



COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF
ADMINISTRATIVE SERVICES

on behalf of

OREGON DEPARTMENT
OF STATE LANDS

and

AFSCME

LOCAL 2238 / COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2019

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2021

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ARTICLE 1 - PREAMBLE

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of State Lands (Agency) and the American Federation of State, County and Municipal Employees Council 75 (Union) for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

ARTICLE 2 - RECOGNITION

Section 1.

The Employer and Agency recognize the Union as the sole and exclusive bargaining agent for all part-time employees regularly working thirty-two (32) or more hours per month, seasonal, and full-time classified employees, employed by the State of Oregon Department of State Lands excluding confidential, supervisory, managerial, and temporary employees.

Section 2.

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

Section 3.

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

ARTICLE 3 - LAWS AND REGULATIONS/SAVINGS CLAUSE

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

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 shall remain in effect. The Employer and the Union agree to immediately meet, negotiate and agree upon a substitute for the portion or portions of the Agreement so affected and bring the provisions into conformance.

ARTICLE 4 - MANAGEMENT RIGHTS

Except as may be specifically modified by the terms of this Agreement, 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:

- (a) maintain order and efficiency;
- (b) direct employees and to determine job assignments and working schedules;
- (c) determine the methods, means, standards and personnel to be used;
- (d) implement improved operational methods and procedures;
- (e) determine staffing requirements;

- (f) determine whether the whole or the part of the operation shall continue to operate;
- (g) recruit, examine, select, and hire employees;
- (h) promote, transfer, assign, and reassign employees;
- (i) layoff employees;
- (j) recall employees;
- (k) require overtime work of employees;
- (l) promulgate rules, regulations and policies provided that they do not specifically abridge any provision of this Agreement; and
- (m) suspend, discharge, or take proper disciplinary action against employees.

ARTICLE 5 - AGENCY PERSONNEL POLICIES

Upon request, the Agency shall provide the Union a copy of its written personnel policies. If there is a policy change that involves a mandatory subject of bargaining, a copy will be sent to the Union. Agency written personnel policies and any updates shall be made available to employees at the Agency's central and field offices.

ARTICLE 6 - COMPLETE AGREEMENT

This 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 upon any other issue.

ARTICLE 7 - LEGISLATIVE ACTION

Section 1.

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

Section 2.

Provisions of this Agreement that require legislative funding are not enforceable unless approved by the Legislative Assembly or Emergency Board. Monetary provisions shall be promptly submitted to the Legislative Assembly or Emergency Board by the Employer and both parties shall jointly recommend passage.

Section 3.

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding sections, then the Employer and Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement.

ARTICLE 8 - NO STRIKES, LOCKOUTS AND PICKET LINES

Section 1.

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, services or property.

Section 2.

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

Section 3.

Upon notification confirmed in writing by the Employer to the Union that certain bargaining unit members covered by this Agreement are engaging in any activity described in Section 1 of this Article, the Union shall advise employees in writing, with a copy to the Employer, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such activity.

ARTICLE 9 - UNION RIGHTS

Section 1.

The Union will provide the Agency Human Resources Manager with the names of its representatives from Council 75 who will serve as Union representatives. The Union will update the list of authorized Union Representatives as needed or requested by the Agency.

Section 2.

With approval of the responsible manager or designee, the Agency will allow a Council 75 Union Representative reasonable access to the worksite during working hours. Every good faith effort shall be made to give advance notice of the visit. Such visits shall not interfere with the normal flow of work.

Section 3.

The internal business of the Union shall be conducted by the employees during their non-duty hours (e.g., meal periods, breaks and before/after work).

Section 4.

Upon request and approval of the local office or section manager for the facility which shall mean the Regional Manager in Bend, the South Slough Manager in Charleston and Assistant Directors in Salem, the Union shall be allowed the use of the Agency facilities for meetings when such facilities are available and the meeting would not interfere with Agency business. The use of facilities includes the use of Agency audio-visual technology.

Section 5.

The Agency shall identify and provide reasonable bulletin board space in the Agency's offices in Bend, Charleston and Salem for the use of the Union to communicate with its members. Union Officers and Stewards may transmit Union meeting notices to bargaining unit employees over the Agency's e-mail system. Such announcements will be limited to date, time and place of the meeting and a brief agenda.

Section 6.

The Agency shall furnish each new bargaining unit employee notice provided by the Union.

Section 7.

Not more than thirty (30) minutes shall be granted for a union representative to make a presentation to a new employee or group of new employees at a formal new employee orientation schedule by the Agency. The purpose of the Union's presentation shall be for the purpose of identifying the Union's status, organizational benefits, facilities, related information and distributing and collecting membership applications. This time shall not be used for discussion of labor/management disputes. The Agency shall provide the Union advance notice of the time and place of formal new employee orientation meetings. Individual meetings shall be coordinated by a union representative with both the union representatives and the new employee's supervisor, up to thirty (30) minutes.

Section 8. AFSCME President Leave.

- (a) Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from their 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 their 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 their 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 (1) 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 9. Names of Retirees.

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 they is separating from State service by retirement and that person has actually separated from State service.

Section 10. 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 11. Intermittent Union Leave

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

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

- (g) The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with 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.

REV: 2017

ARTICLE 10 - UNION SECURITY

1. The Employer agrees to deduct the monthly fees from the pay of those employees the Union has certified in writing to the Employer as having authorized in writing such deductions be made from their paychecks. This deduction shall begin on the first (1st) payroll period following the Union's written notice to the Employer that such authorization start and shall continue from month to month until notified by the Union, pursuant to the membership card.
2. The Union agrees that it will indemnify, defend and save the Employer and Department/Agency harmless from all suits, actions, proceedings and claims against the Employer and the Department/Agency or person(s) acting on their behalf of the Employer and the Department/Agency whether the damage, compensation, reinstatement, or combination thereof arising out of the Department/Agency implementation of this Article. This provision does not limit, waive, or in any way impact the State's liability to AFSCME if the State fails to withhold and remit lawful dues to AFSCME as obligated under the Agreement.

REV: 2019

ARTICLE 11 - UNION STEWARDS

Section 1.

The Agency shall recognize up to six (6) Stewards selected from Agency employees to represent Agency employees with no more than four (4) from the Salem Headquarters. The Union shall immediately notify the Agency of the names of Stewards and their successors upon their selection.

Section 2.

Stewards may receive but not solicit grievances of employees on Agency premises but only to such extent as does not neglect, retard or interfere with the work and duties of the Steward or the employee. Upon notice to their immediate supervisor, Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to process grievances and represent bargaining unit employees in investigatory interviews. Only one (1) Steward will be in pay status for any one (1) grievance.

If the permitted activity would interfere with either the Steward or employee's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities or representing employees in investigatory interviews without proper notification and release by the supervisor(s) involved will be considered unauthorized leave without pay for both the Steward and the employee. Each Steward shall report such time on the Agency timesheet.

Section 3.

The Agency shall not be responsible for any overtime, travel time or travel expenses incurred by the employee or Steward in carrying out any of the functions described in this Article.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION, AND DISCRIMINATION

Section 1.

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

Section 2.

All complaints alleging unlawful discrimination in violation of this Article shall be submitted to the Agency Head or designee. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. If the complaint is not satisfactorily resolved within thirty (30) calendar days of the date of its submission at the Agency Head level, the employee shall, if they chooses to proceed with the complaint, file the complaint with the Bureau of Labor and Industries or the Equal Employment Opportunity Commission for final resolution. The Agency Head or designee shall issue a written response.

Section 3.

Political affiliation discrimination complaints may be submitted to the Department of Administrative Services Labor Relations Unit if unresolved by the Agency within fifteen (15) calendar 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) calendar days of receipt of the complaint.

Section 4.

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

ARTICLE 13 - PERSONNEL FILES

Section 1.

An employee may, upon reasonable request, inspect the contents of their official Agency personnel file except for confidential reports from previous employers. An employee may, upon request, obtain copies of any of the contents of their personnel file except for confidential reports from previous employers. No grievance material shall be kept in an employee's official personnel file.

Section 2.

Effective upon execution date of this Agreement, 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 their 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. The employee's signature does not indicate agreement or disagreement with the contents."

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 employee at their address of record with a copy to the Union at the time such material was placed into 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 file until the material is removed.

Section 4.

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

Section 5.

Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the file after twenty-four (24) months from the date of the document provided no incident of a similar nature has reoccurred in the intervening time. Other disciplinary actions shall be removed after thirty-six (36) months unless incidents of a similar nature have reoccurred in the intervening time. However, the material may be removed earlier than the prescribed time period at the request of the employee and upon approval of the appointing authority provided there has been no recurrence of the problem or a similar problem in that time. Any period of leave of absence without pay that is more than fifteen (15) calendar days shall extend the retention period for that duration of leave.

Section 6. Supervisory Working Files.

