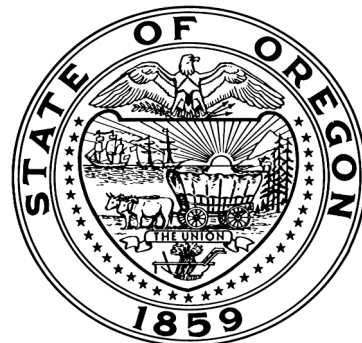


COLLECTIVE BARGAINING AGREEMENT



between

DAS

DEPARTMENT OF
ADMINISTRATIVE
SERVICES

on behalf of

Department of Environmental Quality
and

AFSCME

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
COUNCIL 75

2013

-

2015

DEPARTMENT OF
ENVIRONMENTAL QUALITY

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1 **PREAMBLE**

2
3 This Agreement is made and entered into by and between the State of Oregon (hereinafter the
4 "Employer"), acting by and through its Department of Administrative Services on behalf of the
5 Department of Environmental Quality (hereinafter the "Agency"), and the American Federation of
6 State, County, and Municipal Employees, Local 3336 (hereinafter the "Union"), for the purpose of
7 fixing wages, hours, benefits, conditions of employment and other matters affecting members of the
8 bargaining unit as certified by the Employment Relations Board.
9

10 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:
11

12 **ARTICLE 1 - RECOGNITION**

13
14 Section 1.

15 The Employer and the Agency recognizes the Union as the sole and exclusive bargaining
16 agent for: All classified employees of the State of Oregon, Department of Environmental Quality,
17 excluding supervisory, confidential, managerial, temporary, and part-time employees working less
18 than thirty-two (32) hours per month.
19

20 Section 2.

21 This Agreement binds the Union and any person designated by it to act on behalf of the
22 Union. Likewise, this Agreement binds the Employer and the Agency and any person designated by
23 it to act on its behalf.
24

25 **ARTICLE 2 - MANAGEMENT RIGHTS**

26
27 The parties agree that the Employer and the Agency have the right to operate and manage the
28 Agency, including, but not limited to the right to maintain order and efficiency; to direct employees
29 and to determine job assignments and working schedules; to determine the methods, means,
30 standards and personnel to be used; to implement improved operational methods and procedures; to
31 determine staffing requirements; to determine whether the whole or part of the operation shall
32 continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and
33 reassign employees; to suspend, discharge or take other proper disciplinary action against
34 employees; to lay off employees; to recall employees; to require overtime work of employees; and to
35 promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised
36 so as to violate any of the specific provisions of this Agreement.
37

38 **ARTICLE 3 - UNION RIGHTS**

39
40 Section 1.

41 The Union will notify the Human Resources Manager of the Agency in writing of its
42 representatives from District Council 75 who will be "Union Representatives."
43
44

1 Section 2.

2 Union Representatives will be allowed to visit the work areas of the employees during work
3 hours, after advising the Human Resources Manager of the Agency, or his/her designee if the visit is
4 in the Central Administrative Office, or the supervisor of the field office, or his/her designee, of their
5 presence for the purpose of meeting with employees regarding matters affecting their employment.
6 Such visits are not to interfere with the normal flow of work and are to be limited to nonduty time.
7 Under circumstances where a Union Representative acts as a steward performing grievance
8 investigation(s) and/or processing, this may occur during duty time.
9

10 Section 3.

11 The internal business of the Union shall be conducted by the employees during their nonduty
12 hours.
13

14 Section 4.

15 The Union may use the facilities of the Agency, during each facilities' scheduled business
16 hours, for meetings when such facilities are available and the meeting would not interfere with the
17 business of the Agency. The electronic calendar will specify the meeting is for union business and is
18 subject to bumping for regular business of the Agency.
19

20 Section 5.

21 The Agency shall furnish each new employee with notice provided by the Union that the
22 Union is the certified collective bargaining representative.
23

24 Section 6.

25 Stewards and new employees shall each be granted thirty (30) minutes of Union business
26 time, during the new employee's first thirty (30) days of employment, for the purpose of identifying
27 the Union's status, organization benefits, facilities, related information and distributing and
28 collecting membership applications. This time is not to be used for discussion of labor/management
29 disputes. The Agency shall provide the Union at least ten (10) days notice of the time and place of
30 any new employee group orientation meetings. In lieu of the orientation time referred to above, the
31 Union may make a thirty (30) minute presentation at the group orientation on behalf of the Union. If
32 the presenter is an Agency employee, he/she will be allowed one (1) hour of Agency time including
33 travel for this group presentation.
34

35 Section 7.

- 36 a. The Agency shall continue to provide reasonable bulletin board space for the use of
37 the Union in communications dealing with social functions, meetings, elections,
38 Union appointments and such other information as may be approved by the Agency's
39 Human Resources Manager. For multi-story buildings one bulletin board will be
40 available on each floor occupied by DEQ. Copies of bulletin board materials may also
41 be distributed through the E-Mail system.
- 42 b. Union representatives (Officers, Stewards, Local 3336 E-Board members, or
43 members of agency sanctioned committees) may use the Agency's e-mail messaging
44 system, provided the union representatives and employees meet all of the following
45 conditions:
- 46 (1) All messages and communications directly concerning internal union business must
47 include at the beginning of the subject line the phrase: Union Business. Recipients of
48 e-mails shall not use the "reply all" function;

- 1 (2) Use of the e-mail system will comply with the Agency's Acceptable Use of
2 Information Technology policy, including but not limited to incidental use, protection
3 of confidential information and security;
- 4 (3) The Agency will incur no additional costs resulting from e-mail system use, including
5 printing or copying costs;
- 6 (4) Use of the e-mail system does not adversely affect the use of or hinder the
7 performance of the Agency's computer and/or e-mail systems for Agency business;
- 8 (5) Messages and/or communications shall not contain false, unlawful, offensive or
9 derogatory statements against any person, organization or group of persons. Messages
10 and/or communications shall not contain profanity, vulgarity, sexual content,
11 character slurs, threats or threats of violence. Messages and/or communications shall
12 not contain rude or hostile references to race, marital status, age, gender, sexual
13 orientation, religious or political beliefs, national origin, health or disability;
- 14 (6) Messages and/or communications shall not be used to lobby, solicit, recruit, persuade
15 for or against any political candidate, ballot measure, legislative bill or law, or to
16 initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the
17 Contract;
- 18 (7) E-mail messages shall be limited to three (3) pages. Such e-mail shall not include
19 attachments or embedded graphics, but may include links to the union website.
20 Agency sanctioned committee e-mail messages may include links to Share Point
21 Sites.
- 22 (8) Except as modified by this Article, the Agency shall have the right to control its e-
23 mail system, its use and/or information.
- 24 (9) It is understood that the e-mail system is not private, privileged or confidential. The
25 Agency reserves the right to trace, review, audit, access, intercept, recover and/or
26 monitor use of its e-mail system without notice.
- 27 (10) For purposes of negotiations, Union bargaining team members may communicate
28 among themselves over the Agency's e-mail system provided that such use conforms
29 to the provisions of this subsection b.
- 30 (11) An employee who receives communication about union business may forward the e-
31 mail message to his/her home computer.
- 32 (12) The Union will hold the Employer and Agency harmless against any lawsuits, claims,
33 complaints or other legal or administrative actions where action is taken against the
34 Union and/or its agents (including Union officers and Stewards) regarding any
35 messages and/or communications or effect of any messages and/or communications
36 that are a direct result of use of the e-mail under this Article.

37 38 Section 8. Reports.

- 39 a. Upon request and no more than once a month the Agency shall furnish to the Union:
 - 40 1. An alphabetized listing of the names, classifications, and home addresses and division
41 or regional office where employed of all new, transferred, or terminated employees in
42 the bargaining unit.
 - 43 2. Names of bargaining unit employees that retired the previous month. For purposes of
44 this Agreement, a retiree shall be defined as a person who has given the Agency
45 written notice that he/she is separating from State service by retirement and that
46 person has actually separated from State service.
 - 47 3. Names of bargaining unit employees that were reclassified during the reporting
48 month.

- 1 b. Upon request and no more than quarterly, the Agency shall furnish to the Union:
2 1. a listing with the same information as provided monthly for all employees in the
3 bargaining unit in the Agency.
4 2. names of any temporary/limited duration employees
5 (management/unrepresented/bargaining unit) hired, reason for the hire and expected
6 duration of the appointment.
7 3. names of all employees in double fill positions, the reason for the double fill and the
8 expected duration of the appointment if available.
9 c. Upon request, the Agency shall provide to the Union on an annual basis the Agency
10 organization charts showing management positions and the positions they supervise.
11 d. Costs for additional information requests will be payable by the Union.
12

13 Section 9.

14 Upon receipt of the request in writing from represented employees, the Union shall be
15 provided payroll deductions for its regular monthly dues in accordance with and as entitled to under
16 ORS 292.055.
17

18 Section 10. AFSCME President Leave.

- 19 a. Long Term. Upon written request from the Executive Director of AFSCME Council
20 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME
21 Council 75 Central Table participating Agency shall be given release time from
22 his/her position for a period of time up to one (1) year for the performance of Union
23 duties related to the collective bargaining relationship. However, if the Union
24 President/designee or Executive Director requests release time for less than his/her
25 full regular schedule, such release time shall be subject to the Employer's approval
26 based on the operating needs of the employee's work unit. AFSCME shall, within
27 thirty (30) days of payment to the employee, reimburse the State for payment of
28 appropriate salary, benefits, paid leave time, pension, and all other employer-related
29 costs. Where this reimbursement is expressly prohibited by law or funding source, the
30 employee shall be granted a leave of absence but the Employer will not be
31 responsible for continuing to pay the employee's salary and benefits. AFSCME shall
32 indemnify and hold the State harmless against any and all claims, damages, suits, or
33 other forms of liability which may arise out of any action taken or not taken by the
34 State for the purpose of complying with this provision.
35 b. Short Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor
36 Relations Unit and the Agency's Human Resources Manager, up to four (4) Presidents/designees from
37 AFSCME Council 75 Central Table participating Agencies shall be given release time from his/her
38 position for a period of time up to three (3) months for the performance of Union duties related to the
39 collective bargaining relationship. Only one (1) employee from a bargaining unit and a total of four
40 (4) employees from all Central Table participating bargaining units may be on such leave at any one
41 (1) period in time. Such requests will be granted unless the affected Agency can demonstrate that the
42 employee's absence would adversely impact the operating needs of the employee's work unit. If
43 granted, such time may also be taken on an intermittent basis. AFSCME shall, within thirty (30) days
44 of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave
45 time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited
46 by law or funding source, the employee shall be granted a leave of absence but the Employer will not
47 be responsible for continuing to pay the employee's salary and benefits.
48
49

1 Section 11. Notice of Exclusion of Filled Bargaining Unit Positions.

2 The Agency shall provide the Union with no less than ten (10) days written notice of
3 its intent to exclude a filled bargaining unit position. The Agency agrees not to change the
4 position's designation from represented status during the notice period.

5
6 Section 12.

7 If a union steward works at a different duty station from where a grievant works, the
8 union steward shall use the telephone or email system for the initial investigation of the
9 grievance when practical. Union stewards may use agency fax machines, scanner
10 machines or email system to file or appeal grievances. In performing duties pursuant to
11 Article 14 – Shop Stewards, stewards may use email to communicate regarding
12 grievances.

13
14 Section 13. Intermittent Union Leave.

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

- 18
19 A. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the
20 name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME
21 Convention. For agencies of 100 or fewer bargaining unit members, no more than one
22 bargaining unit member per agency may be designated to attend AFSCME conventions. For
23 agencies of greater than 100 bargaining unit members, no more than two bargaining unit
24 members may be designated to attend AFSCME conventions under this provision.
- 25
26 B. Subject to agency head or designee approval based on the operating needs of the employee's
27 work unit, including staff availability, the employee will be authorized release time with pay.
- 28
29 C. The paid release time is limited to attendance at the conference and travel time to the
30 conference if such time occurs during the employee's regularly scheduled working hours up
31 to forty (40) hours per calendar year.
- 32 D. The release time shall be coded as Union business leave or other identified payroll code as
33 determined by the State.
- 34
35 E. The release time shall not be included in the calculation of overtime nor considered as work
36 related for purposes of workers' compensation.
- 37
38 F. The employee will continue to accrue leaves and appropriate benefits under the applicable
39 collective bargaining agreement except as limited herein.
- 40
41 G. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's
42 affected agency for all Employer related costs associated with the release time, regular base
43 wage and benefits, for attendance at the applicable conference.
- 44
45 H. The Union shall indemnify and the Union and employee shall hold the State harmless against
46 any and all claims, damages, suits, or other forms of liability which may arise out of any
47 action taken or not taken by the State for the purpose of complying with these provisions.
- 48

1 **ARTICLE 4 - LAWS AND REGULATIONS**

2
3 This Agreement is subject to all applicable existing and future State and federal laws and
4 regulations.
5

6 **ARTICLE 5 - UNIT CLARIFICATION**

7
8 Any dispute or question concerning bargaining unit composition shall be resolved by the
9 Employment Relations Board.
10

11 **ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

12
13 Section 1.

14 The provisions of this Agreement shall apply equally to all employees in the bargaining unit
15 without regard to age, race, color, religion, sex, sexual orientation, national origin, disability, marital
16 status, or political affiliation. The Union further agrees that it will support the Agency's
17 implementation of applicable federal and State laws, regulations, and guidelines including but not
18 limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375
19 and the Governor's Policy and Guidelines for Affirmative Action Plans in State agencies.
20

21 Section 2.

22 All complaints alleging any form of discrimination in violation of this Contract shall be
23 submitted to the Director or his/her designee. A meeting with the complainant will be held within
24 fifteen (15) calendar days of the receipt of the complaint. If satisfactory solution cannot be reached,
25 the Director or the designee will communicate in writing, within thirty (30) calendar days from
26 receipt of the complaint, the position of the Agency to the complainant and the Union. If the
27 complaint is not resolved, the employee or the Union may submit such complaint to the Bureau of
28 Labor and Industries, Civil Rights Division; except that complaints alleging discrimination because
29 of sexual preference or political affiliation may be submitted to the Department of Administrative
30 Services, Labor Relations Unit if unresolved by the Agency. The Department of Administrative
31 Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its
32 findings to the employee and the Union.
33

34 **ARTICLE 7 - DEFINITIONS**

35
36 Continuous Service: Uninterrupted employment with the Agency. An interruption is a separation
37 from employment except for layoff.
38

39 Classification Specifications: A document established by Department of Administrative Services,
40 Human Resources Services Division setting forth a class title, a statement of minimum
41 qualifications, duties, authorities and responsibilities.
42

43 Day: Calendar day unless otherwise specified.
44

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

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

3
4 Dismissal: A complete separation of a regular status employee from State service for disciplinary
5 reasons.

6
7 Regular Status Employee: An employee who successfully completes a trial service period.

8
9 Job Share Position: A full-time position identified by the appointing authority in the classified
10 service that is classified as one that may be held by more than one (1) individual on a shared time
11 basis whereby the individuals holding the position work less than full time.

12
13 Part-Time Employee: An employee in the bargaining unit who works thirty-two (32) hours or more
14 per month, but less than full-time per month in a budgeted position (excluding job share, seasonal
15 employees).

16
17 Seasonal Employee: An employee filling a position which occurs, terminates, and recurs
18 periodically and regularly regardless of duration.

19
20 Underfilling: Employment of a person in a classification lower than the established class of the
21 position.

22
23 Position Description: A written description of a position which contains the title, a statement of
24 duties, authority and responsibilities.

25
26 Reemployment: A return by a former regular status employee to the Agency within a period of two
27 (2) years from the date of separation.

28
29 Proration of Benefits: To divide or distribute entitlements, as provided by the Collective Bargaining
30 Agreement. The proportional distribution shall be determined by the following method: Actual
31 Hours in Paid Status/Divided by Total Regular Hours in the Month/Times the Entitlement's Value.

32
33 Paid Status: Compensable hours which include hours worked, or a combination of sick, vacation,
34 personal, and compensable leaves.

35
36 Seniority: Unless otherwise indicated in this Agreement, seniority means continuous service with
37 the Agency. All leave without pay (LWOP) periods that exceed fifteen (15) calendar days shall be
38 deducted from the computation of continuous service, except that periods of LWOP for qualified and
39 authorized FMLA/OFLA leave will be counted for seniority calculations.

40
41 Temporary Employee: As defined by Statute.

42 **ARTICLE 8 - AVAILABILITY OF THE PARTIES TO EACH OTHER**

43
44
45 The parties agree that representatives of the Employer and the Union are each obligated to
46 meet at reasonable times at the request of the other party for discussion of interpretation of the
47 Agreement. Both parties pledge to meet expeditiously and in good faith.

1 **ARTICLE 9 - FAIR SHARE**

2
3 Section 1.

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

9
10 Section 2.

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

21
22 Section 3.

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

28
29 Section 4.

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

33
34 Section 5.

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

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

1 Section 6.

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

6
7 Section 7.

8 The Union agrees that it will indemnify, defend and save the Employer and the Agency
9 harmless from all suits, actions, proceedings, and claims against the Employer and the Agency or
10 person(s) acting on behalf of the Employer and the Agency whether for damage, compensation,
11 reinstatement, or combination thereof arising out of the Agency's implementation of this Article.
12

13 **ARTICLE 10 - LIMITED DURATION APPOINTMENTS**

14
15 Section 1.

16 Persons may be hired for special studies or projects of uncertain or limited duration which are
17 subject to the continuation of a grant, contract, award or legislative funding for a specific project.
18 Such appointments shall be for a stated period normally not exceeding two (2) years but shall expire
19 upon the earlier termination of the special study or projects.
20

21 Section 2.

- 22 a. Newly hired persons on a limited duration appointment in a limited duration position
23 shall not be entitled to any layoff rights under this Agreement. All employees with
24 limited duration appointments in permanently-vacated permanent positions shall be
25 entitled to layoff rights after twenty-four (24) months of continuous employment.
26 b. If a limited duration position becomes permanent, then the employee in that position
27 may be offered that position in accordance with Article 16 (Filling of Vacancies).
28 c. An employee appointed from permanent regular status in the Agency to a limited
29 duration appointment in the Agency shall be reinstated to his/her former permanent
30 regular status classification in the Agency when the limited duration appointment is
31 terminated. If the employee is appointed to a subsequent limited duration
32 appointment(s) prior to reinstatement to his/her former permanent regular status
33 classification, the employee shall retain his/her right to such reinstatement. First
34 priority shall be given to offering reinstatement position within the former work
35 location. If a position is not available within the former work location, a reinstatement
36 position shall be offered in some other work location. Such return rights shall not
37 apply if charges are filed and he/she is discharged as provided in Article 12
38 (Discipline and Discharge).
39

40 Section 3.

41 A new or current employee accepting a limited duration appointment shall be notified of the
42 conditions of the appointment and acknowledge in writing that they accept that appointment under
43 these conditions. Such notification shall include the following.

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

- 1 c. Current employees who attained permanent regular status in a classified position
2 immediately prior to acceptance of the LD appointment will receive information at the
3 time the LD appointment is offered about:
4 1. Salary step placement pursuant to Article 34 – Salary Administration provisions,
5 and
6 2. Salary eligibility date after the LD appointment ends and the employee returns to
7 the former permanent regular status classification in accordance with Section 2
8 (c) of this Article.
9 d. That in all other respects, limited duration appointees have all rights and privileges of
10 other classified employees including but not limited to wages, benefits, and Union
11 representation under this Agreement.
12

13 Section 4.

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

- 16 a. The position has been temporarily vacated due to job rotation, limited duration,
17 extended leaves; or
18 b. The position is known to have limited work and funding, not to exceed two (2) years;
19 or
20 c. Funding for the position is uncertain beyond the end of the current biennium.
21

22 If funding for the permanent position is restored or retained prior to termination of the
23 limited duration appointment, the agency may, in accordance with Article 16 Filling of Vacancies,
24 conduct a recruitment or offer the current incumbent permanent status in the position. If a
25 recruitment is conducted and the current incumbent applies the employee shall be granted an
26 interview and be considered.
27

28 **ARTICLE 11 - AGENCY PERSONNEL POLICIES**

29
30 The Agency shall provide a copy of its written personnel policies to the Union. An up-to-
31 date copy of current personnel policies shall be made available in every Division to employees.

