

COLLECTIVE BARGAINING AGREEMENT



between

DAS

**DEPARTMENT OF
ADMINISTRATIVE
SERVICES**

on behalf of

Land Conservation and
Development Department
and

AFSCME

LOCAL 3772 / COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2015

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ARTICLE 1 - RECOGNITION

Section 1.

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of the Department of Land Conservation and Development (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the "Union") for the purpose of fixing wages, hours, benefits, conditions of employment, and other matters affecting members of the Bargaining Unit as certified by the Employment Relations Board.

Section 2.

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the Department of Land Conservation and Development, excluding supervisory, managerial and/or confidential as defined by ORS 243.650, temporary, and part-time employees working less than thirty-two (32) hours per month. This Agreement binds the Union and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer and the Agency and any person designated by it to act on its behalf.

ARTICLE 2 - MANAGEMENT'S RIGHTS

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

ARTICLE 3 - UNION RIGHTS, SECURITY, AND STEWARDS

Section 1. Notice of Representatives

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

Section 2. Union Representative Visits

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

Section 3. Agency Stewards

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

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

Section 4. Union Business

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

Section 5. Building Use

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

Section 6. Bulletin Boards

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

Section 7. Union Notices to Employees

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

Section 8. Payroll Deductions

- A.** The Union shall be provided payroll deductions for its regular monthly dues in accord with ORS 292.055.
- B.** On the first pay period of each month, the Agency shall deduct from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions pursuant to ORS 292.055, a sum equal to Union dues. This deduction shall begin on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement or until revoked by the employee in writing, whichever is sooner.
- C.** Employees in the bargaining unit who are not members of the Union shall make fair share payments. Beginning with the first payroll period after the execution of this Agreement and on each period thereafter, the State will deduct from the wages of each bargaining unit employee who is not a Union member the fair share amount. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment.
- D.** The State shall remit a payment for all said deductions to the Union by the 20th of the month after the deductions are made. Said payment shall be accompanied by a listing

of the names and social security numbers of all employees from whom deductions were made.

- E. Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Agency that this has been done. Notwithstanding an employee's claim of exemption under this Section, the Agency shall deduct fair share from the employee's wages pursuant to this Article, until agreement has been reached between the employee and the Union.

Section 9. Employer Held Harmless

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

Section 10. Union President Leave

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

pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits.

Section 11. Names of Retirees

Effective September 1, 2009, the Employer will send a monthly report to the Union of the names of individuals that have retired the previous month. For purposes of this Agreement, a retiree shall be defined as a person who has given the Agency written notice that he/she is separating from State service by retirement and that person has actually separated from State service.

Section 12. Reports

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

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

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

Section 13. Intermittent Union Leave.

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

- A.** The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two bargaining unit members may be designated to attend AFSCME conventions under this provision.
- B.** Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.
- C.** The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
- D.** The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
- E.** The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.

- F. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
- G. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.
- H. The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

ARTICLE 4 - ADMINISTRATIVE PROVISIONS

Section 1. Laws, Regulations

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

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

Section 2. Legislative Action

- A. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the date of signing this Agreement or the date otherwise specified in this Agreement.
- B. Upon the signing of this Agreement, both parties shall promptly submit, and jointly recommend to the Legislative Assembly or to the Emergency Board, the passage of the funding necessary to implement this Agreement, as well as any change in statute that may be required to accomplish that purpose. Should the Legislative Assembly or Emergency Board fail to enact or adopt matters submitted to them under this Section, then the Employer and Union shall meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement.

Section 3. Strikes, Lockouts and Picket Lines

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

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

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

Section 4. Complete Agreement

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

Section 5. Term of the Agreement and Successor Negotiations

- A.** Unless otherwise noted in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2017. The Union shall send a letter informing the Department of Administrative Services Labor Relations Unit and the affected Agency of the specific ratification date of the tentative Agreement.
- B.** If one of the parties desires to modify the Agreement, they shall notify the other party in writing no less than one hundred and eighty (180) days prior to the termination of this Agreement.
- C.** The Agency will allow paid time for up to three (3) identified employees to attend collective bargaining sessions as members of the Union's negotiating team for a combined total of no more than one hundred and fifty (150) hours of worktime. No overtime, per diem, or any other compensation shall accrue or be paid.

Section 6. Agency Personnel Policies

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

ARTICLE 5 - PERSONNEL RECORDS

Section 1.

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

Section 2.

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

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

If an employee is not available within a reasonable period of time to sign the material or the employee refuses to sign the material, the Agency may place the material in the file provided a

statement has been signed by two (2) management representatives that a copy of the document was mailed to the Union at the time such material was placed in the employee's file.

Section 3.

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

Section 4.

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

Section 5.

Material reflecting caution, consultation, warning, admonishment, or reprimand shall be removed from personnel files after two (2) years, and given to the employee. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

- A.** The principles of progressive discipline shall be used except when the nature of the problem requires more serious discipline. Depending on the seriousness of the problem, progressive discipline can include the following steps: written reprimand, suspension, demotion, reduction in pay or discharge. No regular status employee shall be disciplined or discharged without just cause.
- B.** An employee who receives a written reprimand, reduction in pay, demotion, or suspension without pay shall receive written notice of the discipline and of the specific charges supporting the discipline. A copy of this notice shall also be sent to the Union.
- C.** Where discharge may be contemplated, a written predissmissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency's Director at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have a Union Representative present. At the discretion of the Agency Director, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the predissmissal notice.

Section 2.

Upon request, an employee shall have the right to Union representation during an investigatory interview that the employee reasonably believes may result in disciplinary action. The Union Stewards will be granted mutually agreed time off during regularly scheduled work hours to represent an employee in investigatory interviews and to investigate the disciplinary

action before the filing of a written grievance. The Union Stewards may use Agency time and shall receive their regular rate of pay for duty time spent on these activities. However, only one Union Steward will be in pay status for any one issue. The Employer is not responsible for any compensation of employees or Union Stewards for time spent outside their regularly scheduled hours of employment while engaged in these activities. The Employer is not responsible for any travel or expenses incurred by an employee or Union Steward for investigatory interviews or to investigate the disciplinary action taken prior to filing a grievance.

Section 3.

Employees shall not be disciplined for Professional Differences of Opinion except as specified in Article 29.

Section 4.

The Agency will not formally discipline an employee in a manner which would embarrass or humiliate the employee in front of others. Disciplinary actions shall be kept confidential to the maximum extent possible.

Section 5. Appeal Rights

Disciplinary actions consisting of written reprimands, reductions in pay, suspensions without pay or demotions may be appealed only by filing a grievance at Step 2 as provided in Article 7.

The grievance must be delivered to the Agency Head or designee within fifteen (15) calendar days from the date of the notice or the effective date of the action, whichever is earlier. Any further appeal of such action shall follow the Grievance Procedure outlined in Article 7 of this Agreement.

