the Governor as leave of absence with pay.
- e. Other authorized duties in connection with Agency business.

### Section 4. Military Training Leave With and Without Pay.

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) work days in any training year. If the training time for which the employee is called to active duty is longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard. 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. However, such reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks.

For the purposes of this section, "training year" means the federal fiscal year for any particular unit of the National Guard or a reserve component.

#### Section 5. 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. He/she shall, upon honorable discharge from such service, be returned to a position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class.

#### Section 6. Court Appearance Leave Without Pay.

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

#### Section 7. Leave of Absence Without Pay.

In instances where the work of an Agency will not be seriously handicapped by the temporary absence of an employee, the employee may be granted leave of absence without pay or educational leave without pay not to exceed one (1) year.

#### Section 8. Family/Medical Leave and Parental Leave.

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

#### Section 9. Test and Interview Leave.

An employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Agency. Up to two (2) hours with pay shall be allowed for an interview for a position with another State Agency, or a position within the Agency.

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

Section 10. Donating Blood.

Employees shall be permitted reasonable time off with pay to give blood for drives conducted on worksite provided such time off does not interfere with the normal flow of work.

Section 11. 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. Up to eight (8) hours of paid bereavement may be taken for aunt, uncle, niece or nephew.

ARTICLE 28 - POSITION DESCRIPTIONS

Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee's 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.

ARTICLE 29 - SALARY ADMINISTRATION

Section 1. Merit Salary Increase.

Unless the employee has received a five ("5") rating, employees shall be eligible for merit salary increases at the first of the month following:

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

In cases of employee's with a five ("5") rating, 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 at least fifteen (15) days prior to the eligibility date, including a statement of the reason(s) it is being withheld. An employee may grieve the withholding of an annual merit increase.

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 step, the employee's salary shall be maintained at that step 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 their current salary rate is below the next higher rate in the new salary range. This increase shall not exceed the highest rate in the new salary range.

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

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

Section 3. Salary on Promotion.

An employee shall be given an increase to the next higher rate in the new salary range effective on the date of promotion. However, if the next higher rate in the new salary range is less than 2-1/2% of the employee's current base salary, the Agency has the discretion to adjust the salary to the next higher salary step.

Section 4. Salary on Lateral Transfer.

An employee's salary shall remain the same when transferring from one (1) position to another which has the same salary range.

Section 5. Effect of Break in Service.

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

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

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

ARTICLE 30 - OVERTIME

Section 1.

Employees (covered under FLSA) shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off at the discretion of the Agency for overtime worked in excess of forty (40) hours in any designated workweek, but in no event shall such compensation be received twice for the same hours.

Section 2.

Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours on duty except that a minimum of two (2) hours of overtime will be guaranteed in instances where an employee is called back to work. For

the purpose of computing overtime, all time for which an employee is compensated, excluding holiday time off and other paid leave, shall be credited as time worked.

### Section 3.

In the event that sufficient acceptable personnel do not voluntarily accept overtime, such additional personnel, as are deemed necessary by the Agency, shall be required to work overtime.

### Section 4.

Compensatory time off will be scheduled at a time consistent with the Agency's work requirements.

### Section 5.

An employee may accrue and maintain up to a maximum of eighty (80) hours of compensatory time. The Agency may allow accrual of additional hours of compensatory time above the eighty (80) hour maximum limit. The Agency may (1) require employees to utilize such time within sixty (60) days of the excess accrual, subject to Agency operating requirements, or (2) elect to pay off such hours.

### Section 6. FLSA Exempt Employees.

a. FLSA exempt employees shall receive time off for authorized time worked in excess of a forty (40) hour workweek at the rate of one (1) hour off for each hour over forty (40) in a workweek.

b. Professional employees with accrued compensatory time shall utilize such time when there is a temporary lack of work due to a schedule change not occasioned by the Agency.