32 When a change of policy occurs, a copy of the change will be mailed to the Union and
33 notification will be provided to all affected employees.
34

35 **ARTICLE 12 - DISCIPLINE AND DISCHARGE**

36 The Union and the Agency have a shared interest in efficient conduct of State business and timely
37 correction of performance deficiencies.
38

39 Section 1.

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

45 Within thirty (30) days following an investigatory meeting, Management will notify the
46 employee and the steward of record, if one has been identified, of the findings or status of the
47 investigation and provide an estimated date to complete the investigation. If additional time is
48 needed, updates shall be provided at the end of every month until the investigation is complete.

1 Section 2.

- 2 a. Discharge of a regular status employee may be appealed by the Union to binding
3 arbitration. The appeal must state the reason for the appeal and must be submitted to
4 the Department of Administrative Services, Labor Relations Unit within ten (10)
5 calendar days from the effective date of the discharge. Such appeal shall be heard by
6 the arbitrator pursuant to the terms and conditions outlined in Section 5 to Section 9 of
7 Article 13 (Grievance Procedure).
- 8 b. An FLSA-non-exempt employee reduced in pay, demoted, or suspended shall receive
9 written notice of the discipline and of the specific charges supporting the discipline.
10 An FLSA-exempt employee demoted or suspended consistent with the salary basis
11 requirements of the FLSA shall receive written notice of the discipline and of the
12 specific charges supporting the discipline. The reduction, demotion or suspension of a
13 regular status employee may be appealed to Step 2 of the Grievance Procedure within
14 fifteen (15) calendar days from the effective date of the action. Any further appeal of
15 an action specified in sub (b) shall follow the procedure and time frames outlined in
16 Article 13 (Grievance Procedure).

17
18 Section 3.

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

30
31 Section 4.

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

34
35 Section 5.

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

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

1 Section 6.

2 All notices of predissmissal, suspension, reduction in pay, written reprimand, demotion and/or
3 dismissal shall be forwarded to the Union on the same day as the employee is notified.
4

5 Section 7.

6 An employee shall have the right to Union representation during an investigatory interview
7 that an employee reasonably believes will result in disciplinary action. The employee will have the
8 opportunity to consult with a local union steward or an AFSCME Council Representative before the
9 interview, but such consultation shall not cause an undue delay.
10

11 **ARTICLE 13 - GRIEVANCE PROCEDURE**

12
13 Section 1.

14 Grievances are defined as acts, omissions, applications, meaning or interpretation alleged to
15 be violations of the terms and conditions of this Agreement.
16

17 Section 2.

18 The Agency and the Union will resolve employee problems and complaints, or differences in
19 the interpretation of the contract, by informal methods if possible. Such informal methods may
20 include, but are not limited to, collaborative problem-solving and informal, non-binding mediation.
21 Furthermore, the Agency may, at its sole discretion, permit Union participation in circumstances
22 where such participation is not required by law or this contract. Any resolution shall not add to,
23 subtract from, or change the terms of this Agreement and shall not be precedent-setting. However, if
24 the Union or an employee desires a formal resolution of any grievance or dispute, which arises
25 concerning the application, meaning, or interpretation of this Agreement (except complaints of
26 discrimination in Article 6), such grievance shall be resolved as provided under Section 3 of this
27 Article.
28

29 Section 3. Grievance Steps.

30 At any step of a grievance either Party may request a meeting, which shall be mutually
31 arranged, to discuss the merits of the grievance.

32 Step 1. Any affected employee, or the Union on an employee's behalf, may file a grievance
33 in writing with his/her immediate excluded supervisor within thirty (30) calendar days of the
34 date of the alleged breach of this Agreement, or of the date the Union or employee knew or
35 should have known of the alleged breach. The grievance shall include: (a) a statement of the
36 grievance and relevant facts; (b) the specific provision or provisions of the Agreement
37 alleged to be violated; and (c) the remedy sought. The supervisor or management designee
38 shall respond in writing to the filing party (to the affected employee or the union
39 representative who filed the grievance within fifteen (15) calendar days of the date the
40 grievance was received, or the date of the Step 1 meeting, whichever was later.

41 Step 2. If the grievance remains unresolved at Step 1, the Union may appeal the to the
42 Agency Director or his/her designee within fifteen (15) calendar days after the response
43 required by Step 1 was due. The Agency Director or his/her designee shall respond in
44 writing within fifteen (15) calendar days after receipt of the grievance or fifteen (15) calendar
45 days following the Step 2 meeting, whichever is later.
46
47

1 Section 4. Department of Administrative Services Review.

2 If the grievance remains unresolved at Step 2, the Union may appeal the grievance to the
3 Department of Administrative Services, Labor Relations Unit (LRU), within fifteen (15) calendar
4 days following receipt of the response at Step 2 or the date the response was due, whichever was
5 later. LRU shall respond within fifteen (15) calendar days the Step 3 meeting.

6 In the event the response from the Department of Administrative Services is acceptable to the
7 Union, such response shall have the same force and effect as a decision or award of an arbitrator, and
8 shall be final and binding on all parties and they will abide thereby.
9

10 Section 5. Submission to Arbitration.

11 Any grievance, having progressed through the Steps as outlined in this Agreement and
12 remaining unresolved following LRU review, may be submitted to arbitration for settlement. To be
13 valid a request for arbitration must be in writing and received by the LRU within thirty (30) calendar
14 days of the receipt of the response from the LRU review process at Step 3.

15 Failure to file a valid arbitration request within the specified thirty (30)-calendar day period
16 shall constitute forfeiture of claim and the case shall be considered closed by all parties.

17 If arbitration is requested, the parties shall meet to attempt to formulate a submission
18 agreement to be forwarded to the arbitrator.
19

20 Section 6. Mediation.

21 Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either the
22 Department of Administrative Services or the Union may request mediation of the grievance. If
23 agreed to by both parties, mediation will be scheduled and conducted by the Conciliation Service
24 Division of the Employment Relations Board. Mediation is not a mandatory step of the grievance
25 procedure.
26

27 Section 7. Selection of the Arbitrator.

28 In the event that arbitration becomes necessary the Union and the Department of
29 Administrative Services will jointly request from the Employment Relations Board the names of five
30 (5) qualified arbitrators. They will select an arbitrator by alternately striking names, with the
31 moving party striking first, from the Employment Relations Board list one (1) name at a time until
32 only one (1) name remains on the list. The name remaining on the list shall be accepted by the
33 parties as the arbitrator and arbitration hearings shall commence within fifteen (15) calendar days
34 thereafter, unless otherwise mutually agreed by the parties.
35

36 Section 8. Arbitrator's Authority.

37 The parties agree that the decision or award of the arbitrator shall be final and binding on
38 each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to,
39 subtract from, or change any of the terms of this Agreement, to change an existing wage rate or
40 establish a new wage rate. The arbitrator shall have the power to return a grievant to employee
41 status, with or without back pay, or to mitigate the penalty as equity suggests under the facts.
42

43 Section 9. Expenses of Arbitration.

44 Arbitrator fee and expenses shall be paid by the losing party. If, in the opinion of the
45 arbitrator, neither party can be considered the losing party, then such expenses shall be divided as in
46 the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party
47 requiring the service or item for which payment is to be made.
48
49

1 Section 10.

2 Employees are entitled to act through a Union Representative or Shop Steward to initiate a
3 grievance. Employees are entitled to representation by a Shop Steward or by a Union Representative
4 at any step in this Article, except that a member who files a grievance at Step 1 without a Union
5 Representative or Shop Steward may represent themselves at the Step 1 meeting, should a meeting
6 be held.

7
8 Section 11.

9 Once a bargaining unit member files a grievance, the employee shall not be required to
10 discuss the subject matter of the grievance without the presence of the Union Representative or Shop
11 Steward with the exception noted in Section 10.

12
13 Section 12.

14 When the Union files a grievance on behalf of multiple employees it shall be considered a
15 group grievance. If multiple grievances are filed for separate employees regarding the exact same
16 issue then those grievances shall be consolidated and shall be treated as a group grievance. Group
17 grievances shall be heard at Step 2 of the procedure outlined in this Article.

18
19 Section 13.

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

21
22 Section 14.

23 Failure of the aggrieved party or the Union to comply with the time limits outlined above
24 shall constitute abandonment of the grievance and the grievance shall be considered resolved on the
25 basis of the most recent step response.

26
27 **ARTICLE 14 - SHOP STEWARDS**

28
29 Section 1.

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

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

37
38 Section 2.

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

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

8
9 Section 3.

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

12
13 Section 4.

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

17
18 **ARTICLE 15 - PERSONNEL RECORDS**

19
20 Section 1.

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

24 Any information in a manager's working file that is past the retention schedule shall not be
25 used in a disciplinary action.

26
27 Section 2.

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

32
33 "Employee's signature confirms only that the supervisor has discussed and given a
34 copy of the material to the employee, and does not indicate agreement or
35 disagreement."

36
37 If an employee is not available within a reasonable period of time to sign the material or the
38 employee refuses to sign the material, the Agency may place the material in the files provided a
39 statement has been signed by two (2) management representatives that a copy of the document was
40 mailed to the employee at his/her address of record. A copy will also be mailed to the Union.

41
42
43 Section 3.

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

1 Section 4.

2 An employee may include in the personnel files copies of any relevant material the employee
3 wishes, such as letters of favorable comment, licenses, certificates, college course credits or any
4 other material which reflects credibly on the employee.
5

6 Section 5.

7 Records of disciplinary action and memos of expectation shall be retained for a maximum of
8 three (3) years. At the employee's request, specifically identified materials reflecting caution,
9 warning, admonishment, and disciplinary action will be removed two (2) years after the effective
10 date of the action provided no incident of a similar nature has been documented in the intervening
11 time. This early removal provision does not apply to memos of expectation or performance reviews.
12 Any period of leave of absence without pay that is more than fifteen (15) days shall extend the
13 retention period for that duration of leave.
14

15 **ARTICLE 16 - FILLING OF VACANCIES**

16
17 The Agency and the Union agree that how and when to fill vacancies are management rights.
18 Both Parties also recognize that a vacant position creates an opportunity for staff-manager
19 conversations (e.g. within a section) about the on-going work of the section and how that work
20 relates to or will change to align with the core elements of the Agency's mission. Finally, both
21 Parties recognize that vacancies, both long and short term, affect the workload and work
22 performance of current employees. The Agency will strive to keep staff informed about the status of
23 filling vacancies to provide a foundation for efficient and effective planning.
24

25 Temporary opportunities (e.g. due to employee leave, special project assignments, etc.) may
26 provide valuable training for staff or support an employee's career development objects. The
27 Agency will make a good faith effort to send or post electronic notices of such short-term
28 opportunities.
29

30 The above paragraphs are not grievable, nor arbitrable.
31

32 Section 1.

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

36 The Agency will determine whether and how a vacancy is to be filled, and will make the
37 determination of which individual will fill the vacancy. Subject to the requirements of affirmative
38 action and equal employment opportunity, where two (2) or more employees are equally qualified
39 for the position, which qualifications will include if applicable, but not necessarily be limited to
40 work performance, work history, education, training, experience, skills, achievements, knowledge,
41 references, licenses and certifications, the vacancy shall be given to the employee who has the
42 greater seniority with the Agency. The Union may appeal these determinations through the
43 grievance procedure.
44

45 Section 2.

46 The employee is responsible for preparation for advancement and qualifying for promotion
47 within the bargaining unit. Education and training shall be as provided under Article 23.
48

1 Section 3.

2 Employees will be notified of bargaining unit vacancies to be filled competitively by E-Mail.
3 Posting of vacancies shall be effective for a minimum of five (5) days.

4
5 **ARTICLE 17 - TRIAL SERVICE**

6
7 Section 1.

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

- 10 a. Employees having served at least two (2) years in the same classification and
11 promoted within the same work unit;
- 12 b. Former employees having served at least two (2) years in the same classification and
13 re-employed in the same classification and in the same work unit after an absence of
14 less than two (2) years.
- 15 c. Employees returned to a vacant position in accordance with Article 20, Section 10,
16 Right of Return.

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

20
21 Section 2.

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

26 If such employee was previously a regular status employee in another bargaining unit
27 position in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to
28 his/her former classification unless charges are filed and he/she is discharged as provided in Article
29 12 (Discipline and Discharge).

30
31 Section 3.

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

34
35 Section 4.

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

40
41 Section 5.

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

1 **ARTICLE 18 - CLASSIFICATION AND CLASSIFICATION CHANGES**

2
3 Section 1. Work Out of Classification.

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

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

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

17 Assignments of WOC shall not be made in a manner which will subvert or
18 circumvent the administration of this Section.

- 19 b. An employee who is underfilling a position shall be informed in writing that he/she is
20 an underfill, the reasons for the underfill, and the requirements necessary for the
21 employee to qualify for reclassification to the allocated level. Upon gaining regular
22 status and meeting the requirements for the allocated level to the position, the
23 employee shall be reclassified.
- 24 c. An employee who accepts duties out of class for training or developmental purposes
25 shall have an agreement in writing of the purpose and length of the assignment during
26 which there shall be no extra pay for the work. Such assignment shall not exceed
27 twelve (12) months. A copy of the notice shall be placed in the employee's file.

28
29 Section 2. Revision of Classification Series.

- 30 a. Prior to implementation of new classifications, or major revisions of existing
31 classifications, the parties will negotiate rates of pay, effective date and method of
32 implementation.
- 33 b. Should the Agency establish a new classification or materially revise an existing
34 classification during the life of this Agreement, the parties shall meet and negotiate
35 the salary range for the new or revised classification.
- 36 c. Employees shall be informed of their allocation into the new classification system by
37 the Employer. Appeals to position allocation in the new classification system shall be
38 filed in accordance with Article 61, Implementation of New Classes-Appeals Process.

39
40 Section 3. Reclassification Procedure.

- 41 a. A completed Position Description Form and written explanation for a proposed
42 reclassification request shall be submitted to the Agency Human Resources Office.
- 43 b. The Agency shall review and verify the duties assigned to the position. Within thirty
44 (30) days after receipt of reclassification request, the Agency shall notify the Union of
45 its findings. If the findings indicate reclassification, the Agency shall decide to seek
46 approval if necessary or remove the duties.

1 Section 4. Upward Reclassification.

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

7
8 Section 5. Downward Reclassification.

- 9 a. When a position is reclassified to another class at the same pay level or to a class that
10 carries a lower salary range, the incumbent trial service or regular employee shall be
11 accorded corresponding status in the new class.
- 12 b. The Agency shall notify an employee in writing of a downward reclassification of the
13 employee's position, and the specific reasons for doing so within thirty (30) days prior
14 to the effective date.
- 15 c. When an employee is reclassified downward, the employee's rate of pay shall be the
16 last salary rate earned in the salary range of the previous classification. It shall remain
17 at that rate until a rate in the salary range of the new classification exceeds it, at which
18 time the employee's salary shall be adjusted to that step and the salary review and
19 eligibility date shall be established one (1) year from that date, provided the employee
20 is not at the maximum of the salary range to which the employee was reclassified.
- 21 d. No employee with the same duties within the same classification in the same
22 geographic area shall be reclassified downward while other employees with less service
23 credits remain in the original class.
24

25 Section 6. Equal Reclassification Rate.

26 When an employee is reclassified to a class having the same salary range, his/her rate of pay
27 will not be changed.
28

29 Section 7. Pay for Upward Reclassification.

30 Rate of pay upon upward reclassification shall be the first step of the new salary range, unless
31 the old salary rate was higher than the first step of the new salary range, then whatever step of a new
32 salary range constitutes a pay increase. If the new salary rate is less than a four percent (4%)
33 increase, then the employee's rate shall be the next step of the new salary range. In no case shall it
34 exceed the new salary range maximum.
35

36 Section 8. Pay Date of Upward Reclassification.

- 37 a. Effective date of reclassification payment shall be the first of the month following the
38 month in which the reclass request was received by the Department of Administrative
39 Services.
- 40 b. The employee does not retain his/her old eligibility date and will be eligible for salary
41 increase the first of the month following twelve (12) months in the new class.
42

43 Section 9. Pay for Upward Reclassification Denial.

44 If the Legislature or the Department of Administrative Services does not approve the
45 reclassification request, the employee shall be paid the rate of pay of the higher level classification
46 from the first of the month following the month in which the reclass request was received by the
47 Agency Personnel Officer to the date the duties were removed.
48

1 Section 10. Denied Reclassification/Involuntary Reclassification Appeal Process
2

3 Agency Appeal: If an employee's requested reclassification is denied or the Agency reclassifies an
4 employee's position, the Union may appeal the decision in writing to the Agency Head or designee
5 within fifteen (15) calendar days after receipt of the Agency's decision. The appeal must identify
6 the reason(s) the Agency's decision is incorrect. The Agency shall respond to the appeal in writing
7 within fifteen (15) calendar days from receipt of the Union's appeal.
8

9 Committee Appeal: If the Agency denies an employee's reclassification request or if the Agency
10 reclassifies an employee's position, the Union may appeal the decision to the Employer/Union
11 Classification Appeal Committee. The appeal must be in writing and submitted within fifteen (15)
12 calendar days from the date the Agency's final decision. All appeals must be supported with copies
13 of documents originally provided to the Agency for the reclassification request, including written
14 explanation of the request and all relevant documentation. No new documentation or information
15 will be considered by the Committee unless mutually agreed upon. Upon request, the Union and
16 employee shall have one (1) opportunity to address the committee.
17

18 Employer/Union Classification Appeal Committee: The committee shall be composed of one (1)
19 Employer representative and one (1) Union staff representative. The Committee's sole mission will
20 be to consider appeals pursuant to this section of the article and make decisions which maintain the
21 integrity of the classification system by correctly applying the classification specifications. Each
22 representative shall have experience making classification decisions.
23
24

25 Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining
26 whether the current or another classification more accurately depicts the overall assigned duties,
27 authorities and responsibilities of the position. In this process each of the designees may identify
28 one (1) alternate class that he/she determines most accurately depicts the purpose of the job and
29 overall assigned duties. The Committee will prepare an initial written decision to the Agency and
30 Union within thirty (30) calendar days of receipt which will include the reasons for the decision.
31 Agency management retains the right to modify duties to ensure consistency with the Agency's
32 work, goals and objectives. If the finding of the committee determines the assigned duties are
33 appropriately classified at a higher salary range and the Agency subsequently removes the higher
34 level duties, the employee will receive a lump sum payment for the difference between the current
35 salary rate including work out of classification pay already paid if any, and the appropriate salary
36 rate for the classification as determined by the committee. This payment shall be for the time period
37 beginning the date in which the request was received by the Agency to the date the duties are
38 removed.
39

40 Arbitration: If there is no resolution, the Union may request arbitration in writing within fifteen (15)
41 calendar days from the date of receipt of the Committee's final written decision. The Union's
42 request must be sent to the Department of Administrative Services Labor Relations Unit and shall
43 include the reasons why the Agency's decision is incorrect.
44

45 The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals
46 under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have
47 experience resolving classification issues. An arbitrator may be removed from the panel by mutual
48 agreement of the Parties. However, each party retains the right to initiate a change in that
49 arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select

1 another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet
2 scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in
3 the opinion of the arbitrator, neither party can be considered the losing party, then such expenses
4 shall apportioned as in the arbitrators' judgment is equitable. All other expenses shall be borne by
5 the Party requiring the service or item for which payment is to be made.