Discharge of a regular status employee may only be appealed by the Union directly to Step 3 of the Grievance Procedure. The employee or Union may appeal the discharge by filing a grievance with the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days from the effective date of the discharge.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. Definition and Intent

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

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

Section 2. Filing a Grievance

- A. Grievances may be filed in any of the following categories:
1. Filed by employee without involvement of the union
 2. Filed by employee with assistance of the Union
(All notices must be sent to employee with copies to Union)

3. Filed by Union on behalf of a specific employee
(All notices must be sent to Union with copies to employee)
 4. Filed by the Union as a general matter not related to a specific employee
- B.** A grievance must be labeled as a grievance and include all of the following:
1. Specific provision or provisions of the Agreement alleged to be violated
 2. Relevant facts showing the violation
 3. Date of the violation, or date that the grievant became aware of the violation
 4. Date that the grievance is being filed
 5. Remedy Requested
 6. Signature of the grievant or union (or both where applicable)
- C.** Grievances will be filed using the official form whenever possible to ensure complete and adequate information. However, a grievance that meets the other requirements of this article will not be invalid solely for not using the form.
- D.** The preferred method for filing a grievance is to present hard-copies to the appropriate management person as defended in Steps 1, 2 or 3 and to the Human Resource Office. The person receiving the grievance will sign and date all copies of the grievance to acknowledge receipt. Such signature does not indicate anything regarding the merits of the grievance. Alternatively a grievance may be filed by email sent from an agency account or from a union staff account. Grievances may not be sent from personal email accounts because the identity of the sender could not be verified. The recipient of a grievance by email shall immediately reply via email to acknowledge receipt, stating the date received and that acknowledgement does not indicate agreement with the merits of the grievance. The grievance shall be deemed to be filed on the date of the reply e-mail message.

Section 3. Grievance Steps

Timelines noted in the following Steps apply to all grievances except for written reprimands, reductions in pay, demotions, suspensions without pay and discharges for which the timelines established in Article 6 – Discipline and Discharge, shall apply.

STEP 1.

The first step of a grievance is filed in writing with the employee's immediate excluded supervisor, or the Human Resources office for general grievances, within thirty (30) calendar days of the date that the Union or employee knew or should have known of the alleged violation. Once a grievance has been filed, it may not be expanded but may be modified for the purpose of clarity at STEP 1 only. The supervisor shall respond in writing to the grievant within fifteen (15) calendar days from the date the grievance is received by the supervisor, with a copy to the Union.

STEP 2.

If the grievance remains unresolved at STEP 1, it may be appealed by the grievant to the Agency Director within fifteen (15) calendar days after the response required by STEP 1 was due or received. The Director or his/her designee shall respond in writing to the grievant with a copy to the Union within fifteen (15) calendar days after receipt of the grievance.

STEP 3. Department of Administrative Services Review.

If the grievance remains unresolved at STEP 2, the Union may file the grievance in writing with the Department of Administrative Services, Labor Relations Unit (DAS-LRU), within fifteen (15) calendar days following date the response at STEP 2 was due or received. In a discharge grievance, the Union must file the grievance with the DAS-LRU within fifteen (15) days of the effective date of the discharge. DAS-LRU shall respond within fifteen (15) calendar days following receipt of the grievance. For purposes of this article, an appeal in writing can be delivered by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address LRU@oregon.gov.

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

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

STEP 4. Submission to Arbitration.

If the grievance is unresolved following DAS-LRU review, the Union may submit in writing the grievance to arbitration. To be valid, a request for arbitration must be in writing and received by the DAS-LRU within fifteen (15) calendar days after the STEP 3 response was due or received.

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

Section 4. Selection of the Arbitrator

In the event that arbitration becomes necessary the Union will request, within fifteen (15) calendar days from the date the STEP 3 response was due or received, a list of the names of five (5) qualified arbitrators from the Employment Relations Board, and contact the Employer to strike names within ten (10) workdays. The parties will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall serve as the arbitrator.

Section 5. Arbitrator's Authority

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to,

subtract from, change, or modify any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay, or to mitigate the penalty as equity suggests under the facts.

Section 6. Expenses of Arbitration

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

Section 7. Mediation

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

Section 8. Union Representation and Compensation

Employees are entitled to representation by a Union Representative at any step in this Article. The Union Steward will be granted mutually agreed time off during regularly scheduled work hours to process the grievance. The Union Stewards may use Agency time and shall receive their regular rate of pay for duty time spent on these activities. However only one Union Steward will be in pay status for any one grievance. The Employer is not responsible for any compensation of employees or Union Stewards for time spent outside their regularly scheduled hours of employment while engaged in these activities. The Employer is not responsible for any travel or expenses incurred by a grievant or Union Steward in the processing of grievances.

Section 9.

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

Section 10. Extensions

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

Section 11.

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

ARTICLE 8 - FILLING OF VACANCIES

Section 1.

The Agency desires to fill vacancies with the best qualified applicants available. Within that context, the Agency intends to insure that protected classes are given an opportunity to compete for all openings within the bargaining unit. The Agency recognizes the quality of existing employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

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

Section 2.

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

Section 3.

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

ARTICLE 9 - TRIAL SERVICE

Section 1. Trial Service Period

A trial service period is an extension of the selection process during which the employee must demonstrate their ability and willingness to perform their duties satisfactorily and demonstrate acceptable work habits and dependability. Employees initially appointed to state service, promoted, or transfer from another state agency shall serve a trial service period of six (6) months.

Former agency employees who have previously obtained regular status at this Agency and who return within two (2) years of leaving, either by transfer from another agency or by reemployment shall serve a trial service period of three (3) months provided the classification they return to is the same or lower than their classification at the time they left this Agency.

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

Section 2. Removal From Trial Service

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

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

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

Employees reinstated to their former classification will not serve a trial service period.

Section 3. Trial Service Extensions

An employee's trial service period may be extended in instances where an employee has a leave of absence. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

Trial service periods may be extended with written request and agreement of the Union.

ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

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

Section 2.

All complaints alleging any form of discrimination in violation of this Article shall be submitted to the Agency Director or his/her designee. A meeting with the complainant will be held within seven (7) working days of the receipt of the complaint. A full investigation will be conducted by the Agency, even if the alleged perpetrator of discrimination has terminated employment. Findings of fact and/or action to be taken will be reduced to writing and given to the complainant and the alleged perpetrator within thirty (30) calendar days from receipt of the complaint. If the complaint is not resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division.

Complaints alleging discrimination because of sexual preference or political affiliation may be submitted to the Department of Administrative Services, Labor Relations Unit if unresolved by the Agency within fifteen (15) days of the Agency's response. Department of Administrative Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the employee and the Union within thirty (30) days.

ARTICLE 11 - PERFORMANCE APPRAISAL

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

Section 1. Performance Appraisal

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

Section 2. Performance Appraisal Changes

If there are changes made in the performance appraisal after discussion and signature by the employee, the revised appraisal will again be discussed with the employee. The employee shall have the opportunity to comment on and shall sign the revised appraisal. The signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided to the employee. Written comments provided by the employee within thirty (30) days of the evaluation shall be attached to the performance appraisal.

Section 3.

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

Section 4.

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

Section 5.

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

ARTICLE 12 - HOURS OF WORK/OVERTIME

Section 1. Hours of Work

A. Workweek

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

B. Work Schedules

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

When the employee is required to travel or attend meetings/training which is outside of their normal work schedule, this time (excluding normal commuting time) shall be considered time worked. The employer may temporarily modify the employee's normal work schedule to a "flexible work schedule" for that week without daily overtime or schedule change penalty. Where such schedule modification still results in the need for additional work hours, Section 2 of this Article shall apply.

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

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

D. Employees working at least six (6) hours in a day will be granted a nonduty meal break as near the middle of the workday as possible. This meal period will not be less than one-half (1/2) hour. Employees working less than a six (6) hour workday may be granted a meal period as determined by the Agency.

- E. Employees assigned by their supervisor to take a meal period at their desk or office will have their meal period considered on-duty time.
- F. An employee desiring a change in work schedule must request such change in writing to his/her supervisor.