- (a) An employee's supervisor may maintain a working (non workday) file kept in accordance with Agency practice.
- (b) Within five (5) business days from the date of an employee request, an employee will be able to inspect their supervisor's working files in the presence of their supervisor. Employees will not remove any material from the file. If the file can not be made available because of the supervisor's absence, extensions of up to ten (10) business days will be granted.
- (c) Upon request, the employee shall be given a copy of documents in the working file.
- (d) An employee may submit a written statement to be attached to any document in the file and such statement will remain attached as part of the working file so long as the document remains in the file.
- (e) Documents of an adverse nature will be removed from the file no later than eighteen (18) months from the date of the document so long as no reoccurrence of a similar nature has taken place in the intervening period. An employee may request early removal of any adverse document in the file upon mutual agreement between the supervisor and employee.

Rev: 2015

ARTICLE 14 - SALARIES

Section 1. PERS Pickup

Effective February 1, 2019 compensation plan salary rates for PERS participating members shall be increased by six and ninety five one hundredths percent (6.95%). At that time bargaining unit employees will begin to make their own six percent (6%) contributions to their PERS account or the Individual Account Program as applicable. Employees' contributions shall be treated as 'pretax' contributions pursuant to Internal Revenue Code Section 414(h)(2).

Section 2. Cost of Living Adjustment (COLA).

- A. Effective July 1, 2019 or on the first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by two and fifteen hundredths percent (2.15%).

The salary alignment shall be applied first before the cost of living adjustment. The cost of living adjustment shall be applied before the implementation of selective salary adjustments.

- B. Effective October 1, 2020 or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by three percent (3%).
- C. Effective July 1, 2020 or first of the month following receipt of an interest arbitration award whichever is later, an additional step shall be added to all salary ranges. Implementation shall be on a least cost basis. Employees who are at top

step of their salary range on the effective date shall have their former salary eligibility date restored for future increases. However, this does not apply to anyone red circled above the new top step.

Section 3. Selective Salary Adjustment

Class#	Classification Title	From	To
4418	Automotive Tech 1	17	19
4419	Automotive Tech 2	21	23
0119	Executive Support Specialist 2	19	20
0322	Public Service Rep 2	12C	13C
0324	Public Service Rep 4	19	20
0103	Office Specialist 1	12C	13C
2511	Electronic Pub Design Spec 2	21	22
2512	Electronic Pub Design Spec 3	23	25
5233	Investigator 3	25	26
4409	General Maintenance Mechanic	17T	21

Effective July 1, 2019 or the first of the month following ratification of the local agreement whichever is later, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date what would be twelve (12) months from the effective date of the selective salary adjustment will be assigned. For an employee whose rate is within the new salary range but not at a corresponding step, the employee’s salary shall be adjusted to the next higher rate closest to the employee’s current salary rate.

Rev: 2015, 2017, 2019

ARTICLE 15 - DIFFERENTIAL PAY

Section 1. Shift Differential.

- (a) Employees occupying a position that is in a classification that is salary range 22 or below shall be paid a differential for each hour or major portion thereof (thirty (30) minutes or more) worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday.
- (b) The differential shall be seventy-five cents (\$.75) per hour.
- (c) This Article shall not apply when an employee is on any paid leave condition.

Section 2. Leadwork Differential.

- (a) Leadwork differential shall be defined as a differential for employees who have been assigned in writing by their supervisor to perform leadwork duties for ten (10) consecutive calendar days or longer provided the leadwork duties are not included in the classification specification for the employee’s position. Leadwork differential shall not apply to employees assigned team leader duties. Leadwork is when, 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 employees concerning work procedures; transmit established standards of performance to employees; review work of employees for

conformance to standards; and provide informal assessment of employee work performance to the supervisor.

- (b) 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.
- (c) Leadwork differential shall not be computed at the rate of time and one-half (1 ½) 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.
- (d) Leadwork differential shall not apply to voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee.

Section 3. Work Out-of-Classification.

- (a) When an employee is assigned, in writing, by the Agency for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) or more consecutive calendar days, that employee shall be paid at the next higher step in the employee's current classification or the first step of the higher salary range, whichever is greater. In the event that the employee is at the top step in their current classification and above the first (1st) step of the higher salary range, the employee shall receive an additional five percent (5%) of their current rate of pay.
 - i. When such assignments are made to work out-of-classification for ten (10) or more consecutive 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.
- (b) An employee who is underfilling a position shall be informed in writing that they is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level to the position, the employee will be reclassified.
- (c) An employee who agrees to perform duties out-of-class for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. Such assignment shall not exceed one (1) year unless mutually agreed to by the sending and receiving supervisors and the employee. A copy of the notice shall be placed in the employee's file.
- (d) Pending an upward reclassification, an employee may receive Work Out of Classification pay retroactive to the date of receipt of the reclassification request by the Human Resource Office. Such Work Out of Classification pay shall be authorized once the Human Resource office has preliminarily approved the upward reclassification and sought approval to implement the reclassification from the Department of Administrative Services.

Section 4. Special Qualifications Pay. Bilingual Differential.

A differential of five percent (5%) over base rate will be paid to employees in positions which specifically require bilingual skills (i.e., translation to and from English to another foreign language or the use of sign language) as a condition of employment. The interpretation and translation skills must be assigned and contained in an individual employee's position description.

Rev: 2015

ARTICLE 16 - 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 2019 through 2021.

For Plan Years 2019, 2020 and 2021 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.

If the Collective Bargaining Agreement provides for a COLA with an effective date in the second (2nd) year of a biennium and the difference in the projected increase in the PEBB composite rate for the following calendar year falls below three point four percent (3.4%), then the COLA will be moved up by one (1) full month for each month it is sufficiently funded by the savings.

(See LOAs: [PMAC](#), [Part Time Medical Insurance Computation and Subsidy](#))

Rev: 2015, 2017, 2019

ARTICLE 17 - TRIAL SERVICE

Section 1.

The trial service period is recognized as an extension of the selection process. Each person appointed to a bargaining unit position by initial appointment or promotion, shall serve with each such appointment a trial service period of six (6) months (minimum 1040 hours). A regular status employee who is transferred to another bargaining unit position in a different classification at the same or lower salary level shall serve a trial service period of six (6) months (minimum 1040 hours) in the new position.

Section 2.

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

Removals from trial service under this Article shall not be subject to Article 29 (Grievance Procedure), Article 28 (Discipline/Discharge), or this Article.

If such employee was previously a regular status employee in a bargaining unit position in the Agency immediately prior to their present appointment, they shall be reinstated to their former position if it is vacant. If the position is not vacant the employee shall be reinstated to their former classification or comparable salary range as a regular status employee unless they is discharged as provided in Article 28 (Discipline/Discharge).

Section 3.

An employee who is transferred or demoted to another position in the bargaining unit in the Agency prior to completion of the trial service period shall complete a new trial service period of six (6) months (minimum 1040 hours) in the new position.

Section 4.

- (a) 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.
- (b) An employee's trial service may also be extended for up to ninety (90) days for the purpose of developing the skills and/or knowledge necessary for competent job performance when:
 - (1) The manager documents that they have met with the employee and provided feedback to the employee on a regular and recurring basis during the evaluation period, which shall be no less than three (3) times.
 - (2) The manager has documented specific feedback, expectations and when applicable assistance/resources regarding expected performance.
 - (3) If the employee has not demonstrated proficiency of assigned work after the ninety (90) day extension of trial service. The Employer may request, and the Union may grant, an additional trial service extension up to an additional ninety (90) days. Extensions shall not be unreasonably denied.
- (c) Written notice of extensions will be provided to the employee and a copy of the extension shall be forwarded to AFSCME Council 75 and the Department of Administrative Services, Labor Relations Unit.

Section 5. Outside Agency Promotional Trial Service

- (a) A regular status employee who is removed from promotional trial service from an executive branch state agency shall have right of return to their former Agency.

The Agency shall restore the employee to their former position if it is vacant. If it is not vacant the employee shall be restored to a position in their former classification in their former bargaining unit so long as the employee meets any special qualifications for the position unless charges are filed and they are terminated from employment.

- (b) If an employee is reinstated into a position in their former classification in the bargaining unit and this requires a change in the employee's official work site, the employee will be eligible for moving reimbursement in accordance with the Employer's policy titled, 'Current or Recalled Employee Relocation' (40.055.10).
- (c) This Subsection becomes effective on the first (1st) of the month following ratification of the local agreement.
- (d) This Subsection applies to employees beginning their promotional trial service after the effective date of the local agreement.

REV: 2017, 2019

ARTICLE 18 - POSITION DESCRIPTIONS

Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended.

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

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

ARTICLE 19 - PERFORMANCE APPRAISALS

Section 1.

- (a) The employee's performance will be rated by their supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide their 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.
- (b) If there are any changes or recommendations to be made in the performance appraisal after the rater has discussed it with the employee, the performance appraisal shall be returned to the rater for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on the changes. The employee shall sign the new performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee.
- (c) Copies of all evaluations signed by the employee shall be provided to him/her.

- (d) All written comments provided by the employee shall be attached to the performance appraisal. The employee shall provide such comments within thirty (30) calendar days of receipt of the appraisal.
- (e) Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's salary eligibility date even if the employee is at the maximum step for their classification.