6
7 The arbitrator shall allow the Agency's decision to stand unless he/she concludes that the
8 proposed classification more accurately depicts the overall assigned duties, authority, and
9 responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the
10 proposed or alternate classification, Agency management may elect to remove/modify duties at any
11 point during the process. However, if the agency removes the higher level duties, the employee will
12 receive a lump sum payment for the difference between the current salary rate including work out of
13 classification pay already paid if any, and the appropriate salary rate for the classification as
14 determined by the committee. This payment shall be for the time period beginning the date in which
15 the request was received by the Agency to the date the duties are removed.

16
17 Classification Criteria. For purposes of this section, a reclassification must be based on findings that
18 the purpose of the position is consistent with the concept of the proposed classification and that the
19 class specifications for the proposed classification and that the class specifications for the proposed
20 classification more accurately depicts the overall assigned duties, authority and responsibilities of
21 the position.

22 Terms used above shall be defined as follows: a) the purpose of the position shall be
23 determined by the statement of purpose and assigned duties of the position description and other
24 relevant evidence of duties assigned by the Agency; b) the concept of the proposed classification
25 shall be determined by the general description and distinguishing features of its class specifications,
26 and, c) the overall duties, authority and responsibilities of the position shall be determined by the
27 position description and other relevant evidence of duties assigned by the Agency.

28
29 This Section supersedes any provisions contained in the Agency's grievance procedure.

30
31 Section 11. Pay Option Change-Rate of Pay.

32 When an employee's work assignment is changed resulting in the employee no longer being
33 eligible for a pay options associated with specific duties and professional registration or licensure, it
34 is agreed the change will be treated the same as a classification change (downward or upward)
35 provided for in Article 18.

36 Salary range designations on specialized positions within a classification title reflect pay
37 options as compensation for the assignment of additional duties and required qualifications to
38 perform those additional duties. For example, NRS 3 is at salary range 27 and NRS 3
39 (Hydrogeologist) is at a salary range 28B even though both have the same classification number and
40 same classification specification. Salary treatment for assigned or reassigned duties eligible for a pay
41 option, temporarily or on a long term basis, shall be as follows:

- 42 a. Temporary basis-When an employee is assigned or reassigned the duties, in writing,
43 by the Agency for five consecutive workdays, or forth (40) consecutive work hours,
44 the employee will be paid WOC pursuant to Section 1 of this Article. This "WOC"
45 applies to employees who have never been permanently assigned the pay option
46 eligible duties, and to those who previously had been assigned but had the pay option
47 duties removed.

1 Section 4.

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

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

22
23 Section 5.

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

- 27 a. The Employer agrees that all AFSCME represented state agencies will conduct a
28 feasibility study in instances of contracting out work performed by bargaining unit
29 employees when contracting out will result in displacement of bargaining unit
30 employees.
- 31 b. The Parties agree that AFSCME-represented agencies will send directly to
32 AFSCME’s Executive Director and to DAS HRSD Labor Relations Unit all future
33 notices of intent to conduct a feasibility study pursuant to Section 1.

34
35 Section 6. Review of Contracted Work

36
37 Upon request, the union may view state contracts deemed public records. The union will
38 contact the agency manager responsible for procurement and contracts to arrange a time to review
39 the contracts. The agency will let the union review any contracts that the agency itself stores, and
40 are available through public records request. The union will contact the state archivist for older
41 contracts under the public records law. The union may submit suggestions to the agency on agency
42 initiated contracts as to how bargaining unit members could perform the work more efficiently (at
43 reduced cost) and effectively (improved quality). The parties may discuss the union suggestions at
44 their labor/management meetings and determine the most effective and efficient way to accomplish
45 the work in the future for Agency initiated contracts. Decisions around reviewing of contracted
46 work are not subject to the grievance procedure.

ARTICLE 20 - LAYOFF

As the Agency values stability in the workforce and the talents and contributions of its employees, the Agency will make a good faith effort to implement other workforce adjustment measures before implementing layoff. When the Agency decides a workforce adjustment or layoff will be necessary, the Agency will notify the Union. Where a workforce adjustment plan is developed, the Agency will share the plan with the Union.

These work force adjustments include, but are not limited to, reassignment of individual employees to existing budgeted vacancies where qualified, voluntary demotions, or work-week reductions. Prior to layoff, and upon request of either the agency or the Union, the parties shall meet to propose work force adjustments involving multiple employees. These work force adjustments may include demotions, workweek reductions and job shares designed to minimize the impact of any proposed layoff. If mutual agreement cannot be reached within fifteen (15) days (which may run concurrently with notice of layoff), the Agency may implement proposed work force adjustments or layoffs.

Section 1. Definition of Layoff.

A layoff is defined as a separation from the service for involuntary reasons not reflecting discredit on an employee.

Section 2. Division Protected Positions.

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

Section 3. Seniority Computation.

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

- a. One (1) point per month for each full month of unbroken service in State service excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of authorized leave without pay will be deducted from seniority calculations pursuant to the definition of seniority in Article 7 – Definitions. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.
- b. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given to:
 1. Length of continuous service with the Agency;
 2. Length of continuous service in the job classification.

Section 4. Geographic Areas.

- a. Northwest Area
Clackamas, Clatsop, Columbia, Multnomah, Tillamook and Washington Counties
- b. Willamette Valley Area
Benton, Lane, Lincoln, Linn Marian, Polk and Yamhill Counties
- c. Southwest Area
Coos, Curry, Douglas, Jackson and Josephine Counties
- d. Central Area
Crook, Deschutes, Hood River, Jefferson, Klamath, Lake and Sherman Counties

- 1 e. Eastern Area
2 Baker, Grant, Gilliam, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wasco
3 and Wheeler Counties
4

5 Section 5. Layoff Procedure.

6 The layoff procedure shall occur in the following manner:

- 7 a. The Agency shall determine the specific positions to be vacated and employees in
8 those positions shall be notified of layoff. The Agency shall notify, in writing, all
9 affected employees of his/her seniority and his/her contractual bumping rights. The
10 Agency shall notify the Union of the seniority of all employees in all affected
11 positions in writing. The Agency shall also post a copy of the seniority of all affected
12 positions in the geographic area on the employee bulletin board.
13 b. An employee and the Union representative shall be given written notice of layoff as
14 far in advance as possible but not less than fifteen (15) calendar days before the
15 effective date, stating the reasons for the layoff.
16 c. Employees shall be laid off by geographic area.
17 d. Temporary and contractual employees working in the classifications and geographic
18 area(s) for which a notice of layoff was given shall be terminated prior to the layoff of
19 trial service or regular employees.
20 e. An initial trial service employee (new to state service) cannot displace any regular
21 status employee.

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

- 27 f. An employee notified of a pending layoff shall have one (1) opportunity to prioritize
28 the following options and communicate such choice in writing to the Human
29 Resources Manager within seven (7) calendar days from the date the employee is
30 notified in writing. The Agency shall place the employee in the least senior position
31 available for which the employee is qualified according to the prioritized order
32 submitted by the employee; That is, if the Agency is unable to place the employee
33 according to the employee's first priority, the Agency will attempt to place the
34 employee according to the second priority, and so on. If the Agency is unable to place
35 the employee through this process, the employee will be laid off.

36 1. Displacement within Current Classification. The employee may displace the
37 least senior employee in the same classification for which he/she is qualified in
38 the same geographical area in the Agency where the layoff occurs.

39 2. Displacement within Same Salary Range. The employee may displace the
40 least senior employee in a classification within the same salary range (lateral)
41 for which he/she is qualified in the same geographic area where the layoff
42 occurs, provided he/she previously had completed trial service in a position in
43 that classification with the Agency. An employee who demoted into a
44 classification as a result of a previous layoff, and therefore had not served a
45 recognized trial service period, will be considered to have served trial service
46 after six (6) months of continuous service in the demotion classification for the
47 purposes of applying this section in a future layoff.
48
49

1 3. Demotion. The employee may demote, which may result in the displacement of
2 another employee, to the least senior position in one of up to three (3)
3 classifications identified by the employee. The employee shall prioritize up to
4 three (3) classifications in lower salary ranges for which he/she is qualified
5 within the Agency and same geographic area. The employee may demote to
6 the least senior position in one of the identified classifications considered in
7 the order listed by the employee. Employees who elect to demote shall be
8 placed on any geographic area layoff list of his/her choice, within the Agency,
9 for the classification from which he/she demoted.

10 4. Layoff. The employee may elect to be laid off. An employee who elects to
11 be laid off shall be placed on any geographic area layoff list of his/her choice,
12 within the Agency, for the classification from which he/she was laid off.

13 For purposes of displacement under Section 5(f) (1), (2) and (3), a
14 vacant position that management intends to fill is considered to be the least
15 senior.

16 Full-time to Part-time or Part-time to Full-time Option. Employees
17 willing to convert from part-time to full-time status, or full-time to part-time
18 status, if necessary, to displace the least senior employee, shall designate their
19 willingness to convert in writing at the time of their selection of options under
20 Section 5(f). For the purpose of displacing another employee the following
21 shall apply:

- 22 A. If a full-time employee elects in writing to displace the least senior employee
23 and the least senior employee is part-time, then the full-time employee shall
24 convert to part-time and shall work only the number of hours per week as the
25 displaced part-time employee.
- 26 B. If a part-time employee elects in writing to displace the least senior employee
27 and the least senior employee is full-time, then the part-time employee shall
28 convert to full-time and shall work forty (40) hours per week.
- 29 C. If an employee does not provide written election A or B above, then the
30 employees' prioritized layoff options will be implemented only to displace
31 other positions of the same status, that is, full-time to full-time or part-time to
32 part-time status positions.

33 g. To be qualified for the options under Section 5(f) (1) (2), and (3) the employee must
34 meet all of the minimum qualifications for the position's classification and must be
35 capable of performing the specific requirements of the position as stated in the
36 position description within thirty (30) working days. When exercising an option
37 under Section 5(f) (1), (2), and (3) an employee shall only be eligible to displace
38 another employee with a lower seniority. If an employee meets the minimum
39 qualifications but is not capable of performing the specific requirements of the least
40 senior position, he/she may displace or demote to the next least senior position in the
41 classification, provided the incumbent in the next lowest position has least seniority
42 than the employee displacing or demoting and the employee is capable of performing
43 the specific requirements of the position.

44 An employee who is seeking to bump another employee has no right to a trial
45 service period of any duration in the position into which the employee is attempting
46 to bump. Further, the thirty (30) working days time period is for the purposes of
47 orienting an employee to the position, not training the employee to perform the work.
48 Therefore, it is necessary that the employee can perform all of the core duties and
49 responsibilities of the position as determined by the Agency prior to bumping into the

1 position. The employee will receive performance coaching during this time period as
2 assistance for successfully performing the duties of the position.

3 h. Job Share.

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

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

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

13 i. If an employee is overfilling or underfilling a position, the employee will be
14 considered in the position classification for the purposes of this Article. If an overfill
15 employee is displaced, demoted in lieu of layoff, or is laid off, the employee shall
16 retain his/her overfill status upon return to his/her classification.

17 j. Any employee displaced by another employee exercising options under Section 5(f)
18 (1), (2), and (3) shall be provided written notice of layoff according to Section 5(a)
19 and may also exercise any option under 5(f).
20

21 Section 6. Workforce Adjustment Trial Service Period.

22 Employees who are appointed to a vacant position with different duties and a different
23 manager as the result of a workforce adjustment will serve a trial service period pursuant to Article
24 17 in that new position. If the employee was previously a regular status employee in the bargaining
25 unit and is not able to satisfactorily perform the duties of the new assignment, the employee will be
26 assigned to another vacant position for which the employee qualifies, in the same or equal
27 classification. If no suitable position exists, the employee will be laid off in accordance with this
28 Article.
29

30 Section 7. Seasonal Employees.

31 Regular seasonal employees laid off prior to the end of the season shall be placed in order of
32 seniority on the Agency layoff list for seasonal reappointment. The eligibility for such seasonal
33 employees shall be canceled at the end of each season. At the completion of a season, all seasonal
34 employees shall be terminated without regard to seniority. Regular seasonal employees terminated at
35 the end of the season shall be placed on the reemployment roster in order of seniority and shall be
36 recalled by geographical area the following season in order of seniority to the extent that work is
37 available to be performed.
38

39 Section 8. Comp Time Payout.

40 Any employee demoted in lieu of layoff may request at that time and shall be paid for all
41 accrued compensatory time at the rate being earned prior to demotion in lieu of layoff.
42

43 Section 9. Agency Layoff Lists for Recall.

44 Names of regular employees of the Agency who have separated from the service of the State
45 in good standing by layoff or who have demoted in lieu of layoff shall be placed on layoff lists for
46 recall to the Agency in seniority order established by the classification from which the employee was
47 laid off or demoted in lieu of layoff and by geographical area.

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

4 Section 10. Right of Return.

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

9
10 Section 11. Recall.

11 Employees who are on an Agency layoff list shall be recalled by geographic area in seniority
12 order beginning with the employee with the highest seniority who meets all of the minimum
13 qualifications for the position's classification and who is capable of performing the specific
14 requirements of the position as stated on the position description within two (2) weeks. An employee
15 who is seeking recall has no right to a trial service period of any duration in the position into which
16 the employee is attempting to return. Further, the two (2)-week time period is for the purposes of
17 orienting an employee to the position, not training the employee to do the work. Therefore, it is
18 necessary that the employee can perform all of the core duties and responsibilities of the position as
19 determined by the Agency prior to being recalled to the position. The employee will receive
20 performance coaching during this time period as assistance for successfully performing the duties of
21 the position.

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

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

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

33
34 Section 12. Secondary Recall Rights.

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

38 b. Definitions.

- 39 1. Geographic Areas, for the purpose of secondary recall, are each location for
40 which an employee may indicate his/her willingness to relocate on the State's
41 PD100.
- 42 2. Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME
43 Central Table Agency and/or Department of Corrections and Board of Parole
44 bargaining unit Contract.
- 45 3. Secondary Recall List is an inter-agency layoff list, which consists of regular
46 status employees who have been separated by layoff from Union-represented
47 positions in AFSCME Central Table Agencies and/or Department of
48 Corrections and Board of Parole and who have elected to be placed on such
49 list, consistent with the definitions of geographic areas defined above.

- 1 c. Coordination with Filling of Vacancy and Layoff Articles. The recall options
2 provided herein shall be consistent with the priority of recall to positions from layoff
3 within an Agency, as specified within each Agency's contract, except that recall from
4 Agency Layoff Lists shall take precedence over recall from the Secondary Recall
5 List.
- 6 d. Procedures.
- 7 1. Placement on the Secondary Recall List.
- 8 A. Regular status employees who are separated from the service of the
9 State in good standing (meaning no record of economic disciplinary
10 sanctions in his/her personnel file) by layoff or transferred outside State
11 government due to intergovernmental transfer shall, in addition to their
12 right to be placed on the Agency Layoff List, be given the option of
13 electing placement on the Secondary Recall List by geographic area for
14 other AFSCME-represented bargaining units which utilize the same or
15 successor classification from which they were laid off. The term of
16 eligibility of candidates placed on the list shall be two (2) years from
17 the date of layoff. When an employee is prohibited from participating
18 in the secondary recall process due to the presence of an economic
19 disciplinary sanction in his/her personnel file, that employee may
20 request and shall be placed on the Secondary Recall List for the
21 remainder of the two (2) years eligibility following layoff once the
22 discipline has remained in the file for the length of time required by the
23 agency's contract.
- 24 B. Employees who elect to be placed on the Secondary Recall List shall
25 specify in writing the AFSCME Central Table and/or Department of
26 Corrections and Board of Parole bargaining units and geographic areas
27 to which they are willing to be recalled.
- 28 2. Use of the Secondary Recall List.
- 29 A. After the exhaustion of the Agency Layoff List for a specific
30 classification within a geographic area, the Secondary Layoff List shall
31 be used to fill all positions within a specific classification and
32 geographic area consistent with Section (c) above, until such secondary
33 list is exhausted
- 34 B. To be eligible for appointment from the Secondary Recall List, a laid -
35 off employee on such list must meet the minimum qualifications for the
36 classification and any special qualifications for the position.
- 37 C. Agencies shall utilize the Secondary Recall List to fill positions by
38 calling for certifications from the list of the five (5) most senior
39 employees who meet the minimum qualifications for the classification
40 and any special qualifications for the position to be filled by selecting
41 one (1) of the five (5) so certified. Seniority for this purpose shall be
42 computed as described per the layoff article of each Agency's contract.
- 43 D. Where fewer than five (5) eligible employees remain on the Secondary
44 Recall List, the Agency shall select one (1) of these employees who
45 meets the minimum qualifications for the class and any special
46 qualifications for the position.
- 47
48

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

- 2 A. A laid off employee on the Secondary Recall List who is offered an
3 appointment from the list and refuses to accept the appointment shall
4 have his/her name removed from the Secondary Recall List; however,
5 an Agency will not remove an employee's name from the Secondary
6 Recall List where that individual had been a day shift employee and
7 subsequently refuses the offer of a position with swing shift or night
8 shift hours.
- 9 B. Employees appointed to positions from the Secondary Recall List shall
10 have their names removed from their Agency Layoff List(s) and the
11 Secondary Recall List.
- 12 C. Employees appointed to positions from the Secondary Recall list shall
13 serve a trial service period not to exceed three (3) full months except
14 that employees hired into the Offender Information and Sentence Unit
15 as Prison Team Analyst (PTA) shall serve a trial service period
16 consistent with the DOC agreement. Administration of the trial service
17 period shall be consistent with the DOC agreement. Administration of
18 the trial service period shall be consistent with the hiring Agency's
19 contract. However, employees who fail to successfully complete this
20 trial service period shall have their names restored to the Agency
21 Layoff List(s) on which they previously had standing. Restoration to
22 the Agency Layoff List(s) shall be for the remaining period of
23 eligibility that existed at the time of appointment from the Secondary
24 Recall List. An employee may also petition the DAS-Labor Relations
25 Unit to also be restored to the Secondary Recall List for the remainder
26 of the initial twenty-four (24)-month recall period where the trial
27 service removal was not related to potential misconduct warranting an
28 economic or dismissal sanction. In no instance shall the DAS-Labor
29 Relations Unit's decision be grievable.
- 30 D. Employees appointed to positions from the Secondary Recall List shall
31 not be entitled to moving expenses.

32
33 Section 13. Temporary Interruption of Employment.

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

45 When the Employer declares that a temporary interruption of employment should be
46 considered because of lack of funds, either party may provide the other with written notice to meet
47 and discuss possible terms of such interruption or alternative options. Such meeting must occur
48 within thirty (30) days of the declaration. Terms and alternatives shall be subject to mutual
49 agreement by the Union and the Employer. The parties agree that any and all discussions that take

1 place under this Section shall not be subject to the complete agreement articles of any of the
2 agreements or constitute interim negotiations under PECBA. In addition, the parties will not be
3 required to use the dispute resolution process contained in the PECBA.
4

5 **ARTICLE 21 - PAYDAY AND PAY ADVANCES**

6 7 Section 1.