Section 2. Overtime

- A. This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.
- B. Time worked for the purpose of this Agreement is all hours actually worked including any paid leave.
- C. FLSA non-exempt employees shall be compensated at Agency discretion at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of forty (40) hours in any one (1) workweek or eight (8) hours per day for employees on a regular work schedule, or ten (10) hours per day for employees on an irregular schedule (four (4) ten (10)-hour shifts). Employees working an alternative or flexible work schedule will have overtime calculated based on a forty (40)-hour workweek, not an eight (8)-hour day. No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2).
- D. FLSA exempt employees shall receive time off for authorized time worked in excess of forty (40) hours per week at the rate of one (1) hour off for one (1) hour of time worked beyond forty (40) hours.
- E. The Agency shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization, in writing, by the Director or his/her designee. Prior authorization shall be granted on a case-by-case basis.
- F. The Agency shall determine whether an employee receives pay for overtime or accrues compensatory time. An employee may accrue up to a maximum of eighty (80) hours of compensatory time.

Section 3. Scheduling or Paying Out Compensatory Time Off

- A. Subject to the operating requirements of the Agency, employees shall have their choice of scheduling compensatory time off on a first come, first served basis. Ties shall be resolved by agreement of affected employees or by length of service of employees if they cannot agree. Compensatory time may be taken in increments of less than eight (8) hours.
- B. Compensatory leave shall be scheduled in accordance with standard procedures used for scheduling vacation leave and are subject to the provisions of Article 15 - Vacation Leave.
- C. An employee may accrue up to eighty (80) hours of compensatory time. The Agency may allow accrual in excess of eighty (80) hours if requested by the employee. Unless

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

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

ARTICLE 13 - LAYOFF AND RECALL

Section 1. Alternate to Layoff

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. 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.

Section 2.

The Agency values stability in the workforce and the talents and contributions of its employees. Therefore, the Agency will make a good faith effort to implement other workforce adjustment measures before implementing layoff. If the Agency decides a workforce adjustment or layoff will be necessary, the Agency will develop a plan for specific procedures consistent with the provisions of this Article, including specific procedures on how layoff will be conducted when multiple positions within the same classification are to be vacated. Agency will submit the plan to Union at least five (5) calendar days before notifying individual employees.

Section 3. Definition of Layoff

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

Section 4. Layoff Procedure

The layoff procedure shall occur in the following manner:

- A. The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified in writing at least fifteen (15) calendar days before the effective date of layoff. The Agency shall give written notice to every affected employee of his/her service credits and his/her options under this Article. The Agency shall give the Union a list of the service credits of all represented employees. The Agency will post an electronic copy of this list

which must be accessible to all employees. Service credits determine bumping ability.

- B.** Temporary employees working in a classification in which a layoff occurs will be terminated prior to the layoff of any represented employee.
- C.** An initial trial service employee cannot displace any regular status employee, but may bump other initial trial service employees with fewer service credits.
- D.** An employee receiving written notice of a pending layoff has five (5) calendar days in which to select one (1) of the following options, and give the Agency written notice of his/her selection.
 - 1.** Displacement within Current Classification. The employee may displace the employee in the Agency with the lowest service credits in his/her present classification for which he/she is qualified.
 - 2.** Displacement within Same Salary Range. If qualified, the employee may displace the lowest service credit employee in a classification with the same salary range. To be qualified, the bumping employee must meet the minimum qualifications for the classification into which he or she is bumping.
 - 3.** Demotion. The employee may demote to the lowest service credit position in any classification for which he/she is qualified. An employee who elects to demote will be placed on the Agency list for recall from layoff in the classification from which he/she demoted.
 - 4.** Layoff. The employee may elect to be laid off either by personal choice or because there are no other options available. An employee who elects to be laid off shall be placed on the Agency layoff list for the classification from which he/she was laid off.
- E.** To be qualified for the options under Section 2D 1, 2 and 3, the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within thirty (30) days. The thirty (30) day period is for the purposes of orienting an employee to the position not training the employee to perform the work. Therefore, it is necessary that the employee can perform all of the core duties and responsibilities of the position as determined by the Agency prior to bumping into the position. The employee will receive performance coaching during this time period as assistance for successfully performing the duties of the position. If the employee meets the minimum qualifications but is considered not capable of performing the specific requirements of the least senior position, he/she may displace or demote to the next least senior position in the classification, provided the incumbent in the next lowest position has less seniority than the employee displacing or demoting and the employee is capable of performing the specific requirements of the position.

- F. When the Agency gives notice of layoff, all employees working out of class within the affected classes will revert to their regular positions and duties.
- G. Employees displaced by the effects of bumping may exercise their rights under this Article, in turn.
- H. For the purposes of this Article, employees working in a job share position shall be treated as one full-time employee with service credits equal to the prorated time they are working in the position.
- I. Geographic Options: Under options 3D 1,2 and 3 above, employees may displace the least senior employee in either their geographic location or Agency-wide provided the employee meets the minimum and special qualifications for the position. Geographic Location is defined as the city in which the employee's official workstation is located.

Section 5. Seniority Computation.

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

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

- A. One (1) credit for each full month of unbroken, regular status and trial service employment with the State of Oregon. A break in service is defined as a separation or interruption of paid employment that lasts more than two (2) years. Part-time employees earn service credits on a prorated basis. Leave without pay over ninety (90) days will be deducted from service credits. When the Agency announces a layoff, service credit totals will be frozen through the conclusion of the layoff process.
- B. In the event of a tie in total layoff credits, the Agency shall determine the employee(s) to be laid off, considering requirements of the available position(s), value of the employee(s) to the mission of the Agency, demonstrated performance, work in progress, and other relevant factors.
- C. The Agency may protect up to two (2) employees from layoff for up to ninety (90) days if losing such individuals would demonstrably work a hardship on the operation of the Agency.

Section 6. Cross bumping

Cross bumping may not occur between the management service and the bargaining unit.

Section 7. Agency Layoff List

The names of regular status permanent employees who choose demotion or who are laid off will be placed on an Agency layoff list and will be eligible for recall to any classification at or below the classification from which they were laid off or demoted in lieu of layoff, and for which they meet the minimum qualifications. Names will be in service credit order by classification. Names will remain on this list for two (2) years, unless the employee is recalled to service sooner.

Section 8. Recall from Agency Layoff List

Employees will be recalled in order of service credits. Recalled employees must be qualified to perform the duties of the position for which they have been recalled within thirty (30) days. An employee may refuse a position, but his/her name will then be removed from the agency layoff list for that classification. Employees who accept a position will be removed from the agency layoff list for that classification and geographic area.

Employees on the agency layoff list will be offered temporary positions, if such positions become necessary within the Agency prior to hiring outside the Agency provided the employee on the agency layoff list is qualified to perform the temporary duties. An employee may refuse a temporary assignment and remain on the agency layoff list.

Section 9. Secondary Recall Rights

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

B. Definitions.

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

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

D. Procedures.

1. Placement on the Secondary Recall List.

- (a)** Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the

secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the Secondary Recall List for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.

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

2. Use of the Secondary Recall List.

- (a) After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section C above, until such secondary list is exhausted.
- (b) To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.
- (c) Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.
- (d) Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

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

- (a) A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List; however, an Agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.
- (b) Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.
- (c) Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months except that employees hired into the Offender Information and Sentence Unit as Prison Term Analyst (PTA) shall serve a trial service period consistent

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

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

ARTICLE 14 - HOLIDAYS

Section 1. Recognized Holidays

The following compensable holidays shall be recognized:

- A. New Year's Day on January 1;
- B. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- C. President's Day on the third Monday in February;
- D. Memorial Day on the last Monday in May;
- E. Independence Day on July 4;
- F. Labor Day on the first Monday in September;
- G. Veterans Day on November 11;
- H. Thanksgiving Day on the fourth Thursday in November;
- I. The Friday after Thanksgiving;
- J. Christmas Day on December 25;
- K. Every day appointed by the Governor of the State of Oregon as a holiday and everyday appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

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

Section 2. Holiday Compensation

All employees shall be compensated eight (8) hours for each holiday listed in Section 1 pursuant to (A) and (B) below, provided the employee has worked at least 32 hours in the month.