Section 2.

Performance appraisals are not grievable or arbitrable under this Agreement.

Section 3.

Performance appraisals shall not be used as the sole basis for disciplinary action.

ARTICLE 20 - SALARY ADMINISTRATION

Section 1. Salary Increases.

- (a) Employees shall be eligible for consideration for salary increases following:
 - (1) completion of the initial twelve (12) months of service;
 - (2) completion of six (6) months of service following promotion;
 - (3) annual periods after (1) or (2) above until the employee has reached the top step of the salary range.
- (b) The immediate supervisor shall give written notice to an employee of withholding of a salary increase at least thirty (30) calendar days before the eligibility date, including a statement of the reason(s) it is being withheld.

Section 2. Salary on Promotion.

An employee shall be given no less than an increase to the next higher rate in the new salary range effective on the date of promotion. If an employee is demoted or removed during trial service as a result of a promotion, their salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.

Section 3. Salary on Demotion.

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

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

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

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

Section 4. Salary on Lateral Transfer.

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

Section 5. Effect of Break in Service.

When an employee separates from the Agency and subsequently returns to the Agency within two (2) years, except as a temporary employee, the employee's previous salary eligibility date shall be adjusted by the amount of break in service.

Section 6. Rate of Pay on Appointment from Layoff List

An individual is called back from a return from layoff to a position in the same classification in which the person was previously employed will be paid at the same salary step they received at the time of layoff.

Rev: 2015

ARTICLE 21 - RECOUPMENT OF WAGE/BENEFIT OVER/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/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 subsection (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 automatically recovered in a lump sum deduction from the employee's next 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) This Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments.

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

Rev: 2015

ARTICLE 22 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Reclassification Procedure.

- (a) Employees may request reclassification review of their position by submitting the following information to the Agency Human Resources Manager:
 - (1) A copy of the current official Position Description and any relevant evidence that supports the request.
 - (2) A specific identification of what duties the employee believes causes their position to be improperly classified and a detailed explanation why these duties justify reclassification of their position.
 - (3) Identification of the classification the employee believes best describes their position.
- (b) Upon receipt of the above information, the Agency shall conduct a review of the employee's request. Within sixty (60) calendar days after receipt of a fully completed request as provided for in subsection (a) above, the Agency shall notify the employee of its findings. If the findings indicate reclassification, the Agency shall either seek approval to implement the reclassification from the Department of Administrative Services or remove the duties.
- (c) If an employee's request is denied pursuant to this Section of the Article, or the employee's position is reclassified downward pursuant to Section 7 of this Article, the Union may appeal the decision to the Agency Head or designee within fifteen

(15) calendar days after receipt of the Agency's decision. The written appeal must include the reasons why the Agency's decision was arbitrary. The Agency shall respond in writing within fifteen (15) calendar days from the receipt of the Union's appeal.

- (d) If the Agency's response does not resolve the matter, the Union may, within fifteen (15) calendar days from the date of the Agency response, appeal the decision to arbitration under this Article of the Agreement. The selection of an arbitrator shall be pursuant to Section 10 of Article 29 (Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Agency's written response in subsection (a) of this Section. The appeal must state the reasons why the decision was arbitrary.
- (e) The arbitrator shall allow the decision of the Agency to stand unless they finds the decision was arbitrary. If the arbitrator finds the Agency's decision is arbitrary, the arbitrator's authority shall extend only to stating if the employee's current classification is inappropriate. If the arbitrator finds the employee's current classification is inappropriate, they 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 their discretion for the Agency's discretion on classification matters. This Section shall supersede Section 11 of Article 29 (Grievance Procedure) on the delineation of the arbitrator's authority on matters addressed in this Article.

Section 2. Upward Reclassification.

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

Section 3. Pay for Upward Reclassification.

The rate of pay upon upward reclassification shall be the first step of the new salary range. However, if the old salary range rate of pay is equal to or higher than the first step of the new salary range, the employee shall receive a salary increase no less than an increase to the next higher step in the new salary range.

Section 4. Pay Date of Upward Reclassification.

- (a) Effective date of reclassification payment shall be the first of the month following the month in which the reclassification request was received by the Department of Administrative Services.
- (b) The employee does not retain their old eligibility date and will be eligible for salary increases the first of the month following twelve (12) months in the new classification.

Section 5. Equal Reclassification Rate.

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

Section 6. Downward Reclassification.

- (a) The Agency shall notify an employee in writing of a downward reclassification of the employee's position and the specific reasons for doing so within thirty (30) calendar days before the effective date.
- (b) When a position is reclassified to another classification that carries a lower salary range, if the employee is on trial service or has regular status, that employee shall be accorded the same status in the new classification.
- (c) If an employee is reclassified downward and their rate of pay is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it at which time the employee's salary shall be adjusted to that step.

If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at the same rate in the lower classification.

If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate of pay until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase to the next step within the new salary range. This increase shall not exceed the highest step in the new salary range.

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

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

Terms used above shall be defined as follows:

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

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

Rev: 2015, 2017

ARTICLE 23 - 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 fifteenth (15th) of the month.

ARTICLE 24 - 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 classification, can appeal their placement using the following process:

Section 1.

- (a) An appeal may be filed by an individual employee or steward or a Council Representative on behalf of the employee, to the Agency Human Resources Manager 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 specifications, 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 Department of Administrative Services 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 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 they determines more accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and the Department of Administrative Services 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 Department of Administrative Services 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 Department of Administrative Services 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 they 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 25 - LAYOFF

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.

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

Section 3.

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 of layoff. The Agency shall notify, in writing all affected employees of their layoff service date and contractual bumping rights. The Agency shall notify the Union in writing of layoff service dates of all employees in all affected positions. The Agency shall also post a copy of the layoff service dates of all affected positions on Agency bulletin boards.
- (b) Temporary employees working in the classification and the city in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees. Employees hired from outside the Agency to work in a limited duration

appointment shall not have layoff rights except as provided for under Article 46, Section 3(b). An Agency employee appointed from regular status to a limited duration appointment shall be entitled to rights under this Article based on the employee's former regular status classification.

- (c) Employees shall be laid off and seniority calculated within the following separate categories:
- (1) permanent full-time positions;
 - (2) permanent part-time positions;
 - (3) seasonal full-time positions;
 - (4) seasonal part-time positions.

An initial trial service employee cannot displace any regular status employee.

- (d) An employee notified of a pending layoff shall select one (1) of the following options and communicate such choice in writing to the Human Resources Manager within five (5) calendar days from the date the employee is notified in writing of the layoff:
- (1) The employee may displace an employee in the Agency with the lowest seniority in the same classification for which they is qualified.
 - (2) If no positions are available under option d(1), the employee may demote to the lowest seniority position in any classification for which they is qualified within the Agency. Employees who elect to demote shall be placed on any layoff list of their choice within the Agency for the classification from which they demoted.
 - (3) The employee may elect to be laid off. An employee who elects to be laid off shall be placed on the Agency layoff list for the classification from which they was laid off.
- (e) To be qualified for the options under Section 2(d), the employee must meet all of the minimum qualifications of the position's classification plus any special qualifications stated in the position description and must be capable of performing the specific requirements of the position within two (2) weeks. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the two (2)-week time period is for the purposes of orienting an employee to the position, not training the employee to perform the work. The Agency shall be the sole determinant of whether the employee is capable of performing such duties.

If an employee cannot meet the above requirements as stated in subsection (e) of this Article, the employee may displace or demote to the next lowest seniority position in the classification, provided that the employee in the next lower position has lower seniority than the employee displacing or demoting in which the layoff is taking place.

When exercising an option under Section 2, an employee shall only be eligible to displace another employee with lower seniority.

Any employee displaced by another employee exercising options under Section 2 may also exercise any option available under Section 2.

Section 4.

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

- (a) **Seniority Definition.** Seniority is the Layoff Service Date, which is the date the employee began State service except as a temporary appointee or as adjusted for break(s) in service.
- (b) **Break in Service.** A break in service is a separation or interruption of employment without pay for more than two (2) years. If an employee has a break in service that does not exceed two (2) years, they shall be given credit for the time worked prior to the break in service. Seniority will also be adjusted for leaves without pay in excess of one (1) year. Leave without pay pursuant to USERRA shall be recognized as service time pursuant to law.
- (c) **Equal Seniority.** If two (2) or more employees have equal seniority, the Agency shall determine the employee(s) to be laid off considering requirements of available position(s), value of the employee(s) to the mission of the Agency, demonstrated performance and other relevant factors.

Section 5.

Any trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the Agency layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active.

Section 6.

Employees electing to displace, demote and/or return from layoff do not receive reimbursement for travel or moving expenses.

Section 7.

There shall be no cross bumping between management service and the bargaining unit.

Section 8.

Any temporary interruption of employment because of a lack of work or unexpected or unusual reasons beyond the Agency's control, which does not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay.

Section 9.