8 All employees shall normally be paid no later than the first of the month. When a payday
9 occurs on Monday through Friday, payroll checks shall be released to employees on that day. When
10 a payday falls on a Saturday, Sunday or holiday, employee paychecks shall be made available after
11 8:00 a.m. on the last working day of the month. When an employee is not scheduled to work on the
12 payday, the paycheck may be released prior to payday if the paycheck is available and the employee
13 has completed the "Request for Release of Payroll Check" Form AD20. However, the employee
14 may not cash or deposit the check prior to the normal release day. Any violation of this provision
15 shall be cause for disciplinary action. The release day for December paychecks dated January 1
16 shall be the first working day in January to avoid the risk of December's paychecks being included in
17 the prior year's earnings for tax.
18

19 Section 2.

20 Employees will be allowed one (1) pay advance during their first thirty (30) days of
21 employment.
22

23 Section 3.

24 The parties agree that pay advances will be kept to an absolute minimum, generally no more
25 than one (1) pay advance in any twelve (12)-month period, and are for emergencies. Within that
26 context, employees may obtain an advance on their salary, subject to approval of the Appointing
27 Authority, following receipt of the employee's written request describing the emergency. An
28 emergency is defined as an unusual, unforeseen event or condition that requires immediate financial
29 attention by an employee. The amount of the request shall not exceed sixty percent (60%) of gross
30 pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may
31 submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be
32 submitted to the payroll office by the fifteenth of the month.
33

34 **ARTICLE 22 - HEALTH AND SAFETY**

35 36 Section 1.

37 The Employer agrees to abide by standards of safety and health and develop and implement
38 policies in accordance with the Oregon Safe Employment Act (ORS 654.001 through 654.295, and
39 654.991) and Oregon Administrative Rules and to implement safe work practices to prevent
40 occupational illnesses and injuries. The Employer supports, will follow, and expects employees to
41 follow the DEQ Health and Safety Program and DEQ Health and Safety policies.. The Health and
42 Safety Manager will review Health and Safety policies annually with the Central Safety Committee.
43 If an employee believes s/he is in an unsafe situation, s/he is expected to invoke Section 3 and/or 4
44 of this Article.
45
46

1 Section 2.

2 Proper safety devices and clothing shall be provided by the Agency for all employees
3 engaged in work where such devices are necessary to meet the requirements of the Department of
4 Consumer and Business Services or if deemed necessary by the Agency. The Agency will consider
5 safety committee recommendations when determining what safety equipment and clothing is
6 required by employees. Such equipment, where provided, must be used. Where the Agency has
7 provided protective devices or clothing in the past and it is deemed necessary under this Article, the
8 practice will continue. Protective clothing and safety devices shall remain the property of the
9 Agency and shall be returned to the Agency upon termination of employment. Agency will develop
10 policy concerning security of individual safety equipment. That policy will also refer employees to
11 the Safety Officer to get needed/replacement materials.
12

13 Section 3.

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

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

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

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

- 32 b. Pending determination provided for in this Section, the employee shall be given
33 suitable work elsewhere.
34 c. Time lost by the employee as a result of any refusal to perform work on the grounds
35 that it is unsafe or might unduly endanger his/her health shall not be paid by the
36 Agency unless the employee's claim is upheld.

37 Section 4.

38 Any pregnant or nursing employee assigned to work in an environment that may be harmful
39 to the pregnancy, fetus, or nursing child may request reassignment to alternative work, at equal pay.
40 The employer may request a physician, physician assistant or nurse practitioner statement regarding
41 the proven or potential harm.
42

43 Section 5.

44 Information requested by a member of the Central Safety Committee regarding working
45 conditions concerning health and safety will be provided in writing to the Central Safety Committee
46 by the Agency's Health and Safety Officer within fifteen (15) days of the request. If the Agency is
47 not able to respond to the request for information, the Agency will provide a written explanation.
48

1 Section 6.

2 The Agency shall provide space and suitable furnishing, such as cots, beds, or stretchers,
3 including disposable sheets or equivalent devices, to permit ill or injured employees to lie down
4 during working hours.

5
6 Section 7.

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

9
10 Section 8.

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

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

18 1. By mutual agreement, determine appropriate annual training to be provided to
19 members of the safety committees and Premises Safety Representatives,
20 including training provided by the Department of Consumer and Business
21 Services, OR-OSHA Division.

22 2. Be given the opportunity for input into the selection of long-term retainer
23 contracts for health and safety consultants, prior to the Agency employing the
24 consultants.

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

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

37
38 Section 9.

39 Management will select from volunteers or appoint Premises Safety Representatives (PSRs).
40 PSRs will perform the duties identified in the Health and Safety Standard for Premises Safety
41 Representatives. Upon request by the PSRs their manager will attach a copy of the PSR roles and
42 responsibilities to their work agreement.

43
44 Section 10.

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

1 employees to protect their health. These recommendations will be provided to both management
2 and the employee subject to the requirements of HIPAA.

3 Medical records provided to the Agency by the employee or by the employee's medical
4 provider with the employee's authorization, shall be kept in a confidential file, separate from the
5 employee's official personnel file. The contents of this file may be shared subject to the
6 requirements of HIPAA with appropriate management staff on a strict need-to-know basis.
7

8 Section 11.

9 The Agency will provide to employees in operations where safety glasses are required,
10 prescription safety glasses, and replacement prescription safety glasses as needed, not to exceed one
11 hundred and seventy-five dollars (\$175.00) annually. Choice of frames will be made by the
12 employee. [Note: It is not the Agency's practice or intent to pay for eye examinations.]
13

14 Section 12.

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

18 The Agency will reimburse Vehicle Emission Technician 1 and 2 employees for slip and
19 chemical-resistant footwear approved by the Health and Safety Program, not to exceed one hundred
20 dollars (\$100.00) annually. Other VIP employees whose duties require the employee to work "in the
21 lanes" at least twenty percent (20%) of the work year also will be eligible for the slip and chemical
22 resistant footwear reimbursement, provided the duties and percentage of time required to perform the
23 duties is documented in the employee's position description.
24

25 Section 13.

26 A joint management/represented employee committee will provide guidelines and suggested
27 policies for implementation of an employee wellness program. The committee will select a
28 chairperson from among the members and will be provided a budget of fifteen thousand dollars
29 (\$15,000) per biennium to implement a statewide program designed to enhance employee health.
30 The Union may appoint one represented member to the Statewide DEQ Wellness Committee, and
31 may be in paid time for such activity for up to two (2) hours per month if time is necessary for
32 committee work. The Human Resources Manager will provide oversight to the committee and
33 approve recommended expenditures of budgeted funds. An annual report of the agencies wellness
34 expenditures shall be provided to the Labor Management Committee.
35

36 **ARTICLE 23 – EDUCATION, TRAINING, AND CAREER DEVELOPMENT**

37 Section 1.

38 The Agency recognizes that employee participation in training, education and career
39 development is beneficial to both the Agency and employees. The Agency will, as far as it is
40 reasonably practicable to do so, provide training, education and career development opportunities for
41 all employees. Such opportunities include, but are not limited to, job-related and career development
42 training, participation in conferences and workshops, job rotations, mentorships and special
43 assignments. The Agency will obtain and disseminate current information about available training
44 and opportunities on a timely basis. To ensure that all employees are aware of the career
45 development program, the Agency shall post information regarding the career development program
46 on the Intranet, post notices via E-Mail at least annually and include information in New Employee
47 Packets and New Employee Orientation. Employees share responsibility for identifying,
48

1 researching, applying for training, education and career development opportunities, and are
2 encouraged to discuss their career goals with their supervisors.

3
4 Section 2.

5 Training for employees may be conducted both during and outside of an employee's work
6 schedule. When an employee's attendance is required by the Agency, he/she shall be notified in
7 writing, and he/she shall be paid for the time as time worked. When a regular status employee
8 requests training, the request shall be made in writing in accordance with the procedure in the
9 Agency training policy and management will respond in accordance with Agency training policy.

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

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

24
25 Section 3.

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

30 Section 4.

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

37
38 **ARTICLE 24 - WORKWEEK, WORKDAY AND WORK SCHEDULE**

39
40 Section 1. Definitions.

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

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

1 five (5) consecutive days beginning on 12:01 a.m. Monday and ending on the following Sunday at
2 12:00 midnight.

3 Section 2.

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

6
7 Section 3.

- 8 a. Employees on a Regular Work Schedule. A rest period of fifteen (15) minutes shall
9 be allowed during each consecutive work period of four (4) hours or more. Such rest
10 periods shall be in accordance with operating requirements. Each employee working
11 an eight (8)-hour day shall be allowed two (2) rest periods.
- 12 b. Employees on an Alternative Work Schedule. A rest period of fifteen (15) minutes
13 shall be allowed during each consecutive work period of four (4) hours or more. Such
14 rest periods shall be in accordance with operating requirements.
- 15 c. Employees expected to work two (2) or more overtime hours past their regular shift
16 shall be entitled to a fifteen (15)-minute rest period at the end of their regular shift and
17 shall be entitled to rest periods as scheduled by the subsequent shift.

18 Section 4.

19 All employees working at least an eight (8) hour workday shall be granted a nonduty meal
20 period of not less than thirty (30) minutes and not more than two (2) hours. Such meal period shall
21 be scheduled as close as possible to the middle of the workday. Employees working less than an
22 eight (8)-hour workday may be granted a meal period as determined by the Agency, except that a
23 meal period is not required for work periods of less than six (6) hours .

24
25 Section 5.

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

28
29 Section 6.

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

33
34 **ARTICLE 24A - FLEXTIME**

35
36 Section 1. Definitions.

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

39
40 Section 2.

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

1 Agency's ability to schedule or grant overtime, call-back, or other similar work assignment or
2 scheduling.

3
4 Section 3.

5 All alternative work schedules must be responsive to the operational needs of the work unit.
6 This shall include responsiveness to others both within and outside the Agency from 8:00 a.m. to
7 5:00 p.m., Monday through Friday. Such scheduling may vary to meet the operational needs for
8 Vehicle Inspection Stations, the Regions, and Laboratory.

9
10 Section 4.

11 Employees on all work schedules are expected to take a one (1)-hour lunch break. Any
12 employee who desires a shorter, or longer, lunch break shall indicate such on a work schedule form.
13 In no event shall the meal period be less than thirty (30) minutes, or longer than two (2) hours.
14 Statute requires that employees with work periods seven (7) hours or less shall begin their lunch
15 break between the second (2nd) and fifth (5th) hours, and those with work periods more than seven
16 (7) hours begin their lunch break between the third (3rd) and sixth (6th) hours, after starting work, but
17 in no event would this provision be superseded by a flex schedule. Current practice regarding
18 accommodation for rest breaks shall continue.

19
20 Section 5.

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

31
32 Section 6.

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

41
42 Section 7.

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

1 Section 8.

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

7
8 Section 9.

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

17
18 Section 10.

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

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

32
33 Section 11.

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

38
39 **ARTICLE 25 - REPORTING TIME**

40
41 Section 1.

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

44
45 Section 2.

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

1 employee's reporting time is changed without the required notice, the employee shall be entitled to
2 penalty payment at time and one-half (1-1/2) for the first two (2) hours worked.

3
4 Section 3.

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

10
11
12
13 Section 4.

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

17
18 **ARTICLE 26 - SCHEDULING COMPENSATORY TIME OFF**

19
20 Section 1.

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

27
28 Section 2.

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

31
32 Section 3.

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

38
39 Section 4.

40 When an employee terminates employment with the Agency, the Agency shall pay all unused
41 compensatory time hours to the employee in the last paycheck.
42

1 **ARTICLE 27 - INCLEMENT CONDITIONS**

2
3 Section 1.

4 In the event of inclement or hazardous conditions which, in the judgment of the Agency,
5 require the closing of Agency offices or facilities prior to the beginning of the normal work shift, the
6 Agency will take reasonable action through public and private communication means to notify
7 employees of such closure. The employees may request and the Agency may grant the use of
8 vacation leave, compensatory time or leave without pay to cover time loss under these situations.
9 However, such reduction in salary will not be made for an FLSA-exempt employee except for full
10 workweek increments where the Agency has determined there is not work available and absence of
11 one (1) or more full workweeks occurs.
12

13 Section 2.

14 In inclement weather conditions employees reporting late will be paid for the whole day in
15 accordance to current practice.
16

17 Section 3.

18 When, in the judgment of the Agency, inclement or hazardous conditions requires the closing
19 of Agency offices or facilities after the beginning of the normal work shift, employees who reported
20 to work prior to the decision to close the office or facility shall be paid for the remainder of the shift.
21

22 Section 4.

23 When Agency offices or facilities are open and weather conditions, in the judgment of the
24 employee, change to inclement or hazardous, the employee may request leave to go home prior to
25 the end of shift. Such leave is subject to supervisory approval and if granted the employee may
26 request and the Employer may grant vacation leave, compensatory time, or leave without pay to
27 cover such time loss.
28

29 Section 5.

30 When inclement or dangerous conditions require closure of DEQ office(s), a good faith effort
31 will be made to use the media to broadcast such decisions.
32

33 **ARTICLE 28 - HOLIDAYS**

34 Section 1.

35 The following compensable holidays shall be recognized:

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

1 When a holiday specified in this Section falls on a Saturday, the preceding Friday
2 shall be recognized as the holiday, except for Portland-Metro Area Clean Air Station employees in
3 the classifications of Vehicle Emissions Technician I (VET I) and Vehicle Emissions Technician II
4 (Vet II). For these employees, when a holiday specified in this Section falls on Saturday, the
5 Saturday shall be the recognized holiday.

6 When a holiday specified in this Section falls on a Sunday, the following Monday
7 shall be recognized as the holiday.

8 During the work period when a compensable holiday occurs, the procedures in Article 24A, Section
9 9 shall be followed.

10
11 Section 2.

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

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

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

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

32
33 Section 3.

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

39
40 Section 4.

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

44
45 Section 5.

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

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

8 For employees in the classifications of VET I and VET II in the Medford Clean Air Station,
 9 eight (8) hours of paid leave shall be used on Tuesday, December 24, 2013 and on Friday, December
 10 26, 2014.

11 For employees in the classifications of VET 1 and VET II in the Portland-Metro Area Clean
 12 Air Stations, temporary weekly schedule adjustments shall be in effect and provide for eight (8)
 13 hours of Governor's paid leave in 2013 and 2014 as follows:

Tuesday	Wednesday	Thursday	Friday	Saturday
12/24/13	12/25/13	12/26/13	12/27/13	12/28/13
Off	Off	8:00 a.m. - 6:00 p.m.	8:00 a.m. - 6:00 p.m.	8:00 a.m. - 1:00 p.m.
8 hrs Governor's Leave	8 hrs Christmas Day	9.5 hrs	9.5 hrs	5 hrs

Tuesday	Wednesday	Thursday	Friday	Saturday
12/31/13	01/01/14	01/02/14	01/03/14	01/04/14
8:00 a.m. - 6:00 p.m.	Off	8:00 a.m. - 6:00 p.m.	8:30 a.m. - 5:30 p.m.	8:30 a.m. - 1:00 p.m.
9.5 hrs	8 hrs New Years Day	9.5 hrs	8.5 hrs	4.5 hrs

Tuesday	Wednesday	Thursday	Friday	Saturday
12/23/14	12/24/14	12/25/14	12/26/14	12/27/13
8:00 a.m. - 6:00 p.m.	Off	Off	8:00 a.m. - 6:00 p.m.	8:00 a.m. - 1:00 p.m.
9.5 hrs	8 hrs Governor's Leave	8 hrs Christmas Day	9.5 hrs	5 hrs

Tuesday	Wednesday	Thursday	Friday	Saturday
12/30/14	12/31/14	01/01/15	01/02/15	01/03/05
8:30 a.m. - 5:30 p.m.	8:30 am - 7:00 pm	Off	8:30 a.m. - 5:30 p.m.	8:00 a.m. - 1:00 p.m.
8.5 hrs	10 hrs	8 hrs New Years Day	8.5 hrs	5 hrs

1 Section 6.

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

8
9 **ARTICLE 29 - VACATION LEAVE**

10
11 Section 1. Vacation Leave for Full-time Employees.

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

15		
16	After six (6) months through	Twelve (12) workdays for each twelve (12) full
17	fifth (5th) year	months of service (eight (8) hours per month)
18		
19	After fifth (5th) year through	Fifteen (15) workdays for each twelve (12) full
20	tenth (10th) year	months of service (ten (10) hours per month)
21		
22	After tenth (10th) year through	Eighteen (18) workdays for each twelve (12)
23	full fifteenth (15th) year	months of service (twelve (12) hours per
24	month)	
25		
26	After fifteenth (15th) year through	Twenty-one (21) workdays for each twelve (12)
27	twentieth (20th) year	full months of service (fourteen (14) hours per
28		month)
29		
30	After twentieth (20th) year	Twenty-four (24) workdays for each twelve (12)
31	through twenty-fifth (25th)	full months of service (sixteen (16) hours per
32	year	month)
33		
34	After twenty-fifth (25th) year	Twenty-seven (27) workdays for each twelve (12)
35		twelve (12) full months of service (eighteen (18)
36		hours per month)
37		

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

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

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

5		
6	First (1st) month through	Twelve (12) workdays for each twelve (12)
7	sixtieth (60th) month	full months of service (eight (8) hours per
8		month)
9		
10	Sixty-first (61st) month through	Fifteen (15) workdays for each twelve (12)
11	one hundred & twentieth	full months of service (ten (10) hours per
12	(120th) month	month)
13	One hundred & twenty-first (121st)	Eighteen (18) workdays for each twelve month
14	through one hundred &	(12) full months of service (twelve (12)
15	eightieth (180th) month	hours per month)
16		
17	One hundred & eighty-first (181st)	Twenty-one (21) workdays for each twelve
18	month through two hundred & fortieth	(12) full months of service (fourteen (14)
19	(240th) month	hours per month)
20		
21	After two hundred & forty-first	Twenty-four (24) workdays for each twelve
22	(241st) month through three	twelve (12) full months of service (sixteen
23	hundredth (300th) month	(16) hours per month)
24		
25	After three hundredth (300th) month	Twenty-seven (27) workdays for each
26		twelve (12) full calendar months of
27		service (eighteen (18) hours per month)
28		

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

33
34 Section 3. Vacation Leave for Seasonal Employees.

35 After having served a combination of seasonal periods totaling six (6) full months (a
36 minimum of 1,040 hours), seasonal employees shall be credited with forty-eight (48) hours of
37 vacation. In accumulating this initial six (6) months of service, time worked prior to a break in
38 service may be credited if the break does not exceed two (2) seasons. An employee may not be
39 credited with more than one (1) season during a calendar year. Thereafter, vacation leave shall be
40 accumulated as follows:

41		
42	After a total of six (6) months (a	Twelve (12) workdays for each twelve (12)
43	minimum of one thousand & forty	full months of service (eight (8) hours per
44	(1,040) hours) through fifth (5th)	(month)
45	annual season	
46		
47	After fifth (5th) annual season	Fifteen (15) workdays for each twelve (12)
48	through tenth (10th) annual season	full months of service (ten (10) hours per month)
49		

1	After tenth (10th) annual season	Eighteen (18) workdays for each twelve (12)
2	through fifteenth (15th) annual	full months of service (twelve (12) hours per
3	season	month)
4		
5	After fifteenth (15th) annual season	Twenty-one (21) workdays for each twelve
6	through twentieth (20th) annual	(12) full months of service (fourteen (14)
7	season	hours per month)
8		
9	After twentieth (20th) annual season	Twenty-four (24) workdays for each twelve
10	through twenty-fifth (25th)	(12) full months of service (sixteen (16)
11	annual season	hours per month)
12	After twenty-fifth (25 th) annual	Twenty-seven (27) workdays for each
13	season	twelve (12) full months of service (eighteen
14		(18) hour per month)

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

17
18 Section 4. Eligibility for Vacation Credits.

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

22
23 Section 5. Restoration of Vacation Leave Credits.

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

26
27 Section 6. Termination Vacation Pay.

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

32
33 Section 7. Scheduling of Vacations.

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

36
37 Section 8. Vacation Accrual.