## ARTICLE 31 - HEALTH & WELFARE

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, 2011 through December 31, 2011, 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 the period of July 1, 2011 through December 31, 2011, the Employer shall make a contribution sufficient to cover the premium costs to 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 the period of January 1, 2012, through December 31, 2013, the State will pay ninety-five percent (95%) and employees will pay five percent (5%) of the monthly premium rate, as determined by the PEBB.

For the period of December 1, 2011 through June 30, 2013, the Employer will pay an additional thirty dollars (\$30) monthly subsidy for employee's monthly premium rate for employees with salary rates below \$2696 per month.

## ARTICLE 32 - WORKERS COMPENSATION

### Section 1.

An employee who sustained a compensable injury shall be reinstated to his/her former employment or employment of the employee's choice within the Agency, which the Agency has determined is available and suitable, upon demand for such reinstatement, provided that the employee is not disabled from the performing of the duties of such employment.

### Section 2.

Upon initial return from the on-the-job injury, certification by the attending physician that the physician approves the employee's return to this regular employment shall be prima facie evidence that the employee should be able to perform such duties.

### Section 3.

Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers Compensation, shall, if elected to be used by the employee, be equal to the difference between the Workers Compensation for lost time and the employee's net monthly salary or hourly rate. In such instances, prorated charges will be made against accrued sick leave. An employee who has exhausted earned sick leave shall have the option to use accumulated compensatory time and vacation leave during the period in which Workers Compensation is being received, and the salary paid for such a period shall be equal to the difference between the Workers Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation and/or compensatory time. No employee shall be required to utilize leave while receiving time loss benefits.

## ARTICLE 33 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENTS

### 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. Moving Expenses.

Reimbursements and procedures will be in accordance with the Department of Administrative Services, Human Resource Services Division Policy 40.055.10, and its successors. Changes in this policy will be automatically incorporated into this contract Article.

## ARTICLE 34 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS

### Section 1. Overpayments.

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



amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

1. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
2. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
3. If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.
4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

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

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

## Section 2. Underpayments.

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

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

## ARTICLE 35 - PARKING

If there are any proposed changes in parking rates for employees at any State owned or operated parking facility, the Agency agrees to notify the staff of such proposals when the proposals are made known to the Agency.

## ARTICLE 36 - SALARIES

### Section 1. Public Employees Retirement System ("PERS") Members.

For purposes of this Section 2, "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 3, "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 3 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 2 or under Section 3, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

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

Section 4. Cost of Living Adjustment

Effective December 1, 2011, Compensation Plan salary rates shall be increased by one and one-half percent (1.5%) to be paid January 1, 2012. Effective December 1, 2012, Compensation Plan salary rates shall be increased by one and forty-five hundredths percent (1.45%) to be paid January 1, 2013.

Section 5.

See Appendix A for the classification plan with salary ranges.

See Appendix B for the salary schedule for the contract term.

ARTICLE 37 - 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, sick-out, refusal to work, picketing or strike against the Employer and the Agency, its goods or on its property.

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

ARTICLE 38 – 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.

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

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 18, 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 15 (Filling of Vacancies), this Article shall prevail.

c. An employee may exercise all applicable rights under Article 18 (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.

### Section 6. Review of Contracted Work.

Upon request, the union may view state contracts deemed public records. The union will contact the agency manager responsible for procurement and contracts to arrange a time to review the contracts. The agency will let the union review any contracts that the agency itself stores, and are available through public records request. The union will contact the state archivist for older contracts under the public records law. The union may submit suggestions to the agency as to how bargaining unit members could perform

the work more efficiently (at reduced cost) and effectively (improved quality). The parties may discuss the union suggestions at their labor/management meetings and determine the most effective and efficient way to accomplish the work in the future for Agency initiated contracts. Decisions around reviewing of contracted work are not subject to the grievance procedure.

## ARTICLE 39 - LEGISLATIVE ACTION

### Section 1.

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

### Section 2.

Upon signing this Agreement, both parties shall promptly submit, and jointly recommend, to the Legislative Assembly or to the Emergency Board, the passage of the funding necessary to implement this Agreement.