Employees filling a job share position which totals a full-time equivalent at the time of calculation of seniority shall be considered as one (1) full-time equivalent or, if either party chooses, as part-time employees. If the two (2) employees choose to be treated as a full-time equivalent for purposes of layoff, the Agency shall use the seniority that is greater.

Section 10.

If an employee is underfilling a position, the employee will be considered in the position classification for the purposes of this Article.

Section 11.

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

The employee shall designate in writing the locations they wish to be considered for recall. The term of eligibility of candidates placed on the list shall be two (2) years from the date of placement on the list.

Section 12.

(a) Employees who are on Agency layoff list and have designated in writing the locations which they are willing to move to, shall be recalled in seniority order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position plus any special qualifications stated in the position description and can perform the specific requirements of the position within two (2) weeks.

An employee seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the two (2)-week period is for the purposes of orienting the employee to the position, not training the employee to do the work. Further, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Agency prior to being recalled to the position.

(b) Employees refusing the offer of a position from which they were laid off shall lose all future reemployment rights under this Article. Employees accepting a position will be removed from the recall list.

Section 13. 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 their 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 their 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 their 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 their 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.

Rev: 2015

ARTICLE 26 - WORK SCHEDULES & WORKWEEK

Section 1.

The workweek is defined as seven (7) consecutive calendar days beginning on 12:00 a.m. on Sunday and ending on the following Saturday at 12:00 midnight. A workday is a twenty-four (24)-hour period beginning at 12:00 a.m. each day and ending at midnight the same day. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work or a guaranteed workweek.

Section 2.

A work schedule is defined as the time of day and the days of the week the employee is assigned to work. A regular work schedule is five (5) consecutive eight (8)-hour days. Alternative work schedules are anything other than five (5) consecutive eight (8)-hour days.

Section 3.

The immediate supervisor shall set the work schedule for employees within their section. If an employee desires to change their assigned work schedule, the employee shall submit a written request to their immediate supervisor. Requests shall identify the schedule the employee wishes to work and include the reasons the employees believes the request will not adversely affect Agency operating needs. The supervisor shall respond in writing to the employee's request. Disagreements over the Agency's decision may only be grieved through step 3 of the grievance procedure. The Agency may change an employee's work schedule to meet Agency operating requirements.

Temporary modifications to an employee's standard work schedule may be made upon approval from the immediate supervisor. When possible, subject to the operating needs of the Agency, such temporary modifications may also be used to accommodate an employee's personal circumstances.

Section 4 – Alternate Work Schedules

- (a) Except for work schedules that have a thirty-six/forty-four (36/44) hour work schedule over a two (2) week period of time, and flexible work schedules, an alternate work schedule shall be defined as a work schedule that is other than a five (5) day eight (8) hour work schedule with regularly established starting and stopping times. This section shall not apply to flexible work schedules or work schedules that have thirty-six/forty-four (36/44) hours worked over a period of two (2) calendar weeks. A flexible work schedule is a work schedule which varies the number of hours on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis but not necessarily each day.

- (b) An employee desiring to work an alternate work schedule must submit a written request to their immediate supervisor. The employee's written request will address the following areas: 1) how the requested alternate work schedule will not interfere with the employee's ability and availability to perform assigned duties; 2) continue to meet Agency/work unit operational needs; 3) the needs of the public will be met; 4) how the request will not impact other employee's ability to schedule leave to extend their weekends; 5) the forty (40) hour work week will

be maintained. The supervisor will review the request and either approve or disapprove the request which includes consideration of the above criteria. If approved, the employee waives any penalty or premium pay as a result of the change into or out of the requested schedule.

- (c) Requests for alternate work schedules shall be considered in order of application. If more than one (1) employee requests for an alternative work schedule on the same day and both requests can not be accommodated, preference shall be given to the employee with the most seniority in the Agency if possible.
- (d) Approved alternate work schedules will be reviewed as least annually at the time of the employee's performance evaluation.
- (e) Overtime for employees working an alternate work schedule will follow the provisions of the local Agency agreement.
- (f) The supervisor's decision to grant or deny such a request may be grieved by the Union up to the Department of Administrative Services grievance appeal step. Regardless, at the employee's request, the immediate supervisor will meet with the employee in an effort to fully discuss all concerns.
- (g) The supervisor may revoke an employee's alternate work schedule if the schedule no longer meets criteria cited in subsection B herein with fourteen (14) calendar days notice. The Agency's decision shall not be subject to the grievance procedure.

Section 5.

Employees shall receive not more than a one (1) hour unpaid lunch meal period during the work shift. Whenever possible, meal periods shall be scheduled at the middle of the shift. A longer meal period may be allowed by mutual agreement between the supervisor and the employee.

Section 6.

A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be taken off consistent with Agency operating requirements. Break periods shall not be used to increase an employee's lunch hour or be used to arrive late or leave work early.

Section 7.

Except for emergencies or employee requested and Agency approved work schedule changes, the Agency will give three (3) calendar days' notice of any work schedule change. The provisions regarding work schedule changes shall not apply to a situation where an employee volunteers or the Agency requires an employee to work overtime.

Section 8. Travel.

When the employee is required by the agency to travel, the actual travel time shall be considered time worked. Where required travel is outside an employee's regular work hours (excluding normal commuting time), the employer may temporarily modify the

employee's weekly schedule without daily overtime or schedule change penalty. Where such schedule modification still results in the need for additional work hours, the employee shall be paid the appropriate rate of pay for all time worked over forty (40) hours in that workweek.

REV: 2017

ARTICLE 27 - OVERTIME

Section 1.

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

Section 2.

Time worked for the purpose of this Agreement is all hours actually worked.

Section 3. FLSA Non-Exempt Employees.

- (a) Full- and part-time employees covered under the FLSA shall be compensated at the rate of time and one-half (1 ½) in the form of pay or compensatory time off at the discretion of the Agency for authorized overtime worked in excess of forty (40) hours in a workweek.
- (b) Accrued compensatory time off must be taken within the fiscal year earned, except as set forth below. Compensatory time off will be scheduled at a time consistent with the Agency's work requirements. Employees will take all necessary steps to request use of compensatory time off during the fiscal year in which it was earned. If the Agency is unable to schedule such time off within the fiscal year earned, the Agency may pay off the accrued compensatory time off or carry it forward into the next fiscal year. However, such carry forward may not increase the total compensatory time off hours that may be accrued in that next fiscal year.
- (c) The Agency may unilaterally schedule up to forty (40) hours of accrued but unused compensatory time off carried forward per employee per fiscal year after prior notice of at least five (5) working days to the affected employee. This provision shall not apply to compensatory time off accrued within the last two (2) months of the previous fiscal year.

Employees may accrue up to eighty (80) hours of compensatory time off.

Section 4.

When feasible, the Agency shall give notice of any overtime to be worked. No overtime is to be worked without the prior authorization of the employee's immediate supervisor.

Section 5.

No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1 ½) or to effect a pyramiding of overtime and any form of premium pay.

Section 6. FLSA-Exempt Overtime Compensation.

- (a) Employees occupying positions which have been determined by the Agency to be executive, administrative or professional as defined by the Fair Labor Standards Act shall receive time off for authorized time worked in excess of forty (40) hours in a workweek.
- (b) The rate of compensation shall be one (1) hour off for one (1) hour of overtime worked. Time off shall be used within the fiscal year earned or shall be lost. The scheduling of time off shall be consistent with provisions for requesting accrued leave time or Agency practice whichever is applicable.
- (c) Nothing in this article modifies, amends or eliminates any specific language in any agreement or Agency practice to modify an employee's work schedule during the same workweek in which authorized overtime is worked.

ARTICLE 28 - DISCIPLINE AND DISCHARGE

Section 1.

The principles of progressive discipline shall be used when appropriate. Discipline shall include, but not be limited to: written reprimands; reduction in pay*, demotion, suspension without pay*; and dismissal. No regular status employee shall be disciplined without just cause.

*For FLSA-exempt employees, except for penalties imposed for infractions of safety rules of major significance, no reduction in pay and only suspensions without pay in one (1) or more full workweek increments are allowed unless or until FLSA restrictions on economic sanctions for exempt employees are eliminated by statute or a court decision the State determines dispositive. Safety rules of major significance include only those relating to the prevention of serious danger to the Agency, or other employee.

Section 2.

- (a) Discharge of a regular status employee may be appealed by the employee or Union to step 3 of the grievance procedure. The employee or Union may appeal the discharge by completing the Official Grievance Form and sending it to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days from the effective date of the discharge.
- (b) Written reprimands, pay reductions, demotions or suspensions without pay may be appealed by the employee or Union to step 2 of the grievance procedure. The employee or Union may appeal the action by completing the Official Grievance Form and sending it to the Agency Head or designee within fifteen (15) calendar days from the effective date of the action. Any further appeal shall follow the steps and time frames stated in Article 29 (Grievance Procedure).

Section 3. Dismissal, Salary Reduction, Suspension Without Pay, Demotion, Written Reprimands.