38 An employee shall be allowed to accumulate a maximum of three hundred fifty (350) hours
39 of vacation leave; however, in the event of layoff, resignation, retirement or termination any unused
40 vacation up to two-hundred and fifty (250) hours will be paid to the employee. An employee
41 transferring in from another State agency may transfer up to eighty (80) hours of accrued vacation
42 leave. Where vacation leave is requested and denied resulting in loss of leave, the
43 employee shall be authorized to cash out forty (40) hours of vacation leave accrued. When
44 an employee notifies the Agency they plan to separate from Agency service within the next
45 two (2) calendar months, and the employee has at the time of such notice more than two
46 hundred fifty (250) hours of accrued vacation hours, the Agency and employee will work
47 together to find a mutually agreeable time for the employee to take time off to reduce
48 accrued vacation hours down to the two hundred fifty (250) hours. An appointing authority
49 may authorize cash payment of forty (40) hours, upon determining that granting of vacation

1 leave is not appropriate. The designated supervisor must document the denial of the
2 vacation leave request. Cash payout for accrued vacation leave must not be granted more
3 than once in each fiscal year.

4
5 Section 9.

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

9
10 Section 10.

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

13
14 Section 11.

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

17
18 Section 12.

- 19 a. Notwithstanding the provisions of the Federal Family and Medical Leave Act
20 (FMLA), the Employer shall not require an employee to substitute any paid leave
21 earned under this Agreement for unpaid leave taken under the FMLA without the
22 consent of the employee.
- 23 b. Part-time employees who would otherwise qualify for leave under the FMLA, but for
24 the number of hours worked, may request leave without pay without first exhausting
25 their accrued paid leave, subject to the same notice, documentation and other
26 limitations and conditions applicable to full-time employees.

27
28 **ARTICLE 30 - SICK LEAVE**

29
30 Section 1. Accrual Rate of Sick Leave With Pay Credits.

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

34
35 Section 2. Eligibility for Sick Leave With Pay.

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

37
38 Section 3. Determination of Service for Sick Leave With Pay.

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

42
43 Section 4. Utilization of Sick Leave With Pay.

44 Employees who have earned sick leave credits shall be eligible for sick leave for any period
45 of absence from employment which is due to the employee's illness, bodily injury, disability
46 resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease,
47 attendance upon members of the employee's immediate family (employee's parents including
48 biological, adoptive, foster, step parent, parent-in-law; wife, husband, children including biological,

1 adopted, foster or stepchild; brother, sister, grandmother, grandfather, grandchildren, son-in-law,
2 daughter-in-law, or another member of the immediate household or domestic partner) where
3 employee's presence is required because of illness or death in the immediate family of the employee
4 or the employee's spouse. The Agency has the duty to require that the employee make other
5 arrangements, within a reasonable period of time, for the attendance upon children or other persons
6 in the employee's care. Certification of an attending physician or practitioner may be required by the
7 Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven
8 (7) consecutive working days, or if the Agency has evidence that the employee is abusing sick leave
9 privileges. The Agency may also require such certificate from an employee to determine whether
10 the employee should be allowed to return to work where the Agency has reason to believe that the
11 employee's return to work would be a health hazard to either the employee or to others.

12
13 Section 5. Sick Leave With Pay on Termination.

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

16 Section 6. Restoration of Sick Leave Credits.

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

19
20 Section 7. Sick Leave Without Pay.

21 a. Job-Incurred injury or illness:

22
23 After earned sick leave has been exhausted and the employee has the opportunity in
24 writing to exercise the option of using accumulative time as outlined in Article 41, the
25 Agency shall grant sick leave without pay for any job-incurred injury or illness for a
26 period which shall terminate upon demand by the employee for reinstatement
27 accompanied by a certificate issued by a duly licensed attending physician that the
28 employee is physically and/or mentally able to perform the duties of that position. No
29 compensatory time, vacation time or other accumulated time shall be deducted from the
30 employee's time unless directed by the employee in writing. If such direction is not given
31 by the employee, leave without pay shall be granted.

32
33 Any cost associated with the supplying of a certificate concerning a job-incurred injury or
34 illness that is not covered by Workers' Compensation benefits shall be borne by the
35 Agency.

36
37 b. Non-Job-Incurred injury or illness:

38
39 After earned sick leave has been exhausted, the Agency may grant sick leave without pay
40 or the use of other accrued leave for any non-job-incurred injury or illness.

41 The Agency may require that the employee submit a certificate from the attending
42 physician or practitioner in verification of the injury or illness. If the certificate does not
43 clearly show injury or illness sufficient to preclude the employee from the performance
44 of duties, Human Resources will notify the employee of the deficiencies in the certificate
45 and the need for clarification. The employee will then contact the attending physician or
46 practitioner for clarification. Upon request, Human Resources will provide the employee
47 with copies of any documentation to and from the attending physician or practitioner. .

48 The Agency may require a statement from the attending physician or practitioner
49 releasing the employee returning from sick leave without pay.

1 Any cost associated with the supplying of a certificate concerning a non-job-incurred
2 injury or illness shall be borne by the employee. In the event of a failure or refusal to
3 supply a certificate from the attending physician or practitioner, or if the additional
4 clarification does not clearly show injury or illness sufficient to preclude that employee
5 from the performance of duties, related sick leave without pay may be canceled, which
6 may lead to discipline up to and including dismissal.
7

8 Section 8.

9 An employee shall have all of his/her accrued sick leave credits transferred when the
10 employee is transferred to the Agency from a different State agency. An employee shall have all of
11 his/her accrued sick leave credits transferred when the employee is transferred to a different State
12 agency if allowed by that agency's rules or Collective Bargaining Agreement.
13

14 Section 9. FMLA.

- 15 a. Notwithstanding the provisions of the Federal Family and Medical Leave Act
16 (FMLA), the Agency shall not require an employee to substitute any paid leave
17 earned under this Agreement for unpaid leave taken under the FMLA without the
18 consent of the employee.
19 b. Part-time employees who would otherwise qualify for leave under the FMLA, but for
20 the number of hours worked, may request leave without pay without first exhausting
21 their accrued paid leave, subject to the same notice, documentation and other
22 limitations and conditions applicable to full-time employees.
23

24 **ARTICLE 31 - OTHER LEAVES**

25
26 Section 1. Leaves With Pay.

- 27 a. Personal Leave. After completion of trial service, regular, permanent, full-time
28 employees shall be entitled to twenty-four (24) hours of personal leave with pay for
29 each fiscal year. Part-time, job share, and seasonal employees shall be granted up to
30 twenty-four (24) hours of personal leave on a pro rata basis if it is anticipated they
31 will work 1,040 hours for the fiscal year. Should a part-time, job share, or seasonal
32 employee fail to work 1,040 hours for the first fiscal year, the value of personal leave
33 time used may be recovered from the employee. Personal leave shall not be
34 cumulative from year to year nor is any unused leave compensable in any other
35 manner. Such leave may be taken at times mutually agreeable to the Agency and the
36 employee.
37 b. Pre-Retirement Counseling Leave. If an employee is fifty-five (55) years of age or
38 older or at least forty (40) years old and within ten (10) years of his/her chosen
39 retirement date, he/she shall be granted up to twenty-eight (28) hours leave with pay
40 to pursue bona fide pre-retirement counseling programs. However, an employee may
41 draw up to eight (8) hours of his/her twenty-eight (28) hours of preretirement
42 counseling leave after completion of ten (10) years of service prior to reaching age
43 fifty-five (55) or ten (10) years from retirement. Employees shall request the use of
44 leave provided in this Section at least five (5) days prior to the intended day of use.

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

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

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

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

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

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

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

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

38 1. The employee receiving the transferred leave has exhausted all but forty (40)
39 hours of accrued paid leaves as a result of recuperating from or caring for an
40 immediate family member (as defined in Article 30, Section 4) who is
41 recuperating from an extended and continuous illness, injury, or similar
42 catastrophic event. Accrued paid leaves include, but are not limited to sick,
43 vacation, personal, and compensatory leave accruals.

44 2. The recipient of the transferred leave is not otherwise qualified disability
45 insurance or retirement benefits. Notwithstanding the time requirements of
46 Section 1(g)(4) below, employees who are qualified for workers'
47 compensation may request and receive hardship leave for the three (3) day
48 waiting period if not covered by workers' compensation.

- 1 3. No hardship leave shall be granted solely for the birth or adoption of a child
2 except in the case of circumstances of extended and continuous illness, injury
3 or similar catastrophic event.
- 4 4. Applications for hardship leave shall be in writing and sent to the Agency's
5 Human Resources Section. The Agency may require that the employee submit
6 a certificate from the attending physician or practitioner verifying that the
7 expected time duration of the illness or injury or effects from a catastrophic
8 event will continue for at least fourteen (14) days. Upon determination that the
9 employee's request qualifies for hardship leave, Human Resources will issue
10 requests as appropriate for leave donations per qualifying event.
- 11 5. Donated leave shall be credited to the sick leave balance of the receiving
12 employee on a dollar-for-dollar exchange basis.
- 13 6. The donated leave once posted to the donee's sick leave account is
14 unrecoverable by the donor. All donated leave will be used as sick leave.
- 15 7. Cross-donating between management and represented employees may occur if
16 mutually agreed to by the parties.

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

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

- 24 h. Bereavement Leave. Notwithstanding the Hardship Leave or Sick Leave eligibility
25 criteria of the affected collective bargaining agreements, employees shall be eligible
26 for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-
27 time employees. The Agency may request documentation of the need for such leave.
28 If additional earned leave is needed, an employee may request to use earned sick
29 leave credits, or leave without pay, at the option of the employee for any period of
30 absence from employment to discharge the customary obligations arising from a
31 death in the immediate family of the employee or the employee's spouse. Employees
32 may, with prior authorization, use accrued vacation leave or compensatory time. For
33 purposes of this Article, "immediate family" shall include the employee's or the
34 employee spouse's parent, wife, husband, child, son or daughter-in-law, brother,
35 sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic
36 partners, or another member of the immediate household. Up to eight (8) hours of
37 paid bereavement may be taken for aunt, uncle, niece or nephew.
- 38 i. Donated Bereavement Leave. The Agency shall maintain a bank of donated leave
39 from which an employee may draw up to five (5) days (forty (40) hours) leave solely
40 for bereavement purposes. An employee who needs leave because his or her
41 presence is required due to a death in the immediate family (as defined in Article 30,
42 Section 4), may receive donated leave pursuant to subsection g., paragraphs 1 and 5
43 above. The Agency shall establish and maintain a bank of donated leave from which
44 an employee who has exhausted all other paid leaves may draw up to five (5) days
45 (forty (40) hours) leave solely for bereavement purposes. Employees may donate
46 leave to this bank as described in subsection g. above. Individuals may make use of
47 leave from this bank by submitting a request in writing to the Agency's Human
48 Resources office.

1 Section 2. Leaves Without Pay.

- 2 a. Military Leave Without Pay. An employee in the State service shall be entitled to a
3 military leave of absence without pay during a period of service with the armed forces
4 of the United States. However, such reduction in salary will not be made for an
5 FLSA-exempt employee on temporary military leave except for full workweek
6 increments where such leave causes an absence of one (1) or more full workweeks.
7 He/she shall, upon honorable discharge from such service, be returned to a position in
8 the same class as his/her last held position, at the salary rate prevailing for such class,
9 without loss of seniority or employment rights. Employees shall make application for
10 reinstatement within ninety (90) days and shall report for duty within six (6) months
11 following separation from active duty. Failure to comply may terminate military
12 leave. If it is established that he/she is not physically qualified to perform the duties
13 of his/her former position by reason of such service, he/she shall be reinstated in other
14 work that he/she is able to perform at the nearest appropriate level of pay of his/her
15 former class. An employee voluntarily or involuntarily seeking military leave
16 without pay to attend service school shall be entitled to such leave during a period of
17 active duty training. Military leaves of absence without pay shall be granted in
18 compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43.
- 19 b. Court Appearance Leave Without Pay. An employee may request and shall be
20 granted leave without pay for the time required to make an appearance as a plaintiff
21 or defendant in a civil or criminal court preceding that is not connected with the
22 employee's officially assigned duties. However, such reduction in salary will not be
23 made for an FLSA--exempt employee on temporary military leave except for full
24 workweek increments where such leave causes an absence of one (1) or more full
25 workweeks.
- 26 c. Employee Leave. In instances where the work of the Agency will not be handicapped
27 by the temporary absence of an employee, the employee shall be granted a leave of
28 absence without pay or educational leave without pay for up to one (1) year, subject
29 to Agency approval.
- 30 An employee may take up to fifteen (15) days of leave of absence without pay
31 each calendar year, without first exhausting his or her accumulated paid leave, for
32 professional or career development, including union functions or activities, subject to
33 the employee providing notification of the leave to payroll no later than the 20th of the
34 month in which the leave is to be taken and the operating requirements of the Agency.
- 35 d. Parental Leave. Parental Leave shall be granted in accordance with the Oregon
36 Family Leave Act and Family Medical Leave Act. Employees shall not be required
37 to use paid leaves during these absences but are entitled at the employee's discretion
38 to use sick leave, compensatory time, personal leaves, and vacation as paid time
39 during these leaves.

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

1 **ARTICLE 32 - POSITION DESCRIPTIONS/WORK AGREEMENTS**

2
3 Section 1. Position Descriptions.

- 4 a. Position descriptions shall be in writing and delineate the specific duties assigned to
5 the position. A dated copy of the position description shall be given to the employee
6 upon assuming the position.
- 7 b. During the performance review period, any changes to the assigned duties will be
8 discussed with the employee prior to the position description being amended.
- 9 c. In addition, the position description will be reviewed annually with the employee and
10 updated if duties or essential functions are added or removed, or a change has been
11 made to the authority, or responsibilities of the position.
- 12 d. Each time the position description is updated, the employee will have up to ten (10)
13 calendar days to review the position description prior to signing.
- 14 e. Any amendments which change responsibility sufficiently to warrant a classification
15 change will be subject to the provisions of Article 18 (Classification and
16 Classification Changes).
- 17 f. Nothing contained herein shall compromise the right or the responsibility of the
18 Agency to assign work consistent with the classification specification.
- 19 g. Updated position descriptions shall be submitted to the Agency Human Resources
20 office and posted on the Intranet. Employees shall be provided with a copy of the
21 signed, updated position description.

22
23 Section 2. Work Agreements.

24 All employees shall have a written work agreement within thirty (30) days of starting a new
25 position. Each work agreement shall delineate specific work to be accomplished during the review
26 period, training, goals, and indicators of success based on realistic expectations. Employees shall be
27 given the opportunity to participate in the development of their work agreement with their current
28 immediate supervisor. An employee may attach documentation of workload discussions with their
29 manager to his/her work agreement for the current year.

30
31 Section 3. Work Improvement Plans.

- 32 a. Work improvement plans may be initiated and written for those employees who have
33 less than acceptable job performance. The work improvement plan will delineate
34 specific work and/or work related areas to be corrected and improved.
- 35 b. The parties acknowledge that a work improvement plan is a tool whereby the
36 Employer can communicate, to an employee, areas of the employee's performance
37 which are deficient, how the problem(s) is to be rectified, and that failure to rectify
38 the problem(s) may lead to disciplinary action. However, the parties agree that the
39 work improvement plan is not, nor is it to be used as, a disciplinary action.
- 40 c. After completion of a work improvement plan, the employee and the current
41 immediate supervisor shall, within fifteen (15) days of completion of the plan,
42 schedule a date to meet to discuss the outcome of the work improvement plan.
- 43
44

ARTICLE 33 - PERFORMANCE REVIEW

The Agency commits to implementing its Performance Management System which is forward-looking and emphasizes meaningful dialogue and feedback between staff and management, including ongoing performance communication and coaching. At a minimum, this will include twice monthly check-ins on assigned work, workload, priorities and other relevant topics. The employee and manager are encouraged to document changes in workload and priorities, and establish a mutual understanding of expectations and accountability for achieving the Agency's goals. The complete description of the elements of the current Performance Management System can be found on Q-Net.

Section 1. Performance Review.

The employee's performance will be discussed with his/her current immediate supervisor. If the employee and the current supervisor have worked together fewer than six (6) months, the employee's former supervisor may participate in the annual performance review with the mutual agreement of the employee and the current supervisor. The employee shall have the opportunity to provide his/her comments and performance related data he/she has collected to be included in or attached to the performance review document. The employee shall sign the performance review document and that signature shall only indicate that the employee has read the performance review document. A copy shall be provided the employee at this time.

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

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

Section 2.

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

1 Section 3.

2 Managers shall have a performance review discussion with each of their employees at the
3 end of the employee's trial service period, and at least annually thereafter. Team level reviews may
4 be allowed in place of or in addition to individual reviews when appropriate and agreed upon
5 between a manager and the employees functioning as a team. Managers shall strive to provide timely
6 feedback to employees relating to employees' professional performance and shall not rely solely on
7 annual reviews to discuss employee performance. Memos of Expectation received during the review
8 period shall be discussed during the annual review and satisfactory improvement documented.
9

10 Section 4.

11 Salary administration shall be based upon a performance-based system. Employees shall be
12 granted an annual performance pay increase on their eligibility date if the employee is not at the top
13 of the salary range of their classification, and provided the employee's performance has not been
14 deficient. Employees who do not receive an annual performance pay increase shall receive timely
15 notice of deficient performance or conduct during the review period. Employees shall receive a
16 notice related to the deficiencies as they are noted prior to the completion of the performance review
17 period. Such notice shall provide the employee with reasonable opportunity to correct the problem
18 prior to the end of the review period.

19 Performance Based Pay shall use the following criteria:

- 20 a. Classification specifications developed and promulgated by the Department.
- 21 b. An individual position description, reduced to writing.
- 22 c. Written memoranda including Memoranda of Expectation when necessary. Work
23 Agreements will not be accepted as a substitute for notice of deficiencies.
- 24 d. Disciplinary action.

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

27 Employees shall be eligible for performance increases at the first of the month following
28 intervals as prescribed under Article 34, Section 1 of this Agreement.
29

30 Section 5.

31 The Agency will strive to insure consistency, fairness and equity when performance review
32 documents are composed and presented.
33

34 **ARTICLE 34 - SALARY ADMINISTRATION**

35
36 Section 1. Merit Salary Increase.

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

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

42 Merit salary increases shall be made upon recommendation of the employee's immediate
43 supervisor and approval of the appointing authority. The immediate supervisor shall give written
44 notice to an employee of withholding of a merit salary increase prior to the eligibility date, including
45 a statement of the reason(s) it is being withheld.
46
47

1 Section 2. Salary on Demotion.

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

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

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

15 This Section shall not apply to demotions resulting from official disciplinary actions.
16

17 Section 3. Salary on Promotion.

18 An employee shall be given no less than an increase to the next higher rate in the new salary
19 range effective on the date of promotion.
20

21 Section 4. Salary on Lateral Transfer.

22 An employee's salary and merit review date shall at a minimum remain the same when
23 transferring from one position to another which has the same salary range.
24

25 Section 5. Effect of Break in Service.

26 When an employee separates from the Agency and subsequently returns to the Agency,
27 except as a temporary employee, the employee's previous salary eligibility date shall be adjusted by
28 the amount of break in service.
29

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

31 When an individual is appointed from a layoff list to a position in the same class in which the
32 person was previously employed, the person shall be paid at the same salary step at which such
33 employee was being paid at the time of layoff.
34

35 **ARTICLE 35 - OVERTIME**

36
37 Section 1.