### Section 3.

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Sections, then the Employer and Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided by Article 4 (Savings).

## ARTICLE 40 - LEADWORK DIFFERENTIAL

### Section 1.

Leadwork Differential shall be defined as a differential as indicated in Section 4 below for employees who have been assigned by their supervisor in writing "leadwork" duties over two (2) employees in their classification for ten (10) consecutive work days or longer. 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 of 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.

### Section 3.

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

Section 4.

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

ARTICLE 41 - VEHICLES

Agency vehicles will be parked nightly on State facilities except when:

- a. An employee is not able to return the State vehicle to its official garage because of a late return from business activities.
- b. An employee leaves before or arrives after normal work hours and can reduce the amount of State paid travel time by parking a State car at the employee's home.
- c. A garaging exemption has been authorized:
  1. When a regular work assignment requires personnel availability during nonbusiness hours for frequent, unscheduled or emergency state business.
  2. In other circumstances where home garaging will clearly reduce the Agency's direct cost. (For example, theft, vandalism, etc.).

ARTICLE 42 - PERFORMANCE APPRAISAL

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

ARTICLE 43 - TERM OF AGREEMENT

Section 1.

This Agreement will be effective upon signing of the agreement, whichever is later, and remain in full force and effect through June 30, 2013.

Section 2.

Negotiations for the successor Agreement will start as mutually agreed after January 1, 2013.

Section 3.

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 not in their capacity as employees of the Employer.

ARTICLE 44 - HARDSHIP LEAVE

Section 1. Hardship Leave Donation

- a. The Agency shall allow employees to voluntarily transfer vacation leave or compensatory time to a co-worker for use by employees recuperating from

or treating an extended and continuing illness or injury of a serious nature, provided the receiving employee has exhausted all accumulated leave hours except for 24 hours sick leave.

- b. Applications for hardship leave donations shall be made in writing and sent to the Agency's Human Resources Office, accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least 15 calendar days past the time the employee's leave hours (except for 24 hours of sick leave) will be exhausted.

### Section 2. Hardship Leave Administration.

- a. 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 will be made accordingly.
- b. The transfer of accumulated leave and the utilization of such leave shall be subject to the following:
  - 1. Employees on Workers' Compensation, parental leave or receiving short- or long-term disability benefits may not participate in the Hardship Leave program as a donee.
  - 2. All accumulated leave hours must be donated and transferred in block 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 as needed. If not needed, time will be returned to Donor.
- c. 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 Agency or division administrator on a case-by-case basis.

### Section 3. Donations from Other Agencies.

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 45 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

### Section 1.

a. An appeal may be filed by an individual employee or a steward or a Council Representative on behalf of the employee, to the Agency personnel office within fifteen (15) calendar days of written notification by the Agency of placement into the new class. Employees sharing the same or substantially similar position descriptions or employees the Agency agrees to treat as a group may file an appeal as a group. The initial filing should describe the individual or group, including the names of affected members, identify the proposed placement, and the placement believed to be correct by the affected employees. The appeal must include current, signed position descriptions. Because the

old classifications are to be abolished, correct placement cannot be back to the prior classification.

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

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

b. If denied, the Union may appeal the Agency's decision in writing to the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two (2) resource persons, one (1) designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

In this process each of the designees may identify one (1) alternate class that he/she determines most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and Labor Relations Unit shall be notified. If the parties concur that shall end the allocation appeal. In the event the committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation.

Appeals shall be decided in order of receipt by the Labor Relations Unit.

Decisions shall be rendered by the designees no later than sixty (60) calendar days of receipt of the appeal by the committee.

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

d. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45) calendar day period. Each party may go forward with only one (1) class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.