- (a) Pre-dismissal. A written notice shall be given to a regular status employee against whom a charge which may be cause for discharge, is presented. Such notice shall include the known complaints, facts and charges, and a statement

that the employee may be discharged. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency at a time and date set forth in the notice, which date shall not be more than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Agency Head or designee, the employee may be suspended with or without pay or allowed to continue work as specified in the pre-dismissal notice.

- (b) A regular status employee reduced in pay, suspended without pay or demoted shall receive written notice of the discipline with the specific charges and facts supporting the discipline.
- (c) The Agency shall make a good faith effort to include the following statement on all written notices referred to in subparts (a) and (b) above:

“If you choose to contest this action you have a right to be represented by AFSCME Council 75 and you must file an appeal within the time limits specified in Article 28 – Discipline and Discharge and Article 29 - Grievance Procedure.”

- (d) Copies of pre-dismissal and dismissal notices will be sent electronically to AFSCME Council 75 on the same date notice is issued to the employee. Failure to send copies of such notices to the Union will not void the disciplinary action.

Section 4.

The Agency shall not formally discipline an employee in front of other bargaining unit employees or the public. For the purposes of this Section, stewards and/or officers of the Union who are acting in a representational role shall not be included in the intended definition of other bargaining unit employees or the public.

Section 5.

Upon request, an employee shall have the right to Union representation during an investigatory interview that the employee reasonably believes will result in disciplinary action. Obtaining Union representation shall not cause an undue delay.

REV: 2017

ARTICLE 29 - GRIEVANCE PROCEDURE

Section 1.

Grievances shall be defined as acts, omissions, applications or interpretations alleged to be violations of this Agreement.

Section 2.

It is the intent of the Employer, Agency and Union to resolve employee grievances by informal methods if possible. However, such informal methods do not supersede the timeline requirements outlined in this Article except by mutual agreement pursuant to Section 7 of this Article. If the employee or Union desire a formal resolution of any grievance as defined in Section 1 of this Article, except for exclusions stated in Section 4, such grievances shall be processed as provided in Section 5 of this Article.

Section 3.

Group Grievances. All group grievances, which are defined as involving two (2) or more immediate supervisors and involve subject matter that is beyond the authority of the immediate supervisor to resolve, shall be filed at step 2 within the time limits outlined for that step. Group grievances will be filed using the Official AFSCME Grievance Form (Attachment A).

Section 4.

All grievances shall be processed in accordance with this Article and it shall be the sole and exclusive method for resolving grievances, except for the following articles:

- Article 2 (Recognition)
- Article 12 (Equal Employment Opportunity, Affirmative Action, and Discrimination)
- Article 22 (Classification/Classification Changes)

Section 5.

Grievances shall be initially filed within, either, thirty (30) calendar days for step 1 or fifteen (15) calendar days for step 2, of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance.

Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated and clear explanation of the alleged violation, sufficient to allow processing of the grievance. Grievances shall be filed through the appropriate steps of this procedure on the form identified as the Official AFSCME Grievance Form (Attachment A).

Except as noted in Section 4 of this Article, the following steps shall be used to process grievances:

TIME TO FILE: Thirty (30) calendar days for initial filing at Step 1 & fifteen (15) days at Step 2	
PLACE TO FILE	TYPE OF GRIEVANCE
IMMEDIATE SUPERVISOR (Step 1)	<ul style="list-style-type: none"> • All other grievances/contract violations
AGENCY HEAD (Step 2)	<ul style="list-style-type: none"> • Article 28-Discipline and Discharge • Article 12-Equal Employment Opportunity, Affirmative Action, and Discrimination • Article 22-Classification/Classification Changes • Article 29, Section 3 -Group Grievances

- **Step 1. Immediate Supervisor.** The employee, with or without Union representation, shall, within thirty (30) calendar days of the alleged violation of the Agreement, file a written grievance with their immediate supervisor. The supervisor shall respond in writing to the grievance within fifteen (15) calendar days from the receipt of the grievance. Grievances shall be submitted using the Official AFSCME Grievance Form (Attachment A).

- **Step 2. Agency Head.** If the grievance is not resolved at step 1, the employee or Union may appeal the grievance in writing to the Agency Head or designee within fifteen (15) calendar days after the response is required from step 1. The Agency Head or designee shall respond within fifteen (15) calendar days from the date of receipt of the grievance.
- **Step 3. DAS Labor Relations Unit.** If the grievance is not resolved at step 2, the employee or Union may appeal the grievance in writing within fifteen (15) calendar days to the Department of Administrative Services Labor Relations Unit. The Department shall respond within fifteen (15) calendar days from the date of 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 Department of Administrative Services is acceptable to the Union, such response shall have the same force and effect as a decision or award of an arbitrator and shall be final and binding on all parties and they will abide thereby.

- **Step 4. Arbitration.** Grievances which are not resolved at step 3 may be appealed by the Union to arbitration. To be valid, an arbitration request must be in writing and sent to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days from the date of response from the Department of Administrative Services. Failure to file for arbitration within the fifteen (15) calendar day period shall constitute forfeiture of claim and the case shall be considered closed by the parties.

If the grievance is submitted for arbitration, the Employer and Union will meet to attempt to formulate a submission agreement to be sent to the arbitrator.

Section 6.

Neither the employee nor the Union shall expand upon the original elements and substance of the written grievance.

Section 7.

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

Section 8.

Failure of an employee or the Union on behalf of the employee to comply with the time limits outlined above shall constitute abandonment of the grievance.

Section 9.

Once an employee files a grievance, the employee shall not be required to discuss the subject matter of the grievance without representation of the Union.

Section 10.

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

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

Section 11.

The parties agree that the arbitrator's decision or award shall be final and binding on the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of the 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 12.

The arbitrator's fees and expenses shall be equally split by the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 13.

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

Section 14.

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

Section 15. Expedited Grievance Arbitration.

- (a) Upon mutual agreement, the Employer and Union may agree to use the expedited arbitration process contained in this subsection for grievances that are timely and properly filed and subject to arbitration as provided for in this agreement. The parties will use language from this section of the article in the selection of the arbitrator, payment and all other conditions that apply to the hiring of an arbitrator as stated below.
- (b) The parties shall select an arbitrator by requesting the Employment Relations Board for a list of seven (7) qualified arbitrators who have offices in Oregon and

Washington and agree to work under the rules set forth in this subsection. The order of striking shall be determined by a coin flip. Each party shall have the right to alternately strike a total of three (3) names from the list with the remaining name on the list being the selected arbitrator.

- (c) The cost of the arbitration shall be borne by the losing party as stipulated by the arbitrator.
- (d) The use of the expedited arbitration process shall be determined at the time the parties schedule dates with the arbitrator.
- (e) The parties shall develop a stipulation of facts and affidavits and other time saving methods whenever possible and when mutually agreed upon.
- (f) Case presentation will be limited to opening statements, brief recitation of facts, witness presentation and closing oral arguments. No post hearing briefs shall be filed and no court reporter transcripts shall be made. However, nothing prevents either party from keeping their own notes. The hearing will be completed within one (1) business day unless otherwise agreed upon by the parties.
- (g) The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties.
- (h) At their discretion, the arbitrator may issue a bench decision at the conclusion of the hearing or may issue a written award no later than seven (7) calendar days from the close of hearing excluding weekends and holidays. The arbitrator's award shall be based on the record and shall include a brief explanation of the basis for the award.
- (i) The award shall be in writing and signed by the arbitrator. If the arbitrator determines a formal opinion is necessary, the award will be in summary fashion.
- (j) The arbitration award shall not establish a precedent for any current or future cases on the same or related subject unless the parties agree otherwise prior to the hearing.

Rev: 2015 ,2019

ARTICLE 30 - HOLIDAYS

Section 1.

The following holidays shall be recognized and paid for at the regular straight time rate of pay:

- (a) New Year's Day on January 1;
- (b) Martin Luther King 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.

Full-time employees on pay status, at least one-half (1/2) the work day before and one-half (1/2) the work day after the recognized holiday, shall be compensated at the straight time rate of pay for eight (8) hours for each recognized holiday listed in Section 1. All part-time and seasonal employees on pay status, at least one-half (1/2) the last scheduled work day before and one-half (1/2) the first scheduled work day after a recognized holiday shall be compensated at the straight time rate of pay on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more during the month. This holiday compensation is called holiday pay. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

Section 3.

Employees required to work on recognized holidays shall be entitled to their holiday pay plus compensatory time off or cash as determined by the employee for all such time worked at the rate of time and one-half (1 ½). 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 ½) in addition to holiday pay.

Section 4.

In addition to the holidays specified in this Article, all full-time employees shall receive eight (8) hours of paid leave. Part-time employees will receive pro-rated paid leave. This paid leave shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Full-time employees may request the option of using the eight (8) hours of paid leave on the workday before or after Thanksgiving, the workday before or after Christmas, the workday before or after New Year's Day, or

when these days are not available to an employee, on another day mutually agreed upon provided such time is taken off within thirty (30) calendar days from the date of accrual stated above.

Section 5.