- A. Full-time employees working a fixed regular, irregular, or alternative work schedule as defined in Article 12, Section 1(B), shall receive eight (8) hours of holiday pay, provided they are in pay status at least one-half (1/2) of their regularly scheduled workdays immediately before and after the holiday. Full-time employees working a flexible schedule shall receive eight (8) hours of holiday pay, provided they are in pay status for at least four (4) hours of their

scheduled workdays immediately before and after the holiday.

- B. Part-time or hourly employees will receive a prorated share of the eight (8) hours of holiday pay based on the number of hours actually worked as compared to the total number of possible work hours in the month. To be eligible for this pay, such employees must be in pay status at least one-half (1/2) of their regularly scheduled workdays immediately before and after the holiday, and such scheduled workdays must occur within the last seven (7) calendar days before and after the holiday.
- C. Recognized holidays which occur during paid vacation or paid sick leave will be charged as a holiday rather than vacation or sick leave.

Prorated Holiday Compensation Calculation:

The holiday shall not count as part of the total possible work hours in the month or pay period or the total possible work hours in the month or pay period or the total hours worked. Holiday Compensation shall be calculated as follows: total hours worked, times holiday hours in the month, divided by total possible work hours in month or pay period. Total hours worked shall include sick leave, vacation leave, personal leave, the leave taken under Article 12, section 2, subsections (c) and (d), the leave in Section 4 of this Article, and unscheduled straight time worked during the month, but shall exclude any overtime hours worked.

Section 3. Work Schedules During Holiday Week

Employees working an alternative, flexible, or irregular work schedule shall revert to a five (5) day, eight (8) hour work schedule for the week in which a holiday occurs, or by mutual agreement between the employee and supervisor the employee may choose one of the following options to maintain their regular number of work hours:

Employees whose normal shift is more hours than they would receive in holiday compensation, will have the option to:

- 1) Utilize appropriate leave (e.g. personal business, vacation, comp time, unpaid leave) to cover the remainder of their scheduled hours for the holiday, or
- 2) Flex their work schedule to maintain their regular number of hours for the workweek.

Employees whose normal shift is fewer hours than they would receive in holiday compensation will have the option to:

- 1) Accrue compensatory time at the straight-time rate, or
- 2) Flex their work schedule to maintain their regular number of hours for the workweek.

Section 4. Work on a Holiday

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

addition to holiday pay. An employee will receive compensatory time off for holiday time worked unless the employee makes advance written request for cash.

Section 5. Additional Holiday Leave (also known as “Governor’s Leave”)

In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees shall receive a prorated share of eight (8) hours of paid leave. Paid leave granted in this Section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year’s Day. Employees who become employed after Thanksgiving but before Christmas may request the State option of using this paid leave on the workday before or after Christmas or the workday before or after New Year’s Day. If the employee chooses not to take one of the aforementioned days, another day may be mutually agreed upon, provided such time is taken off between Thanksgiving and January 5th of the following year.

ARTICLE 15 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees

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

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

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

Section 2. Determination of Eligibility for Vacation Accrual

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

Section 3. Determination for Accrual of Vacation Leave

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

Section 4. Vacation Leave Payout

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

Section 5. Scheduling of Vacations

Vacations shall be scheduled at a time mutually acceptable to the Agency and the employee and consistent with the work requirements of the Agency. Employees requesting vacation leaves must make an advanced written request to their supervisor. In situations where prior written authorization is impractical and the leave is less than two (2) days the employee may make a verbal request to their supervisor.

Supervisory approval must be received prior to the employee taking leave.
Vacation leave may be taken in increments smaller than eight (8) hours.

Section 6. Vacation Accrual

Vacation hours may accumulate to a maximum of three hundred fifty (350) hours; however, in the event of layoff, resignation, retirement or termination any unused vacation up to two hundred and fifty (250) hours will be paid to the employee. When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than two hundred fifty (250) hours of accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the two hundred fifty (250) hours. An appointing authority may authorize cash payment of forty (40) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

Section 7.

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

Section 8.

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

Section 9.

If the Agency cancels an approved vacation within one hundred-twenty (120) days of the approved vacation and the employee loses unrecoverable deposits as a result of the

cancellation, the Agency shall reimburse the employee for his/her loss. The Agency may require documentation of the unrecoverable deposits.

ARTICLE 16 - SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits

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

Section 2. Eligibility for Sick Leave With Pay

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

Section 3. Determination of Service for Sick Leave With Pay

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

Section 4. Use of Sick Leave With Pay

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

Section 5. Sick Leave With Pay on Termination

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

Section 6. Restoration of Sick Leave Credits

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

Section 7. Worker's Compensation Payments

Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers'

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

Section 8. Sick Leave Without Pay

Job-incurred Injury/Illness: After earned sick leave has been exhausted, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician and/or practitioner that the employee is physically and/or mentally able to perform the duties of that position. No compensatory time, vacation time, or other accumulated time shall be deducted from the employee's time unless directed by the employee in writing. If such direction is not given by the employee, leave without pay shall be granted. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency.

Non-Job Incurred Injury/Illness: After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness. The Agency may require that the employee submit a certificate from the attending physician or practitioner in verification of disability. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

Section 9. Transfer of Sick Leave

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

Section 10. Donated Leave

A regular status employee may request and be eligible to receive donated leave under either of the following circumstances:

- 1) To recover from or seek treatment for a serious health condition that is expected to continue for at least fifteen (15) consecutive calendar days after an employee has used all accumulated leave; and for which the employee's primary care physician has certified in writing the total absence is expected to last at least thirty (30) consecutive calendar days or;
- 2) To care for or seek treatment for a family member with a serious health condition which is expected to continue for at least fifteen (15) consecutive calendar days following the employee's exhaustion of accumulated leave and the total absence

is expected to last at least thirty (30) consecutive calendar days based on the family member's primary care physician medical certification. (See Section 4 for definition of "family member").

Donated leave may be taken on an intermittent basis for the same condition only after an employee has met the initial eligibility criteria listed in circumstances 1 or 2 above.

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

- A.** Employees on Workers' Compensation may not participate as either donors or recipients.
- B.** Leave donated shall be posted to the Donee's sick leave account only as needed. If leave donated exceeds the total amount of leave needed, the excess leave remains in the donor's accrued leave balance.
- C.** All donations must be made in whole hour increments. All hours of leave donated will be converted to the hourly rate of the donor and then applied to the Donee's account at his/her hourly rate.
- D.** To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to his/her appointing authority/designee. The appointing authority or designee from both the donor's and recipient's agencies may authorize the transfer of donated leave between agencies, subject to restrictions on the use of dedicated funding sources and/or other legitimate business reasons.

ARTICLE 17 - OTHER LEAVES

Section 1. Leaves With Pay

A. Personal Leave.

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

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

Should any employee fail to work 1,040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner.

Such leave may be used by an employee for any purpose he/she desires and may be taken at times mutually agreeable to the Agency and the employee.

B. Service With A Jury

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

C. Military Training Leave

An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any training year. If the training time for which the employee is called to active duty is longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard.

D. Test and Interview Leave

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

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

E. Bereavement Leave

Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of this collective bargaining agreement, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. The Agency may request documentation. For employees that qualify for OFLA bereavement leave, paid bereavement leave under this section of the article shall run concurrently with OFLA when applicable. The Agency shall notify the employee when OFLA is running concurrently with bereavement leave. After OFLA eligible leave for bereavement is exhausted, if additional leave is needed, an employee may, with prior authorization, use any accrued leave, or leave without pay at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. Regular and Trial Service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must have exhausted all available accumulated leave and qualify to receive hardship leave. For purposes of this Article, "immediate family" shall include the employee's or the employee spouse's parent, wife, husband,

child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household. Up to eight (8) hours of paid bereavement may be taken for aunt, uncle, niece or nephew.