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

#### ARTICLE 46 - BILINGUAL DIFFERENTIAL

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

LETTER OF AGREEMENT  
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, 2011, as follows:

- Employee Only (EE) - \$259.53
- Employee and Family (EF) - \$331.23
- Employee & Spouse – (ES) - \$295.30
- Employee & Children (EC) - \$336.16

For Plan Years 2012 and 2013, the Employer will pay 95% of the part-time subsidy for the part-time eligible employees who participate in the part-time PEBB plan.

LETTER OF AGREEMENT  
PART-TIME MEDICAL PREMIUM SUBSIDY

This Letter of clarification is entered into between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the state agencies under the jurisdiction of the American Federation of State, Local and Municipal Employees Council 75 AFSCME (Union). The purpose of this letter is to clarify the agreement reached during the 2011 -2013 negotiations regarding the employer's obligation for medical premium payments for employees working less than full-time.

For less than full time employees who have at least eighty (80) paid regular hours in the month, the parties agree the state's contribution for medical, dental, vision and basic life insurance through PEBB is as follows:

- 1) Part-time, Seasonal and Intermittent Employees Electing Part-time Insurance. The state will pay 95% of a monthly benefit insurance premium amount of the plan selected by the employee calculated per Article 31, Section 3 as follows:

PT premium rate x .95 x the ratio of paid regular hours to full-time hours to the nearest full percent = State contribution

In addition, there shall be a subsidy based on the employee's enrollment tier, for plan year 2012 consisting of one of the following monthly amounts: Employee only, \$346.25; Employee & Partner, \$452.34; Employee & Children, \$395.94; Employee & Family, \$460.52. These amounts are equal to 95% of the subsidy that is determined by the Public Employees Benefit Board and is subject to change for plan year 2013. The employee will pay the premium balance.

- 2) Part-time, Seasonal and Intermittent Employees Electing Full-time Insurance. The state will pay 95% of the monthly benefit premium amount of the plan selected by the employee calculated per Article 31, Section 3 as follows:

Full time premium rate x .95 x the ratio of paid regular hours to full-time hours to the nearest full percent = State contribution

In addition, the state will pay up to an additional monthly subsidy for employee's monthly premium rate for employees with salary rates \$2,696 and below a month. The employee will pay the premium balance.

#### LETTER OF AGREEMENT – HEALTH IMPROVEMENT PLAN

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

The Employer and Union recognize the significance and importance of PEBB creating a Health Improvement Plan. Controlling health care costs, while continuing to provide excellent benefits, is a mutual goal of the parties.

Therefore, the parties agree to the following:

1. The Employer and Union agree to establish a committee to design the delivery system for the Plan and educational components of the Health Improvement Plan that the Union introduced and recommended for adoption to PEBB.
2. The committee will also review and evaluate the PEBB Health Improvement Plan and will define benchmarks for evaluating the effectiveness and efficiencies of the Plan. If there are identified and proven cost savings, the parties will recommend the most advantageous way to share savings and further employee wellness for PEBB members.
3. The Employer and Union shall each appoint four (4) representatives to serve as members of the committee. Employees shall serve on paid time if the meeting time is during their regularly scheduled work hours.
4. Appointed employees shall not be eligible for overtime or penalty payments for serving on the committee. Any travel for work on this committee will be governed by the State travel policy.
5. Appointed employees shall notify their immediate supervisor at least five (5) work days before any meetings regarding their absence from work to participate on the committee.
6. The committee findings and recommendations shall be submitted to the Governor's Office no later than June 30, 2013.

7. This agreement becomes effective on the date of the final ratification of the AFSCME Central Table and ends June 30, 2013.

### LETTER OF AGREEMENT – 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 Construction Contractors Board (Agency) and the American Federation of State, County and Municipal Employees Local 3581 Council 75 (Union).

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

1. Union Officers and Stewards shall have authorization to post short e-mail message notices to Agency union members only.