During any calendar week involving a holiday, employees whose work schedule is other than a regular five (5) eight (8) hour work schedule and who have the holiday off shall receive eight (8) hours holiday pay and will use accrued vacation, personal leave, compensatory time off or leave without pay to account for a forty (40)-hour work schedule for the workweek.

Rev: 2015

ARTICLE 31 - OTHER LEAVES

Section 1. Leaves with Pay.

- (a) **Personal Leave.** After completion of initial trial service in the Agency, full-time employees shall be granted and eligible to use twenty-four (24) hours of personal leave each fiscal year. After completion of trial service, part-time employees shall be granted such leave in a pro-rated 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 1040 hours during the fiscal year.

Should any employee fail to work 1040 hours for the fiscal year, the value of personal leave 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 they desires and may be taken at times mutually agreeable by the immediate supervisor and the employee.

(b) **Bereavement Leave.**

1. Notwithstanding the hardship or sick leave eligibility criteria in the agreement, employees shall be eligible for a maximum of twenty four (24) hours of paid bereavement leave which shall be prorated for part time employees. The Agency may request documentation.
2. For employees that qualify for OFLA bereavement leave, paid bereavement leave under this agreement shall run concurrently with OFLA bereavement leave.
3. After OFLA eligible leave for bereavement leave 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 a period of absence from employment to discharge the customary obligations arising from a death in the immediate family or employee's spouse.
4. 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 exhaust all available accrued leave to qualify to receive hardship leave.

5. For purposes of this article, 'immediate family' shall include:
- * the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child);
 - * spouse;
 - * child (and child's spouse) (includes a child for whom the employee stood in loco parentis and includes step child from a previous marriage);
 - * sibling;
 - * grandparent;
 - * grandchild;
 - * aunt or uncle;
 - * niece or nephew;
 - * or the equivalent of each of the above for domestic partners, or another member of the immediate household.
- Note: Immediate family shall include the current in-laws and step family members who qualify per the above list.

- (c) Service with a Jury. An employee shall be granted leave with pay for jury duty. The supervisor shall request and receive from the employee a copy of the subpoena. 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. The employee may keep any money paid by the court for serving on a jury.
- (d) 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 a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States is entitled to fifteen (15) days or one hundred and twenty (120) hours of paid military leave per federal fiscal year, unless a greater number of days is provided by law. In no event may an employee receive more than the number of days provided by law.
- (e) Military leave shall be granted in accordance with applicable Law and state policy. In addition, employees shall be allowed to utilize paid military leave for travel to and from their place of duty and for the time spent on militarily obligated status or military duty regardless of the length of their military status or duty.
- (f) Subject to supervisory approval, employees may be allowed to voluntarily adjust their shifts to accommodate military duty.
- (g) Test and Interview Leave. Upon written request to the supervisor, an employee will be allowed paid leave up to four (4) hours per month up to a total of sixteen (16) hours per calendar year to interview for Agency and State Agencies employment opportunities. Authorization for this leave shall not be withheld unless the supervisor determines that use of such leave would handicap operating requirements. The employee shall not be eligible for any travel expenses or overtime pay.

(h) Pre-Retirement Counseling Leave

- a. Each employee within three (3) years of chosen retirement age or date shall be granted up to twenty-eight (28) hours leave with pay to pursue retirement programs or counseling. Employees shall request the use of leave provided in this section at least five (5) days prior to the intended day(s) of use.
- b. Authorization for the use of pre-retirement leave may be granted based on the operational needs of the agency, subject to management determination.
- c. When the date requested for pre-retirement leave cannot be granted for the above reason, the Agency will work with the employee for an alternate date.
- d. The leave discussed under this section may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance, and other retirement needs.

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 services of the United States. They shall, upon honorable discharge from such service, be returned to a position in the same class as their 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 they is not physically qualified to perform the duties of their former position by reason of such service, they shall be reinstated in other work that they is able to perform at the nearest appropriate level of pay of their 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.

Military leaves of absence without pay shall be granted in compliance with the Veteran's Reemployment Rights Law, Title 38 USC Chapter 43. However, such reduction in pay 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.

- (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, defendant or witness in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. Such leave shall be granted only after exhaustion of the employee's accrued vacation leave and personal leave. 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) Leave Without Pay/Educational Leave Without Pay. In instances where the work of the Agency will not be adversely affected by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Agency approval.
- (d) Unauthorized Absence. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay. Any employee who absents himself/herself for three (3) consecutive workdays without authorized leave shall be deemed to have resigned and shall be considered a voluntary separation from state service. Such absences may be covered, however, by a subsequent grant of leave with or without pay when extenuating circumstances are found to have existed.
- (e) FMLA/OFLA. Leave without pay shall be granted after exhaustion of other leaves in accordance with FMLA and OFLA.

Rev: 2015, 2019

ARTICLE 32 - VACATION LEAVE

Section 1. Vacation Leave.

After having served in the state service for six (6) months, employees shall be credited with the appropriate earned vacation leave and thereafter vacation leave shall be accumulated or prorated on the appropriate schedule as follows for (a) full-time employees; (b) seasonal employees; and (c) part-time employees:

Length of State Service:	Vacation Accrual Rate:
After six months (minimum 1,040 hours) (a) through 5 th year; (b) 5 th annual season; or, (c) 60 th month	12 workdays for each 12 calendar months of service (8 hours per month)
After (a) 5 th year through 10 th year; (b) 5 th annual season through 10 th annual season; or, (c) 61 st month through 120 th month	15 workdays for each 12 calendar months of service (10 hours per month)
After (a) 10 th year through 15 th year; (b) 10 th annual season through 15 th annual season; or, (c) 121 st month through 180 th month	18 workdays for each 12 calendar months of service (12 hours per month)
After (a) 15 th year through 20 th year; (b) 15 th annual season through 20 th annual season; or,	21 workdays for each 12 calendar months of service (14 hours per month)

Length of State Service:	Vacation Accrual Rate:
(c) 181 st month through 240 th month.	
After (a) 20 th year; (b) 20 th annual season; or, (c) 240 th month	24 workdays for each 12 calendar months of service (16 hours per month)
After (a) 25 th year; (b) 25 th annual season; or (c) 300 th month	27 workdays for each 12 calendar months of service (18 hours per month)

Employees working less than a month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more that month. If an employee has a break in service and that break in service does not exceed two (2) years, or two (2) seasons for a seasonal employee, the employee shall be given credit for the time worked prior to the break in service for purposes of determining the level of accrual. Seasonal employees may not be credited with more than one (1) season during a calendar year.

Section 2. Determination of Eligibility for Vacation Accrual.

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

Section 3. Determination for Accrual of Vacation Leave.

If an employee has a break in service and that break does not exceed two (2) years, they shall be given credit for the time worked prior to the break in service except for periods of leave without pay of fifteen (15) days or more.

Section 4. Termination Vacation Pay.

An employee who is laid off or terminated after six (6) full months of Agency service shall be paid upon separation from Agency service 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. Basis of Compensation for Vacation Leave.

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

Section 6. Vacation Leave Payment.

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 7. Scheduling of Vacation Leave.

Vacations shall be scheduled on a first-come first-serve basis. Such time off shall be prior authorized in writing on the authorized Agency form and shall be mutually agreeable to the immediate supervisor and the employee consistent with the operating needs of the Agency.

Section 8. Cancelled Vacations.

If the Agency cancels an approved vacation within one hundred and 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 their loss. The Agency may require written proof of unrecoverable deposits.

Section 9. Vacation Accruals

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 accrued vacation hours of up to three hundred (300) 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 three hundred (300) 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 three hundred (300) 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 10. Vacation Cashout.

In addition to Article 32, Section 9 of the Agreement, employees may cash out up to forty (40) hours of accrued vacation hours each State fiscal year under the following conditions:

- a. Employees must have regular status at the time of the request;
- b. Requests must be submitted in writing during the month of March of each year on a form developed and provided by the Agency;
- c. If the employee's request is received before the fifteenth (15th) of March, payment shall be made in the employee's April paycheck. If the request is received after the fifteenth (15th) of March, payment shall be made in the employee's May paycheck;
- d. After cash out, employees must have in their leave balance at least sixty (60) hours of accrued vacation leave hours;
- e. Payment shall be the employee's straight time rate of pay;
- f. Employees on unprotected leave without pay at the time the payment is requested are not eligible to cash out accrued vacation hours.

REV: 2017,2019

ARTICLE 33 - SCHEDULING OF COMPENSATORY TIME OFF

Subject to the operating requirements of the Agency and in advance of the requested time off, an employee shall have their choice of scheduling compensatory time off. Employees shall follow Section 7 of Article 32 (Vacation Leave) for the procedures to schedule compensatory time off.

ARTICLE 34 - SICK LEAVE

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

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

Section 2. Eligibility for Sick Leave With Pay.

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

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

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

Section 4. Utilization of Sick Leave With Pay.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster children, brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee's or the employee's spouse. The employee has the duty to insure that they makes other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care.

Section 5. Request for Additional Time Off.