38 This Article is intended only to provide a basis for the calculation of overtime and none of its
39 provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks
40 of work to any employee or to any group of employees.
41

42 Section 2.

43 Time worked for the purpose of this Agreement is all hours actually worked including any
44 paid leave. Hours worked on holidays count for overtime calculations, but holidays occurring on a
45 scheduled day off are not counted as time worked. On-call, penalty payments, or spill response
46 stand by shall not be counted as time worked.
47
48

1 Section 3.

- 2 a. Employees who are designated Non-Exempt under the Fair Labor Standards Act (FLSA),
3 shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or
4 compensatory time off for authorized overtime worked in excess of forty (40) hours in
5 any one (1) workweek. No application of this Article shall be construed or interpreted to
6 provide for compensation for overtime at a rate exceeding time and one-half (1-1/2), or to
7 effect "pyramiding" of overtime and penalty payments.
8 b. Employees who are designated Exempt under FLSA shall receive paid time for
9 authorized time worked in excess of a forty (40)-hour workweek at the rate of one (1)
10 hour off for each hour over forty (40) in a workweek, unless the employee elects to
11 receive cash.
12

13 Section 4.

14 The Agency shall give reasonable notice of any overtime to be worked. Overtime worked
15 will be subject to prior authorization. Prior authorization may be granted on a case-by-case basis, or
16 in general, based on a common situation.
17

18 Section 5.

19 Eligible employees shall receive compensatory time off for overtime worked, unless an
20 employee requests, in writing, to receive cash. The accrual limit of compensatory time off shall be
21 subject to Article 26 (Scheduling Compensatory Time Off). Overtime worked will be paid in
22 accordance with payroll administration procedures.
23

24 Section 6.

25 Grievances which grieve the eligibility of employees for overtime shall follow the procedure
26 in Article 13, Steps 1 and 2. If the grievance is still unresolved after Step 2, the affected employee
27 may file a charge with the Bureau of Labor and Industries (BOLI), Wage and Hour Division, or with
28 the U. S. Department of Labor (DOL). If no response is given by BOLI or DOL within ninety (90)
29 days, the employee may proceed with a grievance to arbitration if necessary.
30

31 **ARTICLE 36 - SHIFT DIFFERENTIAL**

32
33 Section 1.

34 An employee shall be paid an additional differential of six percent (6%) of base pay per hour
35 for each hour or major portion (thirty (30) minutes or more) thereof worked between 6:00 p.m. and
36 6:00 a.m. and for each hour or major portion (thirty (30) minutes or more) thereof worked on
37 Saturday and Sunday. Hours or days worked prior to becoming eligible for overtime are eligible for
38 shift differential, however, an employee is not eligible to receive the shift differential for hours
39 worked that s/he also is paid overtime. When an employee requests an alternative work schedule that
40 would result in working before 6:00 a.m. or after 6:00 p.m. the employee waives all rights to shift
41 differential as outlined in Article 24, Section 6.
42

43 Section 2.

44 This Article shall not apply when an employee is on any paid leave condition or on-call duty.
45
46

1 **ARTICLE 37 - ON-CALL**

2
3 Section 1.

4 An employee shall be on call when authorized by his/her supervisor and required to be
5 available for work outside his/her normal working hours and not subject to restrictions which would
6 prevent the employee from using the time while on call effectively for the employee's own purposes.
7 An employee on call is required to leave word with the Agency where he/she can be contacted
8 during a specified period of time or may be required to carry a pager. The employee is required and
9 must be prepared to commence full-time work as soon as possible consistent with non-restricted
10 status if the need arises.

11
12 Section 2.

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

14
15 Section 3.

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

18
19 Section 4.

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

23
24 Section 5.

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

27
28 **ARTICLE 38 - CALL BACK COMPENSATION**

29
30 Section 1.

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

35
36 Section 2.

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

40
41 Section 3.

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

1 **ARTICLE 39 - LEADWORK DIFFERENTIAL**

2
3 Section 1.

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

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

12
13 Section 2.

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

17
18 Section 3.

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

21
22 Section 4.

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

25
26 Section 5.

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

30 Section 6.

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

34
35 Section 7.

36 Leadwork assignments shall not be made in a manner which will subvert or circumvent the
37 administration of this Article.

38
39 **ARTICLE 40 - HEALTH AND DENTAL INSURANCE**

40
41 Section 1.

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

44
45 Section 2.

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

1 Section 3. Plan Years 2013 through 2015.

2 For the period of January 1, 2013 through December 31, 2015, the Employer will pay ninety
3 five percent (95%) and full time employees will pay five percent (5%) of the monthly premium for
4 health, dental, vision and basic life insurance.

5
6 Section 4. Exception for Plan Year 2015.

7 Except as noted in section 3 above, for the period of January 1, 2015 through December 31,
8 2015, where the full-time employee enrolls in the least expensive PEBB health plan available to
9 them, the Employer shall pay ninety-seven percent (97%) of the monthly premium for health, dental,
10 vision and basic life insurance and the employee shall pay the remaining three percent (3%). This
11 section of the article shall become operational only when ninety-five percent (95%) of employees
12 statewide have at least two (2) plan options available.

13
14 Section 5.

15 For full-time employees whose salary is equivalent to or below Salary Range 21 Step 1, the
16 Employer will pay an additional forty (\$40) dollar monthly subsidy.

17
18 Section 6.

19 For every one and six-tenths percent (1.6%) that the 2015 PEBB projected composite rate is
20 below the projected five percent (5%) increase for Plan Year 2015, the two percent (2%) across-the-
21 board pay increase will be paid one (1) month earlier than December 1, 2014 increase.

22
23 **ARTICLE 41 - WORKERS' COMPENSATION**

24
25 Section 1.

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

36
37 Section 2.

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

1 Section 3.

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

5
6 Section 4.

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

17
18 **ARTICLE 42 - UNIFORMS**

19
20 If an employee is required by the Agency to wear a uniform(s) the Agency shall provide the
21 uniform(s). When a uniform(s) is provided by the Agency the employee must wear the uniform(s)
22 and provide reasonable care for, and maintenance of the uniform(s). The Agency shall provide a
23 payment of one hundred and sixty dollars (\$160.00) annually for uniform cleaning, payable with the
24 November payroll (received generally on December 1) to employees in the classification of VET I,
25 VET II, Scientific Instrument Technician and Facilities Operations Specialist 1 and Facilities
26 Operations Specialist II. The payment is considered a taxable payroll benefit. An employee must be
27 on the payroll as of November 30 in order to qualify for the payment.

28 When the Agency provides a uniform(s) which the Agency wishes dry cleaned, the Agency
29 will determine and direct the method and frequency of such dry cleaning as well as pay for such dry
30 cleaning.

31
32 **ARTICLE 43 - TRAVEL AND MILEAGE ALLOWANCE**

33
34 Section 1.

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

38
39 Section 2.

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

1 **ARTICLE 44 - MOVING EXPENSES**

2
3 Moving expense reimbursement claims will be governed by the Department of
4 Administrative Services, Human Resources Services Division Policy 40.055.10, and its successors.
5 Changes in this policy will be automatically incorporated into this contract article.
6

7 **ARTICLE 45 - PARKING**

8
9 If there are any changes in parking rates for employees at any Agency owned or operated
10 parking facility which are directly controlled by the Agency, the Employer shall provide the
11 opportunity for the Union to offer input in the determination of such rates. The Union will be
12 afforded the opportunity to offer suggestions, make recommendations and introduce any data
13 deemed appropriate.
14

15 **ARTICLE 46 - SALARIES**

16
17 Section 1. Public Employees Retirement System (“PERS”) Members.

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

21 Retirement Contributions. On behalf of employees, the State will continue to “pick up” the
22 six percent (6%) employee contribution, payable pursuant to law. The parties acknowledge that
23 various challenges have been filed that contest the lawfulness, including the constitutionality, of
24 various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including
25 Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 (“PERS Litigation”). Nothing in
26 this Agreement shall constitute a waiver of any party’s rights, claims or defenses with respect to the
27 PERS Litigation.
28

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

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

33 Contributions to Individual Account Programs. As of the date that an employee becomes a
34 member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws
35 2003 and pursuant to Section 3 of that same chapter, the State will pay an amount equal to six
36 percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the
37 employee’s contribution to the employee’s account in that program. The employee’s contributions
38 paid by the State under this Section 2 shall not be considered to be “salary” for the purposes of
39 determining the amount of employee contributions required to be contributed pursuant to Section 32
40 of Chapter 733, Oregon Laws 2003.
41

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

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

1 This transition shall be done in a manner to assure continuous payment of either the six percent (6%)
2 contribution or a six percent (6%) salary increase.

3 For the reasons indicated above, or by mutual agreement, if the State ceases paying the
4 applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit
5 employees during the term of the Agreement, and bargaining unit employees are able, under then-
6 existing law, to make their own six percent (6%) contributions to their PERS account or the
7 Individual Account Program account, as applicable, such employees' contributions shall be treated
8 as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414(h)(2).
9

10 Section 4. Cost of Living Adjustment

11
12 Effective December 1, 2013, Compensation Plan salary rates shall be increased by one and
13 one-half percent (1.5%) to be paid January 1, 2014. Effective December 1, 2014, Compensation
14 Plan salary rates shall be increased by two percent (2%) to be paid January 1, 2015.
15

16 **ARTICLE 47 - STRIKES, LOCKOUTS AND PICKET LINES**

17
18 The Union agrees that during the life of this Agreement, the Union or its bargaining unit
19 members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout,
20 refusal to work, picketing or strike against the Employer and the Agency, its goods or on its
21 property.

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

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

28 Any alleged violation of this Article by either party may be referred to the grievance
29 arbitration procedure or may be pursued in the Courts at the discretion of the moving party.
30

31 **ARTICLE 48 - LEGISLATIVE ACTION**

32 33 Section 1.

34 Provisions of this Agreement not requiring legislative funding, or statutory changes, before
35 such provisions can be put into effect, shall be implemented on the effective date of this Agreement
36 or as otherwise specified herein.
37

38 Section 2.

39 Upon signing this Agreement, both parties shall promptly submit, and jointly recommend, to
40 the Legislative Assembly or to the Emergency Board, the passage of the funding necessary to
41 implement this Agreement, as well as any changes in statute which may be required to accomplish
42 that purpose.
43

44 Section 3.

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

1 **ARTICLE 49 - SAVINGS**

2
3 In the event any provision of this Agreement is declared invalid by any court of competent
4 jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall
5 become null and void and the balance of the Agreement remain in effect. The Employer and the
6 Union agree to immediately meet, negotiate, and agree upon a substitute for the portion or portions
7 of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after
8 notification unless extended by mutual agreement. If agreement on such matters is not reached
9 within a reasonable period of time, the provision of Article 47 shall not apply.
10

11 **ARTICLE 50 - COMPLETE AGREEMENT**

12
13 Section 1.

14 This Agreement is the full and complete Agreement between the Employer and the Union
15 resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq. It is
16 acknowledged that, during negotiations which resulted in this Agreement, each and all had the
17 unlimited right and opportunity to make demands and proposals with respect to any subject or matter
18 appropriate for collective bargaining, and that the understandings and agreements arrived at by the
19 parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the
20 Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives
21 the right, if any, and each agrees that the other shall not be obligated to bargain collectively with
22 respect to any subject or matter discussed in these negotiations. It shall not be modified in whole or
23 in part except by another written instrument duly executed by the parties.
24

25 Section 2.

26 This Agreement supersedes all prior written agreements.
27

28 **ARTICLE 51 - SUCCESSOR NEGOTIATIONS**

29
30 Section 1.

31 If one of the parties desires to modify the Agreement, they shall notify the other party in
32 writing no less than one hundred and eighty (180) days prior to the termination of this Agreement.
33

34 Section 2.

35 It is recognized by the Employer that employees representing the Union during the process of
36 negotiations are acting on behalf of the Union as members and not in their capacity as employees of
37 the Employer.
38

39 Section 3.

40 The Agency will allow up to five (5) identified employees to attend collective bargaining
41 sessions as paid members of the Union's negotiating team. The identified employees will be granted
42 a total of one hundred and thirty-five (135) non-cumulative hours each month of paid time for
43 bargaining provided such paid time occurs during an employee's regular work schedule. This time
44 is for travel and attendance at negotiations, including caucuses preceding and following bargaining
45 meetings. The inclusion of paid time will not result in the employee receiving greater benefit than
46 the employee would have received had the employee not attended the bargaining session. No
47 overtime, per diem, or other compensation will be paid.

1
2 Should the total number of hours exceed the one hundred and thirty-five (135) hours allotted
3 for a month, the excess hours will be deducted from the hours available for the following month.
4

5 **ARTICLE 52 - TRANSFER AND REASSIGNMENT**

6 7 Section 1. Transfers.

- 8 a. A transfer is any permanent change of an employee from one duty station to another.
9 "Duty station" is defined as the city where the Agency office is located or the city
10 constituting the employee's work base. For employees in the Vehicle Inspection
11 Program, "duty station" means the Tech Center or inspection station only.
12 b. An employee shall be given at least fifteen (15) calendar days notice of transfer.
13 Where both parties agree, the required notice may be waived.
14 c. The incumbent may move with the position. If the incumbent chooses not to move
15 with the position, they shall be laid off in accordance with Article 20 (Layoff), and
16 the position will be filled in accordance with Article 16 (Filling of Vacancies).
17

18 Section 2. Reassignment.

19 Reassignment is any temporary change of an employee from one duty station in the Agency
20 to another. Such change in assignment shall not exceed forty-five (45) days. Where appropriate the
21 provisions of Article 43 (Travel and Mileage Allowance) would apply.
22

23 **ARTICLE 53 - CLIENT COMPLAINT PROCEDURE/EMPLOYEE RIGHTS**

24 25 Section 1.

26 When the Agency receives a complaint of an alleged criminal law violation against an
27 employee, the Agency shall refer the matter to a law enforcement or criminal justice agency. If the
28 law enforcement or criminal justice agency refers the matter back to the Agency, the employee shall
29 be notified.
30

31 Section 2.

32 When the Agency receives a noncriminal complaint against an employee which concerns a
33 violation of rules, policies, or procedures, an investigation may be made by the Agency. The
34 employee shall be informed in writing of a complaint prior to a formal investigation. The Agency
35 shall give written notification to the employee of the results of any investigation.
36

37 Section 3.

38 Employees shall not be required by the Agency to answer any questions concerning any
39 complaint or allegation against them until they have been advised of the specifics of the complaint or
40 allegation. Upon the employee's request for Union representation, questioning shall be discontinued
41 until a Union representative is available to participate.
42
43

1 **ARTICLE 54 - JOB SHARING**

2
3 Section 1.

4 Any employee who wishes to participate in job sharing may submit a written request to the
5 Agency Personnel Manager to be considered for a job share position. The Agency shall notify the
6 employee requesting the job share of the Agency's decision in writing.
7

8 Section 2.

9 Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a
10 prorated of hours worked in a month during which the employee has worked thirty-two (32) hours or
11 more. Individual salary review dates will be established for job share employees.
12

13 Section 3.

14 Job sharing employees shall be entitled to share the full Employer paid insurance benefits for
15 one (1) full-time position based on a prorated of regular hours scheduled per week or per month
16 whatever is appropriate. In any event, the Employer contribution for insurance benefits in a job
17 share position is limited to the amount authorized for one (1) full-time employee.
18

19 Section 4.

20 If the Agency determines that job sharing is not appropriate for the position or the Agency is
21 unable to recruit qualified employees for the job share position, the affected employee(s) shall have
22 the right to assume the position on a full-time basis or to bump a job share employee with less
23 service credits in a position defined as two (2) part-time equivalents under Article 20, Section 3 (g)
24 (1). The employee must meet all the qualifications as outlined in Article 20. Upon approval of the
25 Agency, the remaining employee may elect to transfer to a vacant part-time position in the same
26 classification or to voluntarily demote. If the above conditions are not available or acceptable, the
27 employee would be subject to layoff.
28

29 **ARTICLE 55 - STATE/PERSONAL PROPERTY & PERSONAL EFFECTS**

30
31 Section 1.

32 Employees shall report any breakage, damage or theft of State property to his/her assigned
33 supervisor as soon as practical.
34

35 Section 2.

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

- 38 a. Such use was sanctioned by their immediate excluded supervisor,
- 39 b. The employee present a complete written report of the circumstances of the loss,
- 40 c. The employee present proof of value, and
- 41 d. The employee certifies that any loss or damage was not because of fault, intent, or
42 negligence on the part of the employee.

43 The claim shall be investigated to substantiate or disprove the facts indicated on the claim.
44 Payment shall be approved or disapproved based on the investigation conducted with notification
45 provided to the employee. Such notification where denied shall include the reasons for denial of the
46 claim.
47
48

1 Section 3.

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

6
7 **ARTICLE 56 - TERM OF AGREEMENT**

8
9 This Agreement shall become effective on the date of ratification at the Local Table
10 (Agency) and expires on June 30, 2015. The Union shall send a letter informing the Department of
11 Administrative Services, Labor Relations Unit (LRU) and the Agency of the specific ratification date
12 of the tentative agreement.

13
14 **ARTICLE 57 - PROFESSIONAL DIFFERENCES OF OPINION**

15
16 The Agency encourages staff to express their professional opinions and encourages an open
17 and free exchange of ideas and opinions. Where a staff person feels strongly that a decision has
18 been made that is (a) technically inadequate, (b) not sufficiently informed, (c) inconsistent or (4)
19 would jeopardize his/her professional credentials, the staff may elevate their professional difference
20 of opinion in writing to the next level of decision making for evaluation, up to and including the
21 Director. A written response will be given, within a reasonable time period. Each employee is
22 expected to perform work according to Agency policy and in accordance with decisions that have
23 been made, including those decisions pending evaluation. No employee will be required to sign any
24 report or recommendation, where he or she conscientiously objects to the opinion stated in such
25 report or recommendation, but may be listed as designated contact person.

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

28
29 **ARTICLE 58 - PAST PRACTICE**

30
31 Section 1.

32 The parties recognize the Employer's full right to direct the work force and to issue work
33 orders and rules and that these rights are diminished only by the law and this Agreement.

34
35 Section 2.

36 The Employer may change or issue new work practices or rules covering permissive subjects
37 of bargaining, including issuing administrative rules over issues which are nonnegotiable and are not
38 in conflict with or otherwise addressed in a specific provision of this Agreement.

39
40 Section 3.

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

1 Section 4.

2 If the Union believes the Agency has unilaterally changed an employee's wages or hours, the
3 Union may file a written grievance directly with the Department of Administrative Services within
4 fifteen (15) days of the alleged violation.
5

6 Section 5. Demand to Bargain.

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

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

15 The Union may then file an unfair labor practice complaint with the Employment Relations
16 Board. If the Board determines that the change is a permissive or prohibited subject of bargaining,
17 the Union shall withdraw its demand to bargain. If the Board determines the change is mandatory,
18 the parties shall meet to negotiate the change. If, after bargaining, the parties do not reach
19 agreement, the Union may submit the matter to arbitration. The notice must be received by the
20 Department of Administrative Services within fifteen (15) days immediately following the last date
21 the parties met to negotiate the change.
22

23 Section 6. Arbitration.

24 The parties agree that the decision of the arbitrator shall be final and binding on each of the
25 parties and that they will abide thereby, unless the award is vacated pursuant to ORS 240.087 or
26 ORS 240.088. The power of the arbitrator in an action brought under this Section shall be limited to
27 determining if the change or new work practice or rule falls more within the scope of "management
28 functions" as opposed to "employee benefits." If the arbitrator rules that the changed or new work
29 practice or rule has a greater impact on "employee benefits," it shall be immediately withdrawn.
30

31 Section 7.

32 The arbitrator's fee and expenses shall be paid equally by the parties. Failure to act within
33 the time limits waives any rights to further consideration in the matter.
34

35 **ARTICLE 59 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/
36 UNDERPAYMENTS**

37
38 Section 1. Overpayments.