2. E-mail messages shall be limited to: meeting announcements of time, date, location and general content or agenda of Union meetings or functions; meeting minutes; 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 the statement: "*DO NOT RESPOND to this message; this is a non-interactive message.*" prominently displayed at the beginning of the 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 Agency computers. 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 will not adversely affect the use of the Agency's computer system for agency business.

8. The Agency will not incur any costs for Union e-mail usage including printing of e-mails. The Agency has 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 Agency time. Employees reading Union business e-mail shall do so on their own time and not on Agency time.

10. Nothing in this letter of agreement shall be construed to abridge any rights of the Agency to control its e-mail system, its uses or information. The use of the e-mail system is subject to compliance with the Agency's policies and the Department of Administrative Services policy on Acceptable Use 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 Agency changes its e-mail system or discontinues its use, and the Agency 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, 2011 and expires on June 30, 2013.

LETTER OF AGREEMENT - ARTICLE 38, CONTRACTING OUT  
FEASIBILITY STUDY

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

When the provisions of Article 38, 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, 2013.

LETTER OF AGREEMENT – JOINT COMMITTEE ON SALARY SURVEYS

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  
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 July 20, 2011, the day after the Tentative Agreement was reached, and sunsets June 30, 2013 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 to 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. For agencies with "float days," the employee will schedule designated unpaid mandatory furlough time off with their immediate supervisors using the following procedures:

(i) Employees will have their choice of days off, subject to operating needs.

(ii) Employees will submit a mandatory unpaid time off request form to their supervisors in accordance with agency procedures for requesting paid time off.

(iii) Mandatory unpaid time off requests for the same days will be determined pursuant to the specific provisions of the agency contracts. Where no specific provisions exist, 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.

(iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a forty (40) hour workweek, including mandatory unpaid time off.

(v) If an employee does not wish to take unpaid furlough days, he/she may voluntarily take a salary reduction as follows:

(a) A reduction in the amount of two and sixty-eight hundredths percent (2.68%) for employees earning three thousand one hundred and one (\$3,101) or more a month;

(b) A reduction of two and thirty-three tenths percent (2.30%) for employees earning between two thousand four hundred fifty one and three thousand one hundred and one (\$2,451 - \$3,101) a month;

(c) A reduction of one and ninety-two hundredths percent (1.92%) for employees earning below two thousand-four hundred and fifty dollars (\$2,450) a month.

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

Friday, August 19, 2011

Friday, November 25, 2011

Friday, March 23, 2012

Friday, May 25, 2012

Friday, August 17, 2012

Friday, October 19, 2012

Friday, November 23, 2012

Friday, January 18, 2013

Friday, April 19, 2013

Friday, May 24, 2013

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 in accordance with 4 (B) above:

(i) Floating mandatory unpaid time off will be scheduled and taken no later than March 31, 2013. Employees will take no more than two (2) days in a work week.

(ii) If the floating mandatory unpaid time off is not scheduled and taken by March 31, 2013, management will schedule the employee to take the mandatory unpaid time off by May 31, 2013. In the event an employee has any mandatory unpaid time off obligation remaining after May 31, 2013, the employee's July 1, 2013 paycheck for the June 2013 pay period will be reduced by the equivalent amount for the remaining mandatory unpaid time off days.

(iii) An employee is not eligible to receive unemployment benefits for the days taken as mandatory unpaid time off. Should an employee receive unemployment benefits the agency will automatically deduct from the employee's paycheck the full amount of money that equals the dollar amount the employee received in the unemployment benefits. The deduction shall be taken from the next paycheck upon discovery of the unemployment benefit payment.

(iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a forty (40) hour workweek, including mandatory unpaid time off.

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. Full-time employees shall take mandatory unpaid furlough time off in hours equivalent to a full shift or the remaining obligation if it equals less than a full shift.
15. Part-time employees shall take mandatory unpaid furlough time off in blocks equal to their actual scheduled workday or the remaining obligation if it equals less than a scheduled work day.
16. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough time off.