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

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

Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of five (5) consecutive days and/or if the Agency has reasonable grounds to suspect that the employee is abusing sick leave privileges or in verification of a disability. The Agency may also require such certificate from the employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a non-job-incurred

injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be cancelled and the employee may be disciplined pursuant to Article 28 (Discipline/Discharge).

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

After earned sick leave has been exhausted and the employee has the opportunity to exercise the option of using vacation leave or compensatory time off as outlined in Article 37 (Workers Compensation), the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which terminates upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of that position.

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

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

Section 9. Transfer of Sick Leave Hours.

An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to or from a different State agency.

Section 10. 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.

ARTICLE 35 - DONATED LEAVE

Section 1.

This Article shall apply for the purpose of allowing employees to donate accrued vacation leave, sick leave or compensatory time for use by eligible employees as sick leave. The Agency will allow Agency employees to make donations of accrued vacation leave, sick leave or compensatory time to a regular status employee of the agency who has exhausted all accumulated leave and who is not enrolled in or eligible to receive short term disability payments, not to exceed the hours necessary to cover for the qualifying absence as provided in this Article, to a co-worker in the Agency.

- (a) Employees may not donate sick leave if they have under forty (40) hours.
- (b) Employees may not donate sick leave of more than sixty (60) hours per year.
- (c) Sick leave may not total more than fifty (50%) percent of donated leave.

Section 2.

For purposes of this Agreement, donated leave donations will be administered under the following stipulations and terms of this Agreement and shall be strictly enforced with no exceptions:

- (a) The recipient and donor must be regular status employees of the Agency.
- (b) The Employer and the Agency shall not assume any tax liabilities that would otherwise accrue to this employee.
- (c) Use of donated leave shall be consistent with those provisions found in Article 34 (Sick Leave).
- (d) Applications for donated leave shall be in writing and sent to the Agency's Human Resources Manager and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least fifteen (15) days following the donee's projected exhausting of the accrued leave and the total leave is at least thirty (30) days. Donated leave may be used intermittently.
- (e) Donations shall be credited at the recipient's current regular hourly rate of pay.
- (f) Employees otherwise eligible for or receiving workers compensation, or PERS retirement benefits will not be considered eligible to receive donations under this Agreement.

Section 3.

To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to their 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.

Rev: 2015, 2019

ARTICLE 36 - TRAVEL, MILEAGE AND MOVING EXPENSES

Section 1.

Travel and mileage reimbursement rates and conditions shall be established in the current Department of Administrative Services Travel Policy. Changes in this policy will be automatically incorporated into this Article.

Section 2.

Moving expenses reimbursement shall be consistent with Department of Administrative Services Chief Human Resource Office Policy 40.055.10. Changes in this policy will be automatically incorporated into this Article.

ARTICLE 37 - WORKERS COMPENSATION

Sick leave resulting from a condition incurred on the job and also covered by Workers Compensation, shall, if elected to be used by the employee, be used to equal the difference between the Workers Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave.

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

ARTICLE 38 - DELETED 2019-2021

Section 2.

The matter of paid or unpaid time for negotiations shall be discussed as part of the ground rules for the successor negotiations.

ARTICLE 39 - FILLING OF VACANCIES

Section 1.

The Agency desires to fill vacancies with the best qualified applicants available. Within that context, the Agency intends to provide bargaining unit employees with opportunities to compete for openings within the bargaining unit. The Agency advocates for development and promotion of its employees and is committed to mobility where feasible to obtain the best applicant for the position.

When the Agency chooses to fill a vacant Agency bargaining unit position, the Agency will post the vacancy by electronic email and Agency website for no less than ten (10) calendar days, except internal postings which will be posted by electronic email for no less than ten (10) calendar days. The Agency will determine the manner, method of selection and determine the individual to fill the vacancy.

Section 2.

A recruitment may occur concurrently between internal and external candidates. If the recruitment results in at least three (3) qualified internal applicants, external candidates will not be considered until an internal interview process is completed.

An Agency employee who applies for a vacant bargaining unit position will be interviewed if the employee has passed the qualifying examination for the vacant position and is active on the appropriate qualifying list.

If an internal candidate is not selected during the internal only interview process, all internal candidates who applied and qualified for the vacancy shall be considered along with the external candidates. The most qualified applicant shall be selected for the vacancy. All things being equal, seniority within the bargaining unit shall prevail.

Section 3.

If the Agency decides to offer opportunities such as internal job rotations, underfill assignments or training/developmental work out of classification assignments those opportunities will be made known to employees by electronic email no less than ten (10) calendar days prior to the selection. This section does not apply when the Agency determines the operational needs require an immediate assignment. The Human

Resource Office will notify the Union when such exceptions to this section occur. The notification will include the reasons for the exception.

REV: 2017

ARTICLE 40 - LABOR/MANAGEMENT COMMITTEE

Section 1.

The parties agree to establish a Labor/Management Committee, in order to facilitate communication and to promote cooperative employer-employee relations. The Committee will have three (3) employees from the bargaining unit appointed by the Union and three (3) Agency management employees unless the parties agree otherwise. The Committee will meet at least quarterly or as necessary upon mutual agreement. Representatives from the Employer and Union, including staff from the DAS Labor Relations Unit and AFSCME Local 2238, or other individuals may be invited to attend Committee meetings and/or provide information and/or assistance to the Committee.

Section 2.

Committee members will be on pay status during the time spent in committee meetings. The Agency shall not suffer any overtime liability as a result of committee meetings.

Section 3.

The committee shall not have the authority to negotiate changes to working conditions, negotiate any letters of agreement, violate the terms and conditions of this Agreement or resolve issues or disputes concerning the implementation of this Agreement, including but not limited to grievances or unfair labor practice complaints.

Section 4.

The Committee shall be empowered to make joint recommendations on issues that are brought to it. The Committee's recommendations will be submitted in writing to the Agency Director. The Agency Director will provide a written response to the Committee.

Section 5.

The Committee shall develop a Charter.

Section 6.

At the conclusion of each calendar year, the parties shall discuss the Labor/Management Committee concept and shall review any needed changes in the Charter for future success of the Committee.

ARTICLE 41 - TERM OF AGREEMENT

Section 1.

Unless otherwise noted in a specific article in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2021. The Union shall send a letter informing the Department of Administrative Services Labor Relations and the affected Agency of the specific ratification date of the tentative agreement. If the Union does not send the letter identifying the date of the ratification vote, the Employer will use the effective date of the agreement as being the first of the month following the date of signature.

Section 2.

Either party may open negotiations for a successor agreement by giving written notice to the other party between the dates of December 1, 2020 and December 31, 2020. Negotiations for a successor agreement will start between February 15, 2021 and March 15, 2021.

Section 3.

The matter of paid or unpaid time for negotiations shall be discussed as part of the ground rules for the successor negotiations.

Rev: 2015, 2017, 2019

ARTICLE 42 - SAFETY AND HEALTH

Section 1.

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

Section 2.

When the Oregon Safe Employment Act requires protective clothing or safety devices to carry out assigned duties, such clothing or devices shall be provided by the Agency. Where provided, such clothing and devices must be used. Such clothing and devices shall remain the Agency's property and shall be returned to the Agency upon termination of employment.

Section 3.

If an employee believes that an assigned duty, vehicle, or equipment is unsafe under Oregon Safe Employment Act standards and for that reason refuses to perform the duty or use the vehicle or equipment, the employee shall immediately give the specific reason(s) on which the belief is based to the employee's supervisor. If that supervisor is not available, the reason(s) shall be given to the next higher level of authority. The employee will provide the supervisor or higher level of authority with a written explanation of the reason(s) as soon as practical, but no later than by the end of the employee's shift. If the supervisor or higher level of authority disagrees with the employee's claim, the supervisor or higher level of authority will request a determination by the Oregon Occupational Safety and Health Division (OR-OSHA), as to whether the duty, vehicle, or equipment is safe or unsafe.

Section 4.

Pending the determination provided for in Section 3, the employee may, at the Agency's sole discretion, be given another vehicle, equipment or other suitable work. If no other vehicle, equipment or suitable work is available, the employee may, at the Agency's sole discretion, be sent home. Time lost by the employee as a result of refusal to perform work or use a vehicle or equipment on the grounds that it is unsafe under Oregon Safe Employment Act standards shall only be paid by the Agency if the employee's claim is upheld by OR-OSHA.

Section 5. Outdoor Gear for Field Employees.

The Agency shall offset the cost of outdoor gear for employees whose duties require fieldwork, subject to the following:

- (a) The Agency shall reimburse field employees up to two-hundred dollars (\$200.00) for approved outdoor gear as determined by the Agency. This reimbursement is per biennium.
- (b) Outdoor gear includes items such as: gloves, hats, jackets/coats, pants, boots, and/or other items pre-approved by management.
- (c) Reimbursements of necessary outdoor gear shall be approved in advance through an employee's immediate supervisor. All reimbursements must be submitted on a travel reimbursement form with receipt of purchase.
- (d) General maintenance of the outdoor gear shall be the responsibility of the employee.