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

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

- 1 2. Where this process is utilized, the employee and Agency shall meet and
2 attempt to reach mutual agreement on a repayment schedule within thirty (30)
3 calendar days following written notification.
4 3. If there is no mutual agreement at the end of the thirty (30)-calendar day
5 period, the Agency shall implement the repayment schedule stated in sub (4)
6 below.
7 4. If the overpayment amount to be repaid is more than five percent (5%) of the
8 employee's regular monthly base salary, the overpayment shall be recovered
9 in monthly amounts not exceeding five percent (5%) of the employee's regular
10 monthly base salary. If an overpayment is less than five percent (5%) of the
11 employee's regular monthly base salary, the overpayment shall be recovered
12 in a lump-sum deduction from the employee's paycheck. If an employee
13 leaves Agency service before the Agency fully recovers the overpayment, the
14 remaining amount may be deducted from the employee's final check.
15 b. An employee who disagrees with the Agency's determination that an overpayment
16 has been made to the employee may grieve the determination through the grievance
17 procedure.
18 c. The Article does not waive the Agency's right to pursue other legal procedures and
19 processes to recoup an overpayment made to an employee at any time.
20

21 **Section 2. Underpayments.**

- 22 a. In the event the employee does not receive the wages or benefits to which the
23 record/documentation has for all times indicated the employer agreed the employee
24 was entitled, the Agency shall notify the employee in writing of the underpayment.
25 This notification will include information showing that an underpayment exists and
26 the amount of wages and/or benefits to be repaid. The Agency shall correct any such
27 underpayment made within a maximum period of two (2) years before the
28 notification.
29 b. This provision shall not apply to claims disputing eligibility for payments which
30 result from this Agreement. Employees claiming eligibility for such things as
31 leadwork, work out of classification pay or reclassification must pursue those claims
32 pursuant to the timelines elsewhere in this Agreement.
33

34 **ARTICLE 60 – TELECOMMUTING, TELEWORKING AND ALTERNATIVE WORK**
35 **ARRANGEMENTS**

36
37 **Section 1.**

38 The State allows telecommuting and teleworking where there are opportunities for improved
39 employee productivity, reduced commuting miles or potential agency savings.

40 Telecommuting and Teleworking work arrangements are subject to State Policy 50.050.01
41 (Telecommuting and Teleworking) and the terms and conditions of this collective bargaining
42 agreement. The Agency or the employee may terminate individual agreements, in whole or in part,
43 upon seven (7) days notice to each other.
44
45

1 Section 2. Who May Participate.

2 Employees who meet the qualifications below and whose duties can be successfully
3 performed away from their primary duty station are eligible to apply for a telecommuting and
4 teleworking work schedule. Employees having primary job duties that require them to interact in
5 person with members of the public, the regulated community, other DEQ employees, or other groups
6 or individuals, on a frequent basis during each workday, typically are not going to be good
7 candidates for telecommuting. A home computer and/or the ability to connect to the agency network
8 are not prerequisites for telecommuting and teleworking.
9

10 Section 3. Qualifications.

11 Employees who meet the following qualifications may initiate a telecommuting or
12 teleworking proposal with their manager:

- 13 a. A current overall rating of satisfactory or better.
- 14 b. Completion of trial service period.
- 15 c. Residence within same State (or District of Columbia) as their normal reporting
16 location.
- 17 d. Adequate space with privacy and sufficient electrical power and outlets for all
18 equipment necessary to perform the work.
19

20 Section 4. Considerations.

21 Factors to be considered when managers are evaluating telecommuting or teleworking
22 proposals:

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

31 The Agency's determination as to qualifications and considerations above will be final.
32 These determinations will not be made arbitrarily.
33

34 Section 5. Telecommuting and/or Teleworking Requests.

35 Proposals for telecommuting and/or teleworking may be initiated by an employee meeting
36 the above criteria by completing the Telecommuting and/or Teleworking Agreement form and must
37 be approved by the Division Administrator. The manager of the work unit will review the proposal
38 to insure that the work unit operational needs are met. Where more than one (1) qualified employee
39 requests the same telecommuting day, and all requests cannot be granted, preference will be granted
40 on the basis of seniority within DEQ.
41

42 Section 6. Equipment.

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

1 supplies taken to the telecommuting location and shall be liable for negligent damage to it.
2 Equipment loaned by the Agency shall be used in accordance with the Acceptable Use of Agency
3 Electronic Information Systems policy.
4

5 Section 7. Telecommuting and Teleworking Work Schedule.

6 Participants are expected to work their full workday in a punctual manner and, while
7 working, give their full attention to the performance of their job duties. Telecommuting work time
8 shall not be spent for dependent care activities nor for personal business. If dependents are normally
9 present in the home during telecommuting work hours, the employee will provide the Agency with a
10 dependent care plan listing who will be providing the dependent care. Employees working under a
11 telework agreement may have dependents present in the home, however any time spent providing
12 dependent care will not be counted as time worked. In the event that participants wish to leave their
13 tele-worksites at times other than scheduled breaks and lunch hour, they will provide notice to their
14 supervisors when they are leaving and when they return. If an emergency situation develops which
15 prevents the employee from continuing their work, the employee will notify their supervisor as soon
16 as appropriate.
17

18 Section 8. Tele-worksites Supplies.

19 Disposable tele-worksites supplies shall be provided by the Agency. Equipment, software or
20 supplies which are provided by the Agency for use at the tele-worksites shall be for the purposes of
21 conducting Agency business only. The Agency may issue a State telephone credit card to
22 telecommuters to make State business phone calls.
23

24 Section 9. Home Worksite.

25 Home worksite furniture and equipment shall normally be provided by the telecommuter or
26 teleworker. The employee shall maintain a clean, safe, dedicated work space. In the case of injury
27 occurring during telecommuting or teleworking work hours, the employee shall immediately report
28 the injury to the supervisor. SAIF or Agency safety representatives shall have reasonable access to
29 the home worksite to conduct accident investigations or job site evaluations.
30

31 Section 10. Work Location, Mileage and Travel Time.

32 The participant's normal DEQ reporting location will remain the same. In addition,
33 participants may be required to report to Agency or non-Agency locations for purposes such as
34 meetings, medical visits, training sessions and policy/practice coverage. Business visits, meetings
35 with Agency customers or meetings with co-workers shall not be held at the home worksite. No
36 payment for mileage or travel time will be made when the participant is directed to report to his/her
37 normal reporting location or visits the location to pick up pay drafts or other materials. Payment for
38 mileage or travel to other than normal reporting locations will be handled as outlined in the Article
39 43 (Travel and Mileage Allowance) of this collective bargaining agreement.
40

41 Section 11. Expectations and Goals.

42 Telecommuting or teleworking employees and their managers will develop a clear set of
43 expectations and goals for the work to be performed on telecommuting or teleworking days. Such
44 expectations may include checking E-Mail and voice-mail on a regular basis and returning phone
45 calls in a timely manner. Included in the telecommuting and teleworking agreement form will be a
46 check box indicating that managers and employees have developed expectations and goals.
47

48 Section 12. Training.

49 Appropriate training will be provided for participating managers and employees.

1 Section 13. Exploration of Options.

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

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

9
10 Section 14. Other Provisions.

11 These provisions are applicable to all Sections listed above.

- 12 a. Call back and overtime will be handled as outlined in the applicable provisions of this
13 collective bargaining agreement.
- 14 b. Since supervisors must continue to be in a position to evaluate employee
15 performance, certify the accuracy of time sheets and attendance records, and perform
16 a variety of other supervisory responsibilities, participants should anticipate that, in
17 addition to being supervised pursuant to normal office procedures, there will also be
18 the possibility that they will receive telephone calls at their residences from
19 supervisors during the times that they are to be on duty.
- 20 c. In the event of a work stoppage, telecommuting and teleworking arrangements
21 utilized by represented employees shall be suspended.
- 22 d. The grievance and arbitration procedures under Article 13 (Grievance Procedure) of
23 this collective bargaining agreement will apply to disputes associated with this
24 Article.
- 25 e. The Agency reserves the right to remove individual participants from telecommuting
26 and teleworking at any time. This right will not be exercised arbitrarily.
- 27 f. Members will waive no right to Union representation as enumerated in this collective
28 bargaining agreement or as guaranteed by the law.

29
30 Section 15. Alternative Work Arrangements.

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

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

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

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

1 **ARTICLE 61 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS**

2
3 The appeals process is designed to allocate employees into new classes. Employees in
4 positions allocated to a new classification, who dispute their placement within the new class, can
5 appeal their placement using the following process:
6

7 Section 1.

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

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

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

30 b. If denied, the Union may appeal the Agency's decision in writing to the Labor
31 Relations Unit within fifteen (15) calendar days of receipt of the written denial. The
32 appeals will be considered by the Employer designee (or an alternate) and the Union
33 designee (or an alternate) who shall form the committee charged with the
34 responsibility to consider appeals and make decisions which maintain the integrity of
35 the classification system by correctly applying the classification specifications.
36 Additionally, the committee may utilize two resource persons, one designated by each
37 party, to provide technical expertise concerning a specific series. The committee will
38 attempt to resolve the matter by jointly determining whether the current or proposed
39 class more accurately depicts the overall assigned duties, authorities and
40 responsibilities of the position using the criteria specified above. In this process each
41 of the designees may identify one (1) alternate class that he/she determines most
42 accurately depicts the purpose of the job and overall assigned duties. If an alternate
43 class is identified, both the Union and Labor Relations Unit shall be notified. If the
44 parties concur that shall end the allocation appeal. In the event the committee
45 concludes that the proposed or alternate class is more appropriate, management
46 retains the right to modify the work assignment on a timely basis to make it consistent
47 with the Agency's allocation. Appeals shall be decided in order of receipt by the

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

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

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

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

17 f. This process terminates upon completion of the allocation process.
18

19 **ARTICLE 62 – BILINGUAL DIFFERENTIAL**

20
21 When formally assigned in the employee's position description, an employee assigned to
22 interpret to or from another language to English will receive a differential of five percent (5%) of
23 base pay.
24

25 **ARTICLE 63 – EMERGENCY RESPONSE COORDINATION**

26 Section 1.

27 The nature and extent of activities conducted as part of the emergency response coordination
28 program will be determined by the Agency. Emergency response coordination activities will be
29 conducted in accordance with the provisions of Article 22 (Health and Safety). Those activities may
30 be modified by the Agency, as determined by changes in roles, responsibilities and consideration of
31 costs.
32

33 Section 2.

34 The Agency will select the employees assigned to emergency response coordination duties.
35 The Agency will first consider volunteers. Selection of employees will be based upon consideration
36 for knowledge of hazardous materials and petroleum products, experience, training and accessibility
37 to likely spill locations.
38

39 Section 3.

40 Employees who have been formally assigned by the Agency, in writing, to be on-call for, and
41 to perform after normal working hours emergency response coordination duties, shall receive a
42 monthly salary differential as follows:
43

44 a. Employees working on-call emergency response coordination on (1) week in eight (8)
45 weeks will receive one hundred dollars (\$100.00) and two and seven-tenths (2.7)
46 hours paid leave per month.

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

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

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

Section 4.

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

Section 5.

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

ARTICLE 64 – LABOR/MANAGEMENT COMMITTEE

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

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

1 Agency employees appointed to the Agency committees shall be in pay status during time
2 spent in committee meetings as well as travel from their worksite to the meeting and back, unless
3 prior authorized to initiate travel from home. No other travel expenses or per diem will be paid by
4 the Agency. Time spent outside of the employee's regularly scheduled work hours, and time spent
5 in Union preparation meetings and regularly scheduled lunch breaks, will not be in pay status.

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

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

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

17 **ARTICLE 65 – MAINTENANCE OF MEMBERSHIP**

18
19
20 All members of the bargaining unit who are members of the Union as of the
21 effective date of the Agreement or who subsequently voluntarily become members of the
22 Union shall continue to pay dues, or the equivalent, to the Union during the term of this
23 Agreement. This section shall not apply during the 30-day period prior to the expiration of
24 this Agreement for those employees who, by written notice sent to the Union and the
25 Employer, indicate their desire to withdraw their membership from the Union.

1 **APPENDIX A – LETTERS OF AGREEMENT**

2
3 **LETTER OF AGREEMENT**
4 **ARTICLE 7 – DEFINITIONS WORK GROUP**
5

6 A work group shall be established with equal numbers of management and Local
7 representatives, no greater than six (6) persons total. All participants shall be in paid time status for
8 the tasks associated with the workgroup including research, travel and meeting times, when such
9 times coincide with the employees’ normal schedule. Participants may use a state vehicle or will be
10 paid mileage for travel from their duty station to attend meetings. The purpose of the Work Group
11 shall be to examine Article 7 (Definitions) of the DEQ/AFSCME collective bargaining agreement
12 (CBA) to enumerate and otherwise describe appropriate key words and definitions that would be
13 useful for administration of the CBA. The goal is to help reduce variability to improve clarity for
14 words found in this CBA.

15 To ensure the Work Group does not inadvertently alter, amend or interpret provisions of the
16 CBA, interim work products will be shared with both the AFSCME Council 75 Representative and
17 Department of Administrative Services, Labor Relations Unit. The final work product will be
18 subject to final agreement of the Parties to the CBA and adoption as an interim amendment to
19 Article 7 of the 2013-2015 CBA.
20

21 **LETTER OF AGREEMENT**
22 **PART-TIME EMPLOYEES HEALTH INSURANCE SUBSIDY**
23

24 This Agreement is between the State of Oregon acting through its Department of
25 Administrative Services (Employer) and the AFSCME (Union).
26

27 The Parties agree to the following:
28

29 The Employer will continue to pay the current part-time subsidy for eligible part-time
30 employees who participate in the part-time plan through December 31, 2011, as follows:
31

- 32 • Employee Only (EE) - \$259.53
- 33 • Employee and Family (EF) - \$331.23
- 34 • Employee & Spouse - (ES) - \$295.30
- 35 • Employee & Children (EC) - \$336.16
36

37 For Plan Years 2011 through 2013, the Employer will pay ninety five percent (95%) of the
38 part-time subsidy for the part-time eligible employees who participate in the part-time PEBB plan.
39

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**LETTER OF AGREEMENT
PART-TIME MEDICAL PREMIUM SUBSIDY**

4 This Letter of clarification is entered into between the State of Oregon, acting through its
5 Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the state
6 agencies under the jurisdiction of the American Federation of State, Local and Municipal Employees
7 Council 75 AFSCME (Union). The purpose of this letter is to clarify the agreement reached during
8 the 2013-2015 negotiations regarding the employer's obligation for medical premium payments for
9 employees working less than full-time.

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

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

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

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

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

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

28 In addition, the state will pay up to an additional monthly subsidy up to forty (\$40) dollars for
29 employee's monthly premium rate for employees at Salary Range 21, Step 1 and below a month.
30 The employee will pay the premium balance.
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LETTER OF AGREEMENT
PEBB MEMBER ADVISORY COMMITTEE

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

The Employer and Union share a commitment to PEBB achieving its vision of better health, better care and affordable costs. Both Parties recognize that the structure of PEBB is authorized in Oregon Revised Statutes, and is also designed to provide the input and perspective of members in PEBB decisions. In addition, the Employer and Union representatives share governance and decision making within the authorized structure of PEBB. The Employer and the Union share an interest in further informing the PEBB decision making process through an additional layer of direct member engagement in health and wellness.

Therefore, the Parties agree to the following:

1. PEBB is directed to create and staff a PEBB Member Advisory Committee (PMAC).
2. The PMAC will be comprised of PEBB members, including both management and labor, with up to four (4) members appointed by AFSCME. Appointment to the PMAC will be for a two (2) year period. Management will select the one management co-chair and Labor will select their co-chair.
3. The PMAC will meet at least once per calendar quarter.
4. The PMAC will provide advice on:
 - a. Member engagement
 - b. Health and Welfare strategies including the Health Engagement Model
 - c. Educating and engaging members as active leaders in their health.
5. PEBB is required to present updates to the PMAC about the progress towards its vision of better health, better care and affordable costs.
6. Participants on the committee will be on paid status and shall be reimbursed as per state travel policy. Agencies will not incur any overtime liability as a result of committee meetings or travel.

This Agreement will sunset on June 30, 2015.

1 **LETTER OF AGREEMENT**
2 **Article 20 – Layoff: Full-Time/Part-Time Bumping Option**
3

4 This Letter of Agreement is entered into by the State of Oregon acting by and through its
5 Department of Administrative Services (Employer), on behalf of the Department of Environmental
6 Quality (Agency), and the American Federation of State, County and Municipal Employees Council
7 75, Local 3336 (Union).
8

9 The purpose of the Letter of Agreement is to clarify application of certain Sections of Article
10 20—Layoff prior to layoffs that may occur.
11

12 **CURRENT CONTRACT PROVISIONS:**
13

14 **Article 20—Layoff, Section 5, Layoff Procedure**
15

16 4. **Layoff.** The employee may elect to be laid off. An employee who elects to be laid off shall
17 be placed on any geographic area layoff list of his/her choice, within the Agency, for the
18 classification from which he/she was laid off.

19 For purposes of displacement under Section 5(f) (1), (2) and (3), a vacant position
20 that management intends to fill is considered to be the least senior.

21 **Full-time to Part-time or Part-time to Full-time Option.** Employees willing to convert
22 from part-time to full-time status, or full-time to part-time status, if necessary, to displace
23 the least senior employee, shall designate their willingness to convert in writing at the time of
24 their selection of options under Section 5(f). For the purpose of displacing another employee
25 the following shall apply:

26 A. If a full-time employee elects in writing to displace the least senior employee and the
27 least senior employee is part-time, then the full-time employee shall convert to part-
28 time and shall work only the number of hours per week as the displaced part-time
29 employee.

30 B. If a part-time employee elects in writing to displace the least senior employee and the
31 least senior employee is full-time, then the part-time employee shall convert to full-
32 time and shall work forty (40) hours per week.

33 C. If an employee does not provide written election A or B above, then the employees’
34 prioritized layoff options will be implemented only to displace other positions of the
35 same status, that is, full-time to full-time or part-time to part-time status positions.
36

37 **AGREEMENT:**
38

39 The Parties agree that, for employees who opt to be considered for the full-time to part-time,
40 or part-time to full-time bumping option in Article 20, Section 5(f)(4)(A-C), the option shall be
41 applied as follows:
42

43 Full-time and Part-time statuses will be determined by the budgeted FTE level of the affected
44 positions, regardless of any affected employee’s actual work schedule. For example, “full-
45 time status” is budgeted as 1.00 FTE, “part-time status” is any position budgeted at less than
46 1.00 FTE regardless of the employee’s actual work schedule.
47

48 When an employee designates on the layoff options form that s/he is willing to convert from
49 part-time to full-time or from full-time to part-time status, the agency first will evaluate

1 placements to positions with the same position status as the employee (i.e., a full-time
2 employee will first be considered for full-time positions, and a part-time employee will first
3 be considered for part-time positions). If no suitable placement is identified within the same
4 status as the employee, then the agency will evaluate positions differing from the employee's
5 current position status. For example, if there are no suitable bumping options for a full-time
6 status employee, then the Agency will attempt to place the employee in part-time status
7 positions, provided the employee chose the option to bump into the other status.
8

9 This Agreement shall become effective on the date of last signature below and expires June
10 30, 2015. The LOA may be extended by mutual agreement for the term of the successor agreement
11 to the 2015-2017 collective bargaining agreement.
12

13 **LETTER OF AGREEMENT**
14 **ARTICLE 23 – EDUCATION, TRAINING AND CAREER DEVELOPMENT**
15

16 This Agreement is between the State of Oregon, acting through its Department of
17 Administrative Services (Employer) on behalf of the Department of Environmental Quality
18 (Agency) and the American Federation of State, County and Municipal Employees Council 75 and
19 its Local 3336 (Union or Council 75).
20

21 The purpose of this Letter of Agreement (LOA) is to provide guidance regarding required
22 annual training. All employees are required to complete training between November 1st and October
23 31st of each year.
24

25 The Agency will maintain up to sixteen (16) hours of the required training available on-line
26 for employees to access via iLearn. The on-line training may be completed away from the
27 employee's work station with prior arrangement with the supervisor.
28

29 To provide meaningful and measurable work for employees to perform, and maintain
30 accountability to the public, each iLearn course will have an estimated time to complete the course
31 and an exam at the end of the course. Employees are expected to complete the course and an exam
32 at the end of the course. Employees are expected to complete the course within 125% of time
33 allotted. For instance, if the course is scheduled to last one (1) hour, the employee is expected to
34 complete the training with one (1) hour and fifteen (15) minutes.
35

36 If the on-line training is completed away from the employee's work station, the parties agree
37 to the following:
38

39 1. The employee must complete the training during his/her regularly scheduled work
40 hours. No overtime, premium pay or penalty payments will be authorized or incurred by the
41 Agency,
42

43 2. The employee will be considered in alternate work arrangement status in accordance
44 with Article 60, Telecommuting, Teleworking, and Alternative Work Arrangements
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46 3. Employees are expected to provide their own computer to access the iLearn
47 coursework.
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49 4. This LOA sunsets June 30, 2015.