Section 2. Leaves Without Pay

A. Military Leave Without Pay

An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. However, such reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks. He/she shall, upon honorable discharge from such service, be returned to a position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43.

B. Court Appearance Leave Without Pay

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

C. Employee Leave

In instances where the Agency will not be handicapped by the temporary absence of an employee, the employee may be granted a leave of absence without pay, or educational leave without pay, for up to one (1) year, subject to Agency approval.

D. Unauthorized Absence

Unauthorized leave from duty shall be deemed to be without pay and may be grounds for disciplinary action by the Agency. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if extenuating circumstances existed. Any employee who is absent for five (5) consecutive workdays without authorized leave shall be deemed to have resigned unless prevented from notifying the Employer due to circumstances beyond their control.

E. Family Medical Leave and Parental Leave

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

ARTICLE 18 - SALARY ADMINISTRATION

Section 1. Merit Salary Increase (Commonly known as Step Increases)

Merit salary increases shall be granted upon recommendation of the employee's immediate supervisor and approval of the appointing authority.

Employees granted merit salary increases upon:

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

Section 2. Withholding of Merit Salary Increase

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

Section 3. Salary on Demotion

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

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

Section 4. Salary on Promotion

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

Section 5. Salary on Lateral Transfer

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

Section 6. Salary on Reinstatement

An agency employee who is being reinstated to their previous classification after the completion of their limited duration assignment within the agency will be placed at the salary rate in their original classification that they would have reached had they not accepted the limited duration assignment.

Section 7. Effect of Break in Service

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

Section 8. Rate of Pay on Appointment from Layoff List

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

Section 9. Pay Advances

Pay advances will be given upon request, but in no instances will an employee be given more than three (3) pay advances in any one (1) calendar year (January 1 through December 31). The amount of the advance shall not exceed sixty percent (60%) of the gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the 15th of the month.

ARTICLE 19 - INSURANCE

Section 1.

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

Section 2.

The contribution for eligible participating part-time employees with eighty (80) or more hours paid time for the month the Employer shall contribute a prorated amount of the contribution for full-time employees unless otherwise required by law. This prorated contribution shall be prorated based on the ratio of paid regular hours to full-time hours to the nearest full percent.

Section 3. Plan Years 2016 through 2017.

For Plan Years 2016 and 2017 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

Section 4. PEBB 2017 Projected Funding Composite Rate and 2016 Cost of Living Adjustment

For every one and eighty-two hundredths percent (1.82%) projected composite rate is below the projected three and fourth tenth percent (3.4%) increase for Plan Year 2017, the December 2016 two and three quarters percent (2.75%) across the board pay increase will be

paid one (1) month earlier but no more than two (2) months earlier.
(See LOAs: [PMAC](#), [Part-time Medical](#), [Kaiser Deductible](#), [PMAC Education](#))

ARTICLE 20 - LABOR-MANAGEMENT COMMITTEE

Section 1.

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

Section 2.

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

Section 3.

The Labor/Management Committee shall meet as necessary.

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

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

Section 4.

The Labor/Management Committee is empowered to make joint recommendations on issues that are brought before it. Such recommendations approved by the Committee shall be presented to the Director for response and/or action. The Director's response shall be in writing and shall be submitted to the Committee and all concerned parties. The Committee is also empowered to resolve questions concerning contract administration where there is no active grievance.

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

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

Section 5.

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

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

Section 6.

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

ARTICLE 21 - WAGES

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

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

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

Section 2. Oregon Public Service Retirement Plan Pension Program Members

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

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

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

In the event that the State's payment of a six percent (6%) employee contribution under Section 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by

six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

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

Section 4. Salaries

Effective December 1, 2015, or either the first (1st) of the month following the date the bargaining unit ratifies the Agreement or upon receipt of an interest arbitration award, whichever is later, all pay rates will be increased by two and one quarter percent (2.25%).

Effective December 1, 2016, or either the first (1st) of the month following the date the bargaining unit ratifies the Agreement or upon receipt of an arbitration award, whichever is later, all pay rates will be increased by two and three quarters percent (2.75%).

ARTICLE 22 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENTS

Section 1. Travel and Mileage Allowance

Reimbursements and procedures will be in accordance with Oregon Accounting Manual, and its successors. Changes in this policy will be automatically incorporated into this contract article.

Section 2.

When the employee is required by the agency to travel, the actual travel time shall be considered time worked. Where required travel is outside an employee's regular work hours (excluding normal commuting time), the employer may temporarily modify the employee's weekly schedule without daily overtime or schedule change penalty.

Section 3. Moving Expenses

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

ARTICLE 23 - POSITION DESCRIPTIONS/CLASSIFICATIONS/WORK OUT OF CLASS

Section 1.

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

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

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

Section 2. Work Out of Classification

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

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

Section 3. Underfill

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

Section 4. Developmental Assignments

An employee performing duties out of class for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the assignment for the first six (6) months. For assignments that exceed six (6) months, the employee shall be paid pursuant to Section 2 of this Article, provided that, at the end of that six (6) months, the employee meets the minimum qualification for the classification. Assignments may be for any period mutually agreed to. A copy of the developmental assignment agreement shall be placed in the employee's file and a copy shall be sent to the Union.

The Agency shall provide timely notice of all training or development assignment opportunities to all Agency employees and all qualified Agency employees who apply for such opportunities shall be considered for the assignments.

Section 5. Reclassification Procedure

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

- C. If the Agency does not respond within thirty (30) days, or the response does not resolve the matter, the Union may, within fifteen (15) calendar days from the date of the Agency response (or the date the response was due), appeal the decision to DAS at STEP 3 pursuant to Section 3 of Article 7 - Grievance Procedure.
- D. If the issue remains unresolved at STEP 3, the Union may submit in writing the grievance to arbitration (STEP 4). To be valid, a request for arbitration must be in writing and received by the Department of administrative Services, Labor Relations Unit within fifteen (15) calendar days after the STEP 3 response was due or received. The appeal must state the reason(s) why the Union believes the decision was arbitrary. The arbitrator shall allow the decision of the Agency to stand unless he/she finds the decision was arbitrary.

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

This Section shall supersede Section 5 of Article 7 - Grievance Procedure on the delineation of the arbitrator's authority on matters spoken to in this Article.

Section 6. Upward Reclassifications

When a position is reclassified upward, a regular status incumbent shall be continued in the position. Rate of pay upon reclassification shall be the first step of the new salary range that constitutes a base pay increase of at least two and one-half percent (2.5%). The effective date of the new pay range shall be the date the Agency received the employee's reclassification request. A reclassified employee will retain his/her former salary eligibility date.

Section 7. Lateral Or Downward Reclassification

When a position is reclassified into a classification with an equal or lower salary range, the pay rate of the incumbent will not be reduced. If the new salary range includes a step equal to the pay rate of the incumbent, then the employee will move into the new salary range at the same rate of pay earned in the original classification. If the new salary range does not include a step equal to the pay rate of the incumbent, the employee will be paid "off-step" in the new range until their next scheduled pay increase at which time they will move "on-step" to the next higher step in the new range that is an increase of at least two and one-half percent (2.5%). If an employee's former rate of pay was higher than the top step of the range of the new classification, the employee's wage level will be frozen until such time as the salary rate in the new classification overtakes the employee's wage in his/her former classification. The Agency will give thirty (30) days notice of the downward reclassification of a bargaining unit position.

Section 8. Denied Reclassification/Involuntary Reclassification Appeal Process

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

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

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

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

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

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

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by

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

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

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

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

This Section supersedes any provisions contained in the Agencies grievance procedure.