- 17 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 forty (40) hour workweek, including mandatory unpaid time off. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.
- 18 An employee shall not work on a date designated as a mandatory unpaid furlough time off. Subject to operating need, the Agency Head or designee may require the employee to work and reschedule the mandatory unpaid furlough time off.
19. 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.
  - (i) If the alternate time is not scheduled and taken by March 31, 2013, management will schedule the employee to take the time by May 31, 2013.
  - (ii) The Agency shall not incur any penalty or overtime payment for adjustments to employee's schedules not to exceed a forty (40) hour workweek, including mandatory unpaid time off.

LIST OF AGENCIES/PROGRAMS/DIVISIONS  
OFFICE CLOSURE<sup>1</sup>

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

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

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<sup>1</sup> Where there are more unpaid furlough days than office closures, employees will take remaining days as float days.

LIST OF AGENCIES/PROGRAMS/DIVISIONS  
USE OF FLOAT DAYS

DOJ (Attorneys)  
Military Department (includes Office of Emergency Management) – Continue LOA on Oregon Youth Challenge Program  
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  
OHA Physicians  
OYA (Juvenile Parole and Probation Officers and Assistants)  
DCBS (Building Codes Division, Field Enforcement)  
Long Term Care Ombudsman  
OSFM (Deputy State Fire Marshals only)

LETTER OF AGREEMENT  
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. Requests for Floating Mandatory Unpaid Time Off Days.

Employees may request to take up to two (2) mandatory unpaid time off days in the same week. The supervisor will have up to fifteen (15) days to respond to the employee's request for the unpaid day (MUTO/Furlough).

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

At the time of an employment offer, the employee shall be given the number of days designated as floating mandatory unpaid time off days.

3. 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 2011-2013 biennium during which mandatory unpaid time off must be taken.

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 2011 and May and October 2012. The seasonal employee is expected to work both seasons. 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 actual paid hours, excluding overtime, for the part-time employee in the previous twelve (12) months or season, whichever is applicable. 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 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 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 employee is scheduled to work three-quarter (3/4) time for the previous twelve (12) months or season, whichever is applicable, 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.

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.

#### 4. Part Time Employee Calculation

Prorate the employee's regular scheduled or expected work hours relative to the full time work hours for the month. The mandatory unpaid time off obligation shall be prorated using the following formula: Part-time employees may take time off based on their hours for a full scheduled shift.

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

Where:

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

Example: A part-time employee is scheduled to work 136 hours in the month of October (136/173.3 hours)  $\times 8 = 6.27$  hours. Rounded to the nearest full hour, the employee will take six (6) hours unpaid furlough time off for the month in which an unpaid furlough day is taken.

#### 5. Limited Duration Employee Calculation

Calculate the number of furlough days required using the following formula:

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

MS = Estimated number of months the limited duration employee will work during the period in which mandatory unpaid time must be taken.

TM = Total number of months during the 2011 – 2013 biennium during which mandatory unpaid time off must be taken.

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

6. An employee's original mandatory unpaid time off obligation will not be changed as a result of promotion, demotion, reclassification except if the employee changes from part time to full time or seasonal to full time or vice versa.

7. 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.

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

If an employee's scheduled mandatory unpaid time off day occurs when the employee is on authorized leave without pay, the scheduled mandatory unpaid time off day will count towards the employee's obligation. The supervisor will code the mandatory unpaid time off.

9. 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 workweek, as long as the workweek does not exceed forty (40) hours (including mandatory unpaid time off), 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 workday (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.]

10. Adjusting the mandatory unpaid time off day off obligation for employees hired after July 1, 2011.

Employees hired after the effective date of the agreement will have their mandatory unpaid time off obligation adjusted for the time remaining to June 30, 2013.

11. 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 within the same pay period.
- For Board and Commission meetings scheduled on a closure day, the closure day may be converted into float days.