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**LETTER OF AGREEMENT
ALTERNATIVES TO LAYOFF**

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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).

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The Parties agree to the following:

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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, 2015, unless the Parties agree to amend or extend its terms.

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**LETTER OF AGREEMENT
DURATION OF LAYOFF LISTS**

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

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The Parties agree to the following:

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

For recall purposes under Article 20 (Layoff), the terms of eligibility for candidates placed on the Agency Layoff List and Secondary Recall list shall be three (3) years from the date of placement on the Agency Layoff List and Secondary Recall List. The third year extension for recall shall not affect timelines or other terms and conditions of the agreement except the following conditions shall apply for any candidate who is recalled after the two (2) years, but before the end of the third year:

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

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

This Agreement shall sunset on June 30, 2015. 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.

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**LETTER OF AGREEMENT
PAY/BENEFITS MARKET STUDY**

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

The Employer will conduct/update the market study for the classifications listed below and provide the results to the Union no later than November 1 of the year preceding the expiration of this Agreement.

The Employer and Union will negotiate salary ranges and implementation procedures during the 2013-2015 successor negotiations. If the Employer does not conduct/update the market study for the classifications listed below, then during the 2013-2015 successor negotiations, all of the below classifications will be moved from their current salary range to a salary range two (2) ranges higher.

The following classifications shall be reviewed:

Office Assistant 1	Information System Specialist 1-8
Office Assistant 2	Public Service Representative 1
Office Specialist 1	Public Service Representative 2
Office Specialist 2	Public Service Representative 3
Administrative Specialist 1	Public Service Representative 4
Administrative Specialist 2	Office Coordinator
Executive Support Specialist 1	Program Analyst 1
Executive Support Specialist 2	Program Analyst 2
Compliance Specialist 1	Program Analyst 3
Compliance Specialist 2	Program Analyst 4
Compliance Specialist 3	

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LETTER OF INTENT

It is the intent of the parties to refer discussion of workload to the Agency Labor Management committee. Data for this discussion will be obtained through the results of the 2011 Manager 360 survey. Data will be shared by January 2012 to identify areas for improved workload balance conversations between employees and managers.

LETTER OF INTENT

The Parties intend that the Agency will develop a procedure to notify employees of the presence and installation of electronic equipment for the purpose of or with the capability to monitor.

The development of the procedure will be completed by March 31, 2014 in accordance with the Agency Policy and Development Policy. The work group referred to in the Policy shall include two (2) represented staff members selected by AFSCME.

1 **APPENDIX B**

2 **AFSCME - DEQ CLASSIFICATION PLAN**

3

4 CLASS			SALARY
5 NUMBER	CLASS TITLE		RANGE
6			
7 0101	Office Assistant 1		7
8 0102	Office Assistant 2		9
9 0103	Office Specialist 1		12C
10 0104	Office Specialist 2		15C
11 0107	Admin. Specialist 1		17
12 0108	Admin. Specialist 2		19
13 0118	Exec. Sup. Spec. 1		17
14 0119	Exec. Sup. Spec. 2		19
15 0150	Std. Prof/Tech Wrkr.		11
16 0210	Accounting Tech 1		13
17 0211	Accounting Tech 2		17
18 0212	Accounting Tech 3		19
19 0321	Pub. Service Rep. 1		9
20 0322	Pub. Service Rep. 2		12C
21 0323	Pub. Service Rep. 3		15
22 0324	Pub. Service Rep. 4		19
23 0405	Mail Services Assistant		10
24 0435	Procurement & Contract Assistant		19
25 0436	Procurement & Contract Spec 1		23
26 0437	Procurement & Contract Spec 2		27
27 0438	Procurement & Contract Spec 3		29
28 0530	Word Processing Tech 1		11
29 0531	Word Processing Tech 2		13
30 0532	Word Processing Tech 3		15
31 0801	Office Coordinator		15
32 0810	Project Coordinator		26
33 0813	Program Tech 2		27
34 0854	Project Manager 1		26
35 0855	Project Manager 2		29
36 0856	Project Manager 3		31
37 0860	Program Analyst		23
38 0861	Program Analyst 2		27
39 0862	Program Analyst 3		29
40 0863	Program Analyst 4		31
41 0864	Public Affairs Spec 1		25
42 0865	Public Affairs Spec 2		29
43 0866	Public Affairs Spec 3		31
44 0870	Operation and Policy Analyst 1		23
45 0871	Operation and Policy Analyst 2		27
46 0872	Operation and Policy Analyst 3		30
47 0873	Operation and Policy Analyst 4		32
48			

1	CLASS		SALARY
2	NUMBER	CLASS TITLE	RANGE
3			
4	1001	Loan Spec 1	23
5	1002	Loan Spec 2	30
6	1115	Research Analyst 1	19
7	1116	Research Analyst 2	22
8	1117	Research Analyst 3	26
9	1118	Research Analyst 4	30
10	1215	Accountant 1	21
11	1216	Accountant 2	23
12	1217	Accountant 3	27
13	1218	Accountant 4	30
14	1243	Fiscal Analyst 1	23
15	1244	Fiscal Analyst 2	27
16	1245	Fiscal Analyst 3	30
17	1339	Training & Development Spec 2	27
18	1345	Safety Specialist 1	23
19	1346	Safety Specialist 2	27
20	1481	Info Systems Specialist 1	17I
21	1482	Info Systems Specialist 2	21I
22	1483	Info Systems Specialist 3	24I
23	1484	Info Systems Specialist 4	25I
24	1485	Info Systems Specialist 5	28I
25	1486	Info Systems Specialist 6	29I
26	1487	Info Systems Specialist 7	31I
27	1488	Info Systems Specialist 8	33I
28	2220	Librarian	26
29	2510	Electronic Pub. Design Spec. 1	17
30	2511	Electronic Pub. Design Spec. 2	21
31	2512	Electronic Pub. Design Spec. 3	23
32	3116	Cartographer 1 (no Cartographer will be	13
33	3117	Cartographer 2 allocated lower than current	17
34	3118	Cartographer 3 per agreement of parties 2/28)	19
35	3267	Construction Project Manager 1	27
36	3268	Construction Project Manager 2	30
37	3269	Construction Project Manager 3	32
38	3410	Env. Engineer 1	25
39	3411	Env. Engineer 2	30
40	3412	Env. Engineer 3	32
41	3715	Chemist 1	24
42	3716	Chemist 2	26
43	3717	Chemist 3	28
44	3779	Microbiologist 1	21
45	3780	Microbiologist 2	23
46	3781	Microbiologist 3	25
47			
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CLASS NUMBER	CLASS TITLE	SALARY RANGE
3807	Vehicle Em. Tech. 1	16
3808	Vehicle Em. Tech. 2	18
4012	Facilities Maintenance Specialist	18
4014	Facilities Operation Specialist 1	24
4015	Facilities Operation Specialist 2	26
4101	Custodian	10
4339	Scientific Instrument Technician	21
5711	Occupational Sfty Spec 3	27
5750	Env. Law Spec.	30
6810	Lab Tech 1	13
6811	Lab Tech 2	17
8501	Natural Res. Spec. 1	21
8502	Natural Res. Spec. 2	24
8503	Natural Res. Spec. 3	27
8503	Natural Res. Spec. 3 (Hydrogeologist)	28B
8503	Natural Res. Spec. 3 (Reg. Sanitarian)	28D
8504	Natural Res. Spec. 4	30
8504	Natural Res. Spec. 4 (Hydrogeologist)	31B
8504	Natural Res. Spec. 4 (Toxicologist)	32C
8504	Natural Res. Spec 4 (Reg. Sanitarian)	31D
8505	Natural Res. Spec. 5	32
8505	Natural Res. Spec. 5 (Hydrogeologist)	33B

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Salary Range Codes:

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

APPENDIX C – SALARY SCHEDULES JULY 1, 2013

Range	1	2	3	4	5	6	7	8	9
07					1972	2039	2119	2195	2282
09			1972	2039	2119	2195	2282	2371	2452
10		1972	2039	2119	2195	2282	2371	2452	2553
11	1972	2039	2119	2195	2282	2371	2452	2553	2663
12C	2079	2157	2240	2326	2410	2502	2608	2720	2835
13	2119	2195	2282	2371	2452	2553	2663	2776	2897
15	2282	2371	2452	2553	2663	2776	2897	3032	3179
15C	2326	2410	2502	2608	2720	2835	2965	3107	3257
16	2371	2452	2553	2663	2776	2897	3032	3179	3333
17	2452	2553	2663	2776	2897	3032	3179	3333	3487
17I	2540	2646	2754	2875	3009	3151	3296	3449	3611
18	2553	2663	2776	2897	3032	3179	3333	3487	3653
19	2663	2776	2897	3032	3179	3333	3487	3653	3837
21	2897	3032	3179	3333	3487	3653	3837	4020	4211
21I	2931	3070	3213	3361	3519	3686	3857	4038	4226
23	3179	3333	3487	3653	3837	4020	4211	4415	4628
24	3333	3487	3653	3837	4020	4211	4415	4628	4856
24I	3355	3514	3681	3850	4031	4222	4419	4627	4846
25	3487	3653	3837	4020	4211	4415	4628	4856	5098
25I	3640	3812	3988	4177	4372	4577	4792	5019	5256
26	3653	3837	4020	4211	4415	4628	4856	5098	5342
27	3837	4020	4211	4415	4628	4856	5098	5342	5604
28	4020	4211	4415	4628	4856	5098	5342	5604	5874
28B	4020	4211	4415	4628	4856	5098	5342	5604	5874
28D	4020	4211	4415	4628	4856	5098	5342	5604	5874
28I	4063	4257	4454	4665	4885	5113	5355	5607	5872
29	4211	4415	4628	4856	5098	5342	5604	5874	6164
29I	4347	4550	4764	4989	5225	5470	5727	5997	6279
30	4415	4628	4856	5098	5342	5604	5874	6164	6455
31	4628	4856	5098	5342	5604	5874	6164	6455	6760
31B	4628	4856	5098	5342	5604	5874	6164	6455	6760
31D	4628	4856	5098	5342	5604	5874	6164	6455	6760
31I	4813	5039	5277	5523	5785	6058	6342	6639	6949
32	4856	5098	5342	5604	5874	6164	6455	6760	7079
32C	4856	5098	5342	5604	5874	6164	6455	6760	7079
33B	5098	5342	5604	5874	6164	6455	6760	7077	7409
33I	5244	5489	5749	6022	6305	6600	6915	7244	7587

APPENDIX C – SALARY SCHEDULES DECEMBER 1, 2013

Range	1	2	3	4	5	6	7	8	9
Range	1	2	3	4	5	6	7	8	9
7	0	0	0	0	2002	2070	2151	2228	2316
9	0	0	2002	2070	2151	2228	2316	2407	2489
10	0	2002	2070	2151	2228	2316	2407	2489	2592
11	2002	2070	2151	2228	2316	2407	2489	2592	2703
12C	2110	2189	2274	2361	2446	2540	2647	2761	2878
13	2151	2228	2316	2407	2489	2592	2703	2818	2940
15	2316	2407	2489	2592	2703	2818	2940	3077	3227
15C	2361	2446	2540	2647	2761	2878	3009	3154	3306
16	2407	2489	2592	2703	2818	2940	3077	3227	3383
17	2489	2592	2703	2818	2940	3077	3227	3383	3539
17I	2578	2686	2795	2918	3054	3198	3345	3501	3665
18	2592	2703	2818	2940	3077	3227	3383	3539	3708
19	2703	2818	2940	3077	3227	3383	3539	3708	3895
21	2940	3077	3227	3383	3539	3708	3895	4080	4274
21I	2975	3116	3261	3411	3572	3741	3915	4099	4289
23	3227	3383	3539	3708	3895	4080	4274	4481	4697
24I	3405	3567	3736	3908	4091	4285	4485	4696	4919
24	3383	3539	3708	3895	4080	4274	4481	4697	4929
25	3539	3708	3895	4080	4274	4481	4697	4929	5174
25I	3695	3869	4048	4240	4439	4646	4865	5094	5335
26	3708	3895	4080	4274	4481	4697	4929	5174	5422
27	3895	4080	4274	4481	4697	4929	5174	5422	5688
2II	4124	4321	4521	4735	4958	5190	5435	5691	5960
28A	4080	4274	4481	4697	4929	5174	5422	5688	5962
28B	4080	4274	4481	4697	4929	5174	5422	5688	5962
28D	4080	4274	4481	4697	4929	5174	5422	5688	5962
29	4274	4481	4697	4929	5174	5422	5688	5962	6256
29I	4412	4618	4835	5064	5303	5552	5813	6087	6373
30	4481	4697	4929	5174	5422	5688	5962	6256	6552
31	4697	4929	5174	5422	5688	5962	6256	6552	6861
31I	4885	5115	5356	5606	5872	6149	6437	6739	7053
31B	4697	4929	5174	5422	5688	5962	6256	6552	6861
31D	4697	4929	5174	5422	5688	5962	6256	6552	6861
32	4929	5174	5422	5688	5962	6256	6552	6861	7185
32C	4929	5174	5422	5688	5962	6256	6552	6861	7185
33I	5323	5571	5835	6112	6400	6699	7019	7353	7701
33B	5174	5422	5688	5962	6256	6552	6861	7183	7520

APPENDIX C – SALARY SCHEDULES DECEMBER 1, 2014

Range	1	2	3	4	5	6	7	8	9
7	0	0	0	0	2042	2111	2194	2273	2362
9	0	0	2042	2111	2194	2273	2362	2455	2539
10	0	2042	2111	2194	2273	2362	2455	2539	2644
11	2042	2111	2194	2273	2362	2455	2539	2644	2757
12C	2152	2233	2319	2408	2495	2591	2700	2816	2936
13	2194	2273	2362	2455	2539	2644	2757	2874	2999
15	2362	2455	2539	2644	2757	2874	2999	3139	3292
15C	2408	2495	2591	2700	2816	2936	3069	3217	3372
16	2455	2539	2644	2757	2874	2999	3139	3292	3451
17	2539	2644	2757	2874	2999	3139	3292	3451	3610
17I	2630	2740	2851	2976	3115	3262	3412	3571	3738
18	2644	2757	2874	2999	3139	3292	3451	3610	3782
19	2757	2874	2999	3139	3292	3451	3610	3782	3973
21	2999	3139	3292	3451	3610	3782	3973	4162	4359
21I	3035	3178	3326	3479	3643	3816	3993	4181	4375
23	3292	3451	3610	3782	3973	4162	4359	4571	4791
24	3451	3610	3782	3973	4162	4359	4571	4791	5028
24I	3473	3638	3811	3986	4173	4371	4575	4790	5017
25	3610	3782	3973	4162	4359	4571	4791	5028	5277
25I	3769	3946	4129	4325	4528	4739	4962	5196	5442
26	3782	3973	4162	4359	4571	4791	5028	5277	5530
27	3973	4162	4359	4571	4791	5028	5277	5530	5802
28	4162	4359	4571	4791	5028	5277	5530	5802	6081
28B	4162	4359	4571	4791	5028	5277	5530	5802	6081
28D	4162	4359	4571	4791	5028	5277	5530	5802	6081
28I	4206	4407	4611	4830	5057	5294	5544	5805	6079
29	4359	4571	4791	5028	5277	5530	5802	6081	6381
29I	4500	4710	4932	5165	5409	5663	5929	6209	6500
30	4571	4791	5028	5277	5530	5802	6081	6381	6683
31	4791	5028	5277	5530	5802	6081	6381	6683	6998
31B	4791	5028	5277	5530	5802	6081	6381	6683	6998
31D	4791	5028	5277	5530	5802	6081	6381	6683	6998
31I	4983	5217	5463	5718	5989	6272	6566	6874	7194
32	5028	5277	5530	5802	6081	6381	6683	6998	7329
32C	5028	5277	5530	5802	6081	6381	6683	6998	7329
33B	5277	5530	5802	6081	6381	6683	6998	7327	7670
33I	5429	5682	5952	6234	6528	6833	7159	7500	7855

Signed 28th day of August, 2013 in Salem, Oregon.

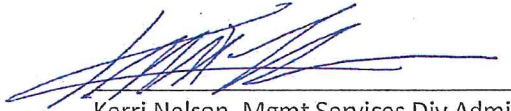
FOR THE STATE OF OREGON



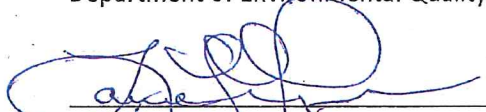
Michael Jordan, Director
Department of Administrative Services



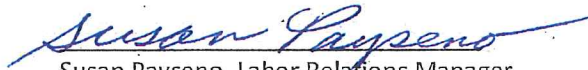
Clyde Saito, Interim Administrator
Human Resource Services Division



Kerri Nelson, Mgmt Services Div Administrator
Department of Environmental Quality



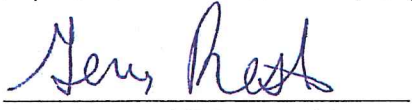
Laurie Grenya, Human Resources
and Payroll Manager
Department of Environmental Quality



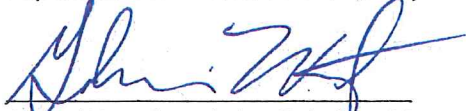
Susan Payseno, Labor Relations Manager
Department of Environmental Quality



Andy Ginsburg, Air Quality Div Administrator
Department of Environmental Quality



Gerry Preston, VIP Program Manager
Department of Environmental Quality

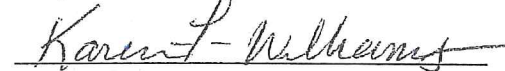


Glenn West, State Labor Relations Manager
DAS Human Resource Services Division

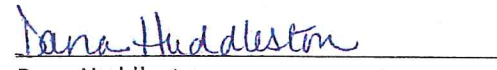
FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES



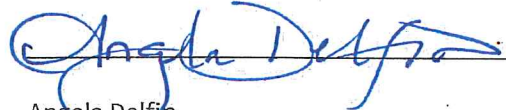
Issa Simpson, Council Representative
Oregon AFSCME



Karen Williams
AFSCME Local 3336



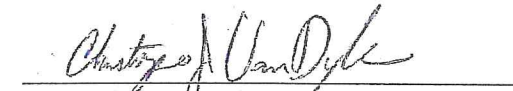
Dana Huddleston
AFSCME Local 3336



Angela Delfino
AFSCME Local 3336



Bruce Scherzinger
AFSCME Local 3336



Christopher Van Dyke
AFSCME 3336