ARTICLE 24 - RECOURPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS

Section 1. Overpayments

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

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

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

Section 2. Underpayments

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

ARTICLE 25 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

Section 1.

- A.** An appeal may be filed by an individual employee or a steward or a Council Representative on behalf of the employee, to the Agency personnel office within fifteen (15) calendar days of written notification by the Agency of placement into the new class. Employees sharing the same or substantially similar position descriptions or employees the Agency agrees to treat as a group may file an

appeal as a group. The initial filing should describe the individual or group, including the names of affected members, identify the proposed placement, and the placement believed to be correct by the affected employees. The appeal must include current, signed position descriptions. Because the old classifications are to be abolished, correct placement cannot be back to the prior classification.

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

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

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

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

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

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

- D. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45)-calendar day period. Each party may go forward with only one (1) class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.
- E. Where a position is vacated after the filing of the initial appeal, the Union may continue the appeal process and such appeals will be reviewed by the committee only after the review of all filled positions appeals is completed and where the Agency indicates that no change in duties is anticipated prior to refilling the position.
- F. This process terminates upon completion of the allocation process.

ARTICLE 26 – BILINGUAL DIFFERENTIAL

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

ARTICLE 27 - LEADWORK DIFFERENTIAL

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

If an employee believes that he/she is performing the duties that meet the criteria in Section 1, leadworker, but the duties have not been formally assigned in writing, the employee may notify the Human Resources Officer in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the Human Resources Officer of the issue.

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

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

ARTICLE 28 - CONTRACTING OUT

Section 1.

The Union recognizes that the Employer has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. However, when the contracting out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting out the work in question.

The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. The Employer shall provide the Union with no less than thirty (30) days notice that it intends to request bids or proposals to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall have the opportunity to submit an alternate proposal. The notification by the Employer to the Union of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to, the total cost savings the Employer anticipates.

Feasibility studies will not be required when: (1) an emergency situation exists as defined in ORS 279.011(4), and (2) either the work in question cannot be done by available bargaining unit employees or necessary equipment is not readily available.

Nothing in this Article shall prevent the Employer from continually analyzing its operation for the purpose of identifying cost-saving opportunities.

Section 2.

The Employer shall evaluate the Union's alternate proposal provided under Section 1. If the Employer's evaluation of the Union's alternate proposal confirms that it would result in providing quality and savings equal to or greater than that identified in the management plan, the Parties will agree in writing to implement the Union proposal.

Section 3.

Should any full-time bargaining unit member become displaced as a result of contracting out, the Employer and the Union shall meet to discuss the effect on bargaining unit members. The Employer's obligation to discuss the effect of such contracting does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution procedure of ORS 243.712, 243.722, or 243.742, concerning the decision or the impact.

"Displaced" as used in this Article means when the work an employee is performing is contracted to another entity outside state government and the employee is removed from his/her job.

Section 4.

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

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

Section 5.

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

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

Section 6. Review of Contracted Work

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

(See LOA: [Feasibility Study](#))

ARTICLE 29 - PROFESSIONAL DIFFERENCES OF OPINION

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Disciplinary actions regarding a professional opinion expressed by an employee may be taken only if:

- A. The opinion was expressed outside of the Agency.
- B. The opinion is inconsistent with the Agency position.
- C. The employee had knowledge, or by reasonable diligence should have had knowledge of the Agency's position.
- D. The opinion was expressed within the scope of their employment.

ARTICLE 30 - TEMPORARY INTERRUPTION OF EMPLOYMENT

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

ARTICLE 31 – INCLEMENT CONDITIONS

Section 1.

- A. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two weeks advance notice to the affected employee(s).
- B. Where the Employer/Agency has announced a delayed opening pursuant to Section 1A, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives

late due to this extended commute, he/she may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.

Section 2.

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

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

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

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

Section 3.

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

Section 4. Alternate Work Sites

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

Section 5. Late or Unable to Report

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

Section 6. Employees on Pre-scheduled Leave

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

Section 7. Make-up Time Provisions

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

Section 8.

Employees who are unable to report to work due to inclement weather and/or weather-related hazardous conditions may be allowed to work from home by making a timely request to their supervisor, indicating the work they plan to accomplish and receiving appropriate authorization from their supervisor.

The request will be considered timely if it is made when the employee foresees they cannot arrive at work by the start of their scheduled shift.

ARTICLE 32 – LIMITED DURATION APPOINTMENTS

Section 1. Limited Duration Appointment Notification

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

- A. The appointment is of limited duration with a *not-to-exceed* specified end date. The agency may end the appointment at any time as provided in Section 2.
- B. The employee's rights are governed by this Article 32, which shall be attached to the written notice.

Section 2. Ending an Appointment Early

If the limited duration position ends before the specified end date the Agency shall provide to the employee and the Union a written explanation why the position is no longer needed.

Section 3. Permanent DLCD Employee Appointed to a Limited Duration Assignment

An Agency employee appointed from a permanent position in classified State service immediately prior to the LD appointment shall be reinstated to his/her former permanent classification in the Agency when the LD appointment is terminated. The reinstatement right shall be on the same basis as the former permanent position, for example, if the employee was a part-time or job share, the reinstatement is on a part-time or job share basis. If the employee is appointed to a subsequent LD appointment(s) in the Agency without a break in employment prior to reinstatement to his/her former permanent classification, the employee shall retain his/her right to reinstatement. Salary upon reinstatement to a permanent classification will be governed by Article 18, Section 6. If a position is not available for reinstatement, then the employee is entitled to layoff rights. Reinstatement rights provided herein shall not apply if charges are filed and he/she is discharged as provided in Article 6 (Discipline and Discharge).

Section 4. Rights and Privileges

Until the appointment ends, the LD appointee has all rights and privileges of other classified employees including but not limited to wages, benefits and Union representation under the DLCD Collective Bargaining Agreement, except that an LD appointee has no layoff rights other than provided in Section 3.

ARTICLE 33 – PRE-TAX MASS TRANSIT OPTION

Subject to mutual agreement between SEIU OPEU Local 503 and the State of Oregon and subject to feasibility and approval by the Public Employers Benefit Board:

Effective no earlier than Plan Year 2015, the Employer will make available to all employees the ability to purchase mass transit passes or pay vanpool fares with a pre-tax deduction in accordance with Section 132 of the Internal Revenue Code. The Employer will notify employees of this program during the health insurance open enrollment in 2014.

ARTICLE 34 – MAINTENANCE OF MEMBERSHIP

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

The Union shall indemnify and save the Agency harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Agency for the purpose of complying with the provisions of this section.

LETTER OF AGREEMENT – ARTICLE 19 - 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 and wellness programs.
 - 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, 2017.

LETTER OF AGREEMENT – ARTICLE 19 - PART-TIME MEDICAL PREMIUM SUBSIDY

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

This Agreement shall apply to all agencies and bargaining units under the jurisdiction of the AFSCME Central Table.

The purpose of this Letter of Agreement is to clarify the Agreement reached during 2015-2017 negotiations regarding the Employer's obligation for medical premium payments for employees working less than full time.

For Plan Years 2016 and 2017, the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For less than full time employees who have at least eighty (80) paid regular hours in the month, the Employer will pay a monthly benefit insurance premium amount of the plan selected by the employee as calculated under the local Agreement insurance article as follows:

- a) $\text{Part-time premium rate} \times \text{Employer contribution percentage} \times \text{the ratio of paid regular hours to full-time hours to the nearest full percent} = \text{Employer contribution.}$

In addition, there shall be a subsidy based on the employee's enrollment tier, for plan years 2016 and 2017 consisting of one of the following monthly amounts:

Employee Only,	\$346.25
Employee & Partner,	\$452.34
Employee & Children,	\$395.94
Employee & Family,	\$460.52

- b) Part-time, Seasonal and Intermittent Employees Electing Full Time Insurance

$\text{Full time premium rate} \times \text{the Employer contribution percentage} \times \text{the ratio of paid regular hours to full time hours to the nearest full percent} = \text{Employer contribution.}$

The employee will pay the premium balance.