### LETTER OF AGREEMENT STEP INCREASES

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Central Table Agencies, and AFSCME Council 75 (Union) on behalf of its locals at the AFSCME Central Table. The parties agree to the following:

Effective July 1, 2012, eligible employees will receive one half (1/2) of a step on their salary eligibility date (SED), pursuant to Article 36 (Salaries) and will receive the remainder of the step six (6) months after their SED.

For eligible employees with salary eligibility date (SED) January 2013 through June 2013, the second half of the step increase will be given at 11:59 p.m. on June 30, 2013.

#### LETTER OF AGREEMENT - 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, 2013, unless the parties agree to amend or extend its terms.

#### LETTER OF AGREEMENT - 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 18 (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 of 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 the 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, 2013. 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.

## APPENDIX A

### CLASS NUMBER, TITLE AND SALARY RANGE

<u>Class No.</u>	<u>Classification</u>	<u>Salary Range</u>
C0102	Office Assistant 2	09
C0103	Office Specialist 1	12C
C0104	Office Specialist 2	15C
C0107	Administrative Specialist 1	17
C0108	Administrative Specialist 2	19
C0119	Executive Support Specialist 2	19
C0210	Accounting Technician 1	13
C0211	Accounting Technician 2	17
C0212	Accounting Technician 3	19
C0321	Public Service Representative 1	09
C0323	Public Service Representative 3	15
C0532	Word Processing Technician 3	15
C0816	Program Representative 1	22
C0860	Program Analyst 1	23
C0861	Program Analyst 2	27
C0871	Operations & Policy Analyst 2	27
C1215	Accountant 1	21
C1216	Accountant 2	23
C1217	Accountant 3	27
C1218	Accountant 4	30
C1481	Information Systems Specialist 1	17I
C1482	Information Systems Specialist 2	21I
C1483	Information Systems Specialist 3	24I
C1484	Information Systems Specialist 4	25I
C1485	Information Systems Specialist 5	28I
C1486	Information Systems Specialist 6	29I
C1487	Information Systems Specialist 7	31I
C1488	Information Systems Specialist 8	33I
C2511	Electronic Public Design Specialist 2	21
C3267	Construction Project Manager 1	27
C5111	Revenue Agent 2	19
C5218	CCB Investigator/Mediator	23
C5231	Investigator 1	19
C5232	Investigator 2	21
C5233	Investigator 3	25
C5247	Compliance Specialist 2	25



APPENDIX B

<b>SALARY SCHEDULE</b>									
July 1, 2011									
<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
09			1915	1980	2058	2132	2216	2302	2381
12C	2019	2095	2175	2259	2341	2430	2533	2641	2753
13	2058	2132	2216	2302	2381	2480	2586	2696	2814
15	2216	2302	2381	2480	2586	2696	2814	2945	3088
15C	2259	2341	2430	2533	2641	2753	2880	3018	3163
17	2381	2480	2586	2696	2814	2945	3088	3236	3386
17I	2467	2569	2675	2792	2922	3060	3201	3350	3506
19	2586	2696	2814	2945	3088	3236	3386	3548	3726
21	2814	2945	3088	3236	3386	3548	3726	3904	4090
21I	2846	2981	3120	3264	3418	3579	3746	3921	4104
23	3088	3236	3386	3548	3726	3904	4090	4288	4495
24I	3258	3413	3574	3739	3914	4100	4292	4494	4706
25	3386	3548	3726	3904	4090	4288	4495	4716	4951
25I	3535	3702	3873	4056	4246	4445	4654	4874	5104
27	3726	3904	4090	4288	4495	4716	4951	5188	5442
28I	3946	4134	4325	4530	4744	4966	5200	5445	5702
29I	4222	4419	4627	4845	5074	5312	5562	5824	6098
30	4288	4495	4716	4951	5188	5442	5704	5986	6282
31I	4674	4894	5125	5364	5618	5883	6159	6447	6749
33I	5093	5331	5583	5848	6123	6410	6715	7034	7368