LETTER OF AGREEMENT - ARTICLE 19 – PMAC INSURANCE EDUCATION

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

The Employer and Union recognize the importance of making an informed decision regarding an employee selecting health insurance coverage. The Parties mutually agree to work toward increasing the amount of health insurance plan information available to state employees so they may select the most affordable plan that meets their needs.

The purpose of this Agreement is to empower the PEBB Member Advisory Committee (PMAC) to identify ways to increase knowledge of the health insurance plans available to State employees.

The Parties agree to the following:

1. The Parties will convene the PMAC by August 1, 2015 to work on the following:
 - a. PMAC will identify what resources State employees need most in order to select their health insurance plan and how to best distribute these resources.
 - b. PMAC will recommend subjects for a new educational video on health insurance plans that will be available to State employees.
 - c. PMAC shall submit all of its recommendations to CHRO (Chief Human Resources Office) and the Union by September 1, 2015.
 - d. CHRO or its designee shall produce and distribute a new educational video on the health insurance plans available to State employees by October 1, 2015.
 - e. Employees will be authorized to view the PEBB health insurance video during Agency time where it is feasible.
2. In addition, by October 1, 2015 Agency and Local Union leadership will determine the mechanics of how best to deliver the information to all employees for their individual agencies.,
3. This Agreement becomes effective August 1, 2015 and automatically terminates June 30, 2017.

LETTER OF AGREEMENT – ARTICLE 19 – KAISER INSURANCE DEDUCTIBLE PLAN

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

The Parties agree that employees who enroll in the Kaiser Deductible plan will be eligible to receive the Employer's ninety-nine percent (99%) monthly contribution.

This Agreement starts and ends for Plan Year 2016 without any extensions or renewal for Plan Year 2017.

LETTER OF AGREEMENT - ARTICLE 28, CONTRACTING OUT
FEASIBILITY STUDY

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

When the provisions of Article 28, Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 2017.

LETTER OF AGREEMENT – UNION USE OF STATE E-MAIL

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

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

1. Union Officers and Stewards only are authorized to post short e-mail message notices to Agency Union members.
2. E-mail messages shall be limited to the following content:
 - A. Meeting announcements of time, date, location, and general content or agenda of Union meetings or functions;
 - B. Announcements of the results of Internal Union officer elections and Union appointments; or
 - C. Other specific one-time requests regarding Union business upon request to the Agency, if Agency management approves the request.
3. The use of e-mail for Union business shall consist of one-way communication between the Union and members. There shall be no e-mail use for interactive communication. Each e-mail message sent shall include the statement: "DO NOT RESPOND TO THIS MESSAGE; this is a non-interactive message." This statement shall be prominently displayed at the beginning of the message.
4. E-mail shall not be used to lobby, solicit, recruit, persuade or advocate for or against any political candidate, ballot measure, legislative bill or law; or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the collective bargaining agreement.
5. E-mail shall not contain false, offensive, unlawful or derogatory statements regarding any person, organization or group of persons. E-mail statements shall not contain profanity, vulgarity, sexual content, character slurs, threats, or threats of violence. E-mail content shall not include any rude or hostile references regarding the race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health, or disability of any person.
6. The use of e-mail for Union business is not private, privileged, or confidential; the news media and others may be able to obtain copies of e-mails either sent or received on Agency computers. The Agency reserves the right to trace, review, audit, access, intercept, recover or monitor Union use of the Agency's e-mail system without notice.
7. Union use of Agency e-mail shall not adversely affect the use of the Agency's computer system for Agency business. The Agency has no obligation to purchase software so that Union officers and stewards have access to e-mail, or that Union members have access to e-mail.

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

This Letter of Agreement shall take effect on July 1, 2007, or ratification of the collective bargaining agreement, whichever occurs later, and shall expire on June 30, 2015.

LETTER OF AGREEMENT - BICYCLE COMMUTING PROGRAM

The Agency agrees to provide bicycle lights for all employees who agree to commute via bicycle at least one day per week. Lights will be provided on a one-time basis and shall be maintained by the employee. Bicycle lights will be chosen by the Joint Labor Management Committee, the cost of the bicycle lights shall not exceed fifty (\$50) dollars per person. Employees must sign an agreement pledging to commute via bicycle at least one day per week.

The Joint Labor Management Committee will meet and review potential options for additional bicycle commuting benefits. The Joint Labor Management Committee will meet to begin discussion regarding this topic no later than sixty (60) days following ratification of this Agreement.

This LOA becomes effective upon ratification of this Agreement, and sunsets June 30, 2017.

LETTER OF AGREEMENT - COMMUTING ALTERNATIVES

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

The purpose of this Agreement is to establish a work group to identify and evaluate different programs that encourage employees to use alternate methods of commuting to work.

The Parties agree to the following:

1. The group will:
 - a. Review and evaluate current and past State programs encouraging employees to use alternate commuting methods;
 - b. Review and evaluate other public employer programs that incent their employees to use alternate commuting methods;
 - c. Identify advantages and disadvantages of different programs that incent employees to use alternative commuting methods.
2. The Employer and Union shall appoint up to four (4) representatives to serve as members. Both Parties shall attempt to ensure geographic representation. Union appointed employees shall serve on Agency time if the meeting time is during their regularly scheduled work hours. Committee members shall video conference meetings whenever possible.
3. Union appointed employees shall not be eligible for overtime, lodging, meals or mileage for serving on the group. The Agency shall not be liable for any penalty or premium payments for adjusting an employee's work schedule so the employee can attend the meeting.
4. Appointed employees shall notify their immediate supervisor at least five (5) work days before any meeting regarding their absence from work to attend the meeting.
5. The Group shall prepare a written report outlining its findings to AFSCME Council 75 and the Department of Administrative Services Labor Relations Unit no later than January 31, 2016.

LETTER OF AGREEMENT - PILOT PROGRAM – VOLUNTARY MEDICAL SEPARATION

Section 1.

A regular status employee with a serious health condition who has exhausted all of his/her own accrued paid leave balances may submit a written request to the Agency for a 'voluntary medical separation'. A voluntary medical separation is a voluntary resignation for medical reasons. The employee shall attach a doctor's certification to the request attesting to the employee's serious health condition.

Section 2.

If, based on the doctor's certification, the employee has a serious health condition, the Agency will approve the employee's written request for voluntary medical separation so long as the employee is not under investigation for any performance and/or misconduct.

Section 3.

An employee who receives a voluntary medical separation will be notified that he/she will be placed on the Agency's Layoff List and may be eligible for recall provided all of the following conditions are met:

- a. The employee will be placed on the Agency's Layoff List in order of seniority but not eligible for recall until the employee becomes fit for duty. To be fit for recall the employee must submit a doctor's certification that he/she is fit to return to work full-time without restrictions.
- b. The position the employee may be recalled back to is in the same classification he/she occupied before their voluntary resignation;
- c. The employee must meet the minimum qualifications and special qualifications for the recalled position;
- d. The employee will be eligible for recall only in their former bargaining unit and former work location (city/county);
- e. The employee will be eligible for recall to a position when there is a vacant position the Agency intends to fill;
- f. The employee's name shall remain on the Agency Layoff List for two (2) years from the date of voluntary resignation, and,
- g. If the employee rejects a recall offer for their former work location, the employee's name will be removed from the list.

Section 4.

This Agreement starts on the effective date of the Local Agency Agreement and automatically expires June 30, 2017 unless the Parties specifically agree to extend its provisions.

LETTER OF AGREEMENT - INFORMATION SYSTEM SPECIALIST 1 – 8 STAFF

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

This Agreement covers all agencies covered under the jurisdiction of the AFSCME Central Table with Information System Specialist 1-8 Staff.

The Parties agree to the following:

1. The Employer agrees to conduct a classification allocation review of the Information System Specialist series (ISS1-8) at DEQ to be completed by March 30, 2016.
2. The Employer agrees to conduct a total compensation study of the Information System Specialist (ISS1-8) series to be completed by November 1, 2016.
 - a) The Union shall provide two (2) employees to participate in the study.
 - b) The Employer and Union participants shall review survey methodology and job content to be used for the survey.
 - c) Union participants will have the opportunity to review and offer comments regarding employers to survey.
 - d) Bargaining will be opened in concert with the start of the AFSCME Central 2017-2019 bargaining cycle.

APPENDIX A

CLASS NUMBER	CLASS TITLE	RNG NO.
0102	Office Assistant 2	09
0103	Office Spec 1	12
0104	Office Spec 2	15
0107	Admin Spec 1	17
0108	Admin Spec 2	19
0210	Accounting Tech 1	13
0211	Accounting Tech 2	17
0212	Accounting Tech 3	19
0436	Procurement/Contract Spec 1	23
0860	Program Analyst 1	23
0861	Program Analyst 2	27
0862	Program Analyst 3	29
0863	Program Analyst 4	31
0870	Operations & Policy Analyst 1	23
0872	Operations & Policy Analyst 3	30
1096	Planner 1	23
1097	Planner 2	27
1098	Planner 3	30
1099	Planner 4	32
1215	Accountant 1	21
1216	Accountant 2	23
1217	Accountant 3	27
1218	Accountant 4	30
1481	Info Sys Spec 1	17I
1482	Info Sys Spec 2	21I
1483	Info Sys Spec 3	24I
1484	Info Sys Spec 4	25I
1485	Info Sys Spec 5	28I
1486	Info Sys Spec 6	29I
1487	Info Sys Spec 7	31I
1488	Info Sys Spec 8	33I
8501	Nat Resource Spec 1	21
8502	Nat Resource Spec 2	24
8503	Nat Resource Spec 3	27
8504	Nat Resource Spec 4	30
8505	Nat Resource Spec 5	32

APPENDIX B - SALARY SCHEDULE

SALARY SCHEDULE FOR JULY 1, 2015

SALARY	1	2	3	4	5	6	7	8	9
9			2042	2111	2194	2273	2362	2455	2539
12	2111	2194	2273	2362	2455	2539	2644	2757	2874
13	2194	2273	2362	2455	2539	2644	2757	2874	2999
15	2362	2455	2539	2644	2757	2874	2999	3139	3292
17	2539	2644	2757	2874	2999	3139	3292	3451	3610
17I	2630	2740	2851	2976	3115	3262	3412	3571	3738
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
25I	3769	3946	4129	4325	4528	4739	4962	5196	5442
27	3973	4162	4359	4571	4791	5028	5277	5530	5802
28	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
31I	4983	5217	5463	5718	5989	6272	6566	6874	7194
32	5028	5277	5530	5802	6081	6381	6683	6998	7329
33I	5429	5682	5952	6234	6528	6833	7159	7500	7855

SALARY SCHEDULE FOR DECEMBER 1, 2015

RANGE	1	2	3	4	5	6	7	8	9
9			2088	2159	2243	2324	2415	2510	2596
12	2159	2243	2324	2415	2510	2596	2703	2819	2939
13	2243	2324	2415	2510	2596	2703	2819	2939	3066
15	2415	2510	2596	2703	2819	2939	3066	3210	3366
17	2596	2703	2819	2939	3066	3210	3366	3529	3691
17I	2689	2802	2915	3043	3185	3335	3489	3651	3822
19	2819	2939	3066	3210	3366	3529	3691	3867	4062
21	3066	3210	3366	3529	3691	3867	4062	4256	4457
21I	3103	3250	3401	3557	3725	3902	4083	4275	4473
23	3366	3529	3691	3867	4062	4256	4457	4674	4899
24	3529	3691	3867	4062	4256	4457	4674	4899	5141
24I	3551	3720	3897	4076	4267	4469	4678	4898	5130
25I	3854	4035	4222	4422	4630	4846	5074	5313	5564
27	4062	4256	4457	4674	4899	5141	5396	5654	5933
28	4256	4457	4674	4899	5141	5396	5654	5933	6218
28I	4301	4506	4715	4939	5171	5413	5669	5936	6216
29	4457	4674	4899	5141	5396	5654	5933	6218	6525
29I	4601	4816	5043	5281	5531	5790	6062	6349	6646
30	4674	4899	5141	5396	5654	5933	6218	6525	6833
31	4899	5141	5396	5654	5933	6218	6525	6833	7155
31I	5095	5334	5586	5847	6124	6413	6714	7029	7356
32	5141	5396	5654	5933	6218	6525	6833	7155	7494
33I	5551	5810	6086	6374	6675	6987	7320	7669	8032

SALARY SCHEDULE FOR DECEMBER 1, 2016									
RANGE	1	2	3	4	5	6	7	8	9
9	0	0	2145	2218	2305	2388	2481	2579	2667
12	2218	2305	2388	2481	2579	2667	2777	2897	3020
13	2305	2388	2481	2579	2667	2777	2897	3020	3150
15	2481	2579	2667	2777	2897	3020	3150	3298	3459
17	2667	2777	2897	3020	3150	3298	3459	3626	3793
17I	2763	2879	2995	3127	3273	3427	3585	3751	3927
19	2897	3020	3150	3298	3459	3626	3793	3973	4174
21	3150	3298	3459	3626	3793	3973	4174	4373	4580
21I	3188	3339	3495	3655	3827	4009	4195	4393	4596
23	3459	3626	3793	3973	4174	4373	4580	4803	5034
24	3626	3793	3973	4174	4373	4580	4803	5034	5282
24I	3649	3822	4004	4188	4384	4592	4807	5033	5271
25I	3960	4146	4338	4544	4757	4979	5214	5459	5717
27	4174	4373	4580	4803	5034	5282	5544	5809	6096
28	4373	4580	4803	5034	5282	5544	5809	6096	6389
28I	4419	4630	4845	5075	5313	5562	5825	6099	6387
29	4580	4803	5034	5282	5544	5809	6096	6389	6704
29I	4728	4948	5182	5426	5683	5949	6229	6524	6829
30	4803	5034	5282	5544	5809	6096	6389	6704	7021
31	5034	5282	5544	5809	6096	6389	6704	7021	7352
31I	5235	5481	5740	6008	6292	6589	6899	7222	7558
32	5282	5544	5809	6096	6389	6704	7021	7352	7700
33I	5704	5970	6253	6549	6859	7179	7521	7880	8253

2015-2017 SIGNATURE PAGE - AFSCME -DEPARTMENT OF LAND CONSERVATION & DEVELOPMENT

Signed this 31 day of August, 2015 at Salem, Oregon.



**FOR THE
STATE OF
OREGON**

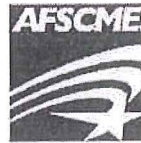
George Naughton, Interim Director
Department of Administrative Services (DAS)

Madilyn Zike, Chief Human Resources Officer
DAS Chief Human Resources Office (CHRO)

Erin Haney, State Labor Relations Manager
DAS CHRO Labor Relations Unit

Vickie McDermott, Human Resource Manager
Department of Land Conservation & Development

Carrie MacLaren, Deputy Director
Department of Land Conservations & Development



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

Faye Zepeda, Council Representative
AFSCME Council 75

Laura Buhl, Bargaining Team Member