APPENDIX B


<b>SALARY SCHEDULE</b> December 1, 2011									
<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
09			1944	2010	2089	2164	2249	2337	2417
12C	3588	3758	3931	4117	4310	4512	4724	4947	5181
13	2089	2164	2249	2337	2417	2517	2625	2736	2856
15	2249	2337	2417	2517	2625	2736	2856	2989	3134
15C	3437	3601	3782	3963	4151	4352	4562	4787	5025
17	2417	2517	2625	2736	2856	2989	3134	3285	3437
17I	3782	3963	4151	4352	4562	4787	5025	5266	5524
19	2504	2608	2715	2834	2966	3106	3249	3400	3559
21	2625	2736	2856	2989	3134	3285	3437	3601	3782
21I	4005	4196	4390	4598	4815	5040	5278	5527	5788
23	2856	2989	3134	3285	3437	3601	3782	3963	4151
24I	4285	4485	4696	4918	5150	5392	5645	5911	6189
25	2889	3026	3167	3313	3469	3633	3802	3980	4166
25I	4352	4562	4787	5025	5266	5524	5790	6076	6376
27	3134	3285	3437	3601	3782	3963	4151	4352	4562
28I	4744	4967	5202	5444	5702	5971	6251	6544	6850
29I	5169	5411	5667	5936	6215	6506	6816	7140	7479
30	3307	3464	3628	3795	3973	4162	4356	4561	4777
31I	2049	2126	2208	2293	2376	2466	2571	2681	2794
33I	2293	2376	2466	2571	2681	2794	2923	3063	3210

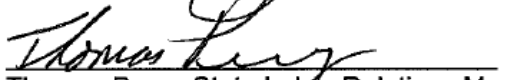
APPENDIX B

<b>SALARY SCHEDULE</b> December 1, 2012									
<b>Range</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
09			1972	2039	2119	2195	2282	2371	2452
13	2119	2195	2282	2371	2452	2553	2663	2776	2897
15	2282	2371	2452	2553	2663	2776	2897	3032	3179
17	2452	2553	2663	2776	2897	3032	3179	3333	3487
19	2663	2776	2897	3032	3179	3333	3487	3653	3837
21	2897	3032	3179	3333	3487	3653	3837	4020	4211
23	3179	3333	3487	3653	3837	4020	4211	4415	4628
25	3487	3653	3837	4020	4211	4415	4628	4856	5098
27	3837	4020	4211	4415	4628	4856	5098	5342	5604
30	4415	4628	4856	5098	5342	5604	5874	6164	6468
12C	2079	2157	2240	2326	2410	2502	2608	2720	2835
15C	2326	2410	2502	2608	2720	2835	2965	3107	3257
17I	2540	2646	2754	2875	3009	3151	3296	3449	3611
21I	2931	3070	3213	3361	3519	3686	3857	4038	4226
24I	3355	3514	3681	3850	4031	4222	4419	4627	4846
25I	3640	3812	3988	4177	4372	4577	4792	5019	5256
28I	4063	4257	4454	4665	4885	5113	5355	5607	5872
29I	4347	4550	4764	4989	5225	5470	5727	5997	6279
31I	4813	5039	5277	5523	5785	6058	6342	6639	6949
33I	5244	5489	5749	6022	6305	6600	6915	7244	7587

Signed this 20 day of December, 2011, at Salem, Oregon.

FOR THE STATE OF OREGON


  
Michael Jordan, Director  
Department of Administrative Services

  
Thomas Perry, State Labor Relations Mgr  
Human Resource Services Division  
Labor Relations Unit

  
Craig Smith, Administrator  
Construction Contractors Board


  
Traci Barnett, Manager  
Administrative Services Section  
Construction Contractors Board

FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

  
Colleen Savage, Council Representative  
AFSCME

  
Joe Laria, Union Bargaining Team

  
Pam Tobeck, Union Bargaining Team

  
Linda Burns, Union Bargaining Team