Section 6. Respectful Workplace

- (a) The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).
- (b) If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled 'Maintaining a Professional Workplace' (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency's Human Resources Office.
- (c) The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this section.
- (d) The Agency shall investigate the complaint and shall provide a written response to the employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency may take additional time to complete the investigation in blocks of additional thirty (30) calendar days with notice to the Union. The response will include whether the complaint was substantiated and any relevant non confidential information pertaining to the remedial steps taken, if any. Repeated behavior or conduct shall be reported to the Agency Human Resource Office.
- (e) For purposes of this Section, the grievance procedure in Subsection 6 replaces the grievance procedure outlined in the local agreement.
- (f)
 - (1) If the employee who filed the complaint believes that the Agency did not respond to the complaint or the complaint process was not followed, the Union, on behalf of the employee, may file a grievance directly with the Agency Head. The Agency Head or designee shall respond to the grievance within thirty (30) calendar days from the date of receipt of the grievance.

- (2) If the employee continues to believe the Agency did not respond to the complaint or did not follow the complaint process, the Union, on behalf of the employee may, within fifteen (15) calendar days of the Agency Head or designee's response, file the grievance with the Department of Administrative Services Labor Relations Unit. The grievance will be investigated and a response provided within thirty (30) calendar days from the date the grievance was appealed to the Department of Administrative Services.
 - (3) If the Department of Administrative Services Labor Relations Unit's response did not respond to the complaint or did not address whether the complaint process was followed, the Union may, within fifteen (15) calendar days, file an arbitration request with the Department of Administrative Services and send a copy to the Employment Relations Board asking for a list of seven (7) qualified arbitrators.
 - (4) The arbitrator shall not have authority to impose any employment actions, including but not limited to discipline on any employee, supervisor or manager, transfer of any employee, supervisor or manager, reassign an employee, supervisor or manager to another work location or duties or otherwise affect staffing. In addition, the arbitrator shall not have authority to impose or establish any monetary penalties or costs, award front or back pay, issue any monetary damages for pain and suffering or stress related claims.
- (g) No employee shall be subject to retaliation for reporting or filing a complaint, providing a statement or otherwise participating in the administration of the statewide policy or grievance process outlined in this section. Reports of retaliation shall be reported to the Agency Human Resources Office.

Rev: 2015, 2017

ARTICLE 43 - 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 44 - INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE

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 (2) weeks advance notice to the affected employee(s).

- (b) Where the Employer/Agency has announced a delayed opening pursuant to Section 1(a), 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 (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced.

Section 2. FLSA Non Exempt Employees Only.

- (a) Where the Employer/Agency has announced a delayed opening pursuant to Section 1(a), 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 (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced.

- (b) When the Department of Administrative Services/Agency chooses to close an office or facility before the start of an employee's work day, one (1) of the following options will be implemented:

- (1) The employee will work from home or alternate work location for at least one half (1/2) of their regular work day. The balance of the employee's work day will be on inclement weather leave for up to forty (40) hours a biennium, or,

- (2) If no work is available or the employee is unable to work from home or alternate work location, the employee will use accrued vacation hours, compensatory time off, personal leave time or leave without pay for at least one half (1/2) of their regular work day. The balance of the employee's work day will be on inclement weather/hazardous conditions leave not to exceed forty (40) hours a biennium, or,

- (3) The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change.

- (4) Once the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more Agency closures during the biennium, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The

Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.

- (5) Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave.
- (6) Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.
- (7) Inclement weather/hazardous conditions leave not used during the biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service.
- (8) Part time employees will receive a prorated amount of inclement weather leave when applicable.

Section 3.

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift FLSA exempt employees 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 4.

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 their work shift.

Section 5. 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 6. Late or Unable to Report.

Where the Agency remains open and an employee notifies their supervisors that they are 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 7. 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 8. 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 9.

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

REV: 2017

ARTICLE 45 - SEASONAL EMPLOYEES

Section 1. Definition.

Positions which occur, terminate, and recur periodically and regularly, regardless of the duration, shall be designated as seasonal positions.

- (a) Seasonal employees shall be given notice at the time of hire of the length of the season and the anticipated end of the season.

Section 2. Trial Service.

Seasonal employees will complete trial service after having served a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1,040 hours).

Section 3. Salary Increase.

A regular status seasonal employee shall be eligible for a salary increase upon returning in the same classification the next annual season. "Annual season" means a period of twelve (12) months, from the date of hire regardless of the number of individual seasonal appointments during that period.

Section 4. Layoff.

A regular status seasonal employee laid off prior to the end of the season shall be placed in order of seniority on the Agency layoff list for seasonal reappointment. The eligibility for such seasonal employees shall be canceled at the end of each season.

Section 5. Recall.

Regular status seasonal employees terminated at the end of the season shall be placed on the recall roster in order of seniority and shall be recalled by the employee's worksite the following season in order of seniority to the extent that work is available to be performed.

Section 6.

Except as otherwise modified by this Agreement, seasonal employees shall accrue all rights and benefits accrued by full-time or part-time employees, whichever is applicable, during their employment season.

ARTICLE 46 - LIMITED DURATION APPOINTMENTS

Section 1.

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

Limited duration appointments may exceed two (2) years by mutual agreement of the parties.

Section 2.

Persons may be hired as limited duration appointments, for workload purposes, when needed to fill short-term or transitional assignments such as, but not limited to, legislative directive, reorganizations, or unanticipated workload needs. These appointments will not be used in a manner that subverts or circumvents the filling of budgeted positions.

Section 3.

- (a) No newly-hired person on a limited duration appointment, pursuant to Section 1, shall be entitled to layoff rights.
- (b) Persons hired on a limited duration appointment, pursuant to Section 2, shall be entitled to layoff rights after eighteen (18) months of employment.
- (c) An Agency employee appointed from regular status to a limited duration appointment shall be entitled to rights under the Article 25 layoff procedure based on the employee's former regular status classification.

Section 4.

A person accepting a limited duration appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

- (a) That the appointment is of limited duration.
- (b) That the appointment may cease at any time.
- (c) That persons who accept a limited duration appointment who were not formerly regular status Agency employees shall have no layoff rights except as provided in Section 3(b).
- (d) That persons who accept limited duration appointments who were formerly regular status Agency employees are entitled to rights under the Article 25 layoff procedure based on the employee's former regular status classification.
- (e) That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

ARTICLE 47 – VOLUNTARY MEDICAL SEPARATION

Section 1.

A regular status employee with a serious health condition who has exhausted all of their 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 they 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 they are fit to return to work full-time without restrictions.
- b. The position the employee may be recalled back to is in the same classification they 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.

ARTICLE 48 – EXIT INTERVIEWS

- A. If a regular status employee provides timely notice that they are voluntarily separating from Agency service, the Agency will offer an exit interview that focuses on the reason(s) for the employee leaving Agency service and what changes they recommend to the Agency to improve Agency operations, or,
- B. A Department of Administrative Services written instrument.
- C. Upon request, but no more than two (2) times a year, the Union can receive a report of the Department of Administrative Services written instrument results from employee feedback on their Agency experience.

NEW: 2019

LETTER OF AGREEMENT - Article 16 – Part Time Medical Insurance Computation and Subsidy

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

For Plan Years 2019, 2020 and 2021 the Employer will pay ninety five percent (95%) and the employee will pay five percent (5%) of the monthly premium 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 of PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For 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 calculated per Article 16, Section 2 (Insurance) as follows:

Part Time Employees Insurance:

Part Time premium rate x Employer contribution percentage x the ratio of paid regular hours to full time hours to the nearest full percent = Employer contribution.

In addition, there shall be a subsidy based on the employee's coverage tier for Plan Years 2019, 2020 and 2021. The part time subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

LETTER OF AGREEMENT – Article 16, 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, 2021.

LETTER OF AGREEMENT - 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 their 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 their 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 25, 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 39 (Filling of Vacancies), this Article shall prevail.
- (c) An employee may exercise all applicable rights under Article 25 (Layoff).

Section 5.

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

- (a) The Employer agrees that all AFSCME represented state agencies will conduct a feasibility study in instances of contracting out work performed by bargaining unit employees when contracting out will result in displacement of bargaining unit employees.
- (b) The Parties agree that AFSCME-represented agencies will send directly to AFSCME's Executive Director and to DAS CHRO 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.

LETTER OF AGREEMENT - 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 the LOA on Contracting Out 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, 2021.

LETTER OF AGREEMENT – Labor Management Committee Updates

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

The purpose of this Agreement is to jointly and respectfully request that the Labor Management Committee review its Meeting Procedures and consider potential revisions to the “Issues to be considered”. Potential revisions may include communication regarding substantive program changes, coverage of position vacancies and adequate time to allow the Represented Members of the committee time to solicit feedback from their members in advance of the meeting.

This Letter of Agreement will sunset June 30, 2021.

LETTER OF AGREEMENT – PERS DIVERSION

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

The Parties acknowledge that challenges have been or may be filed that contest the legislation enacted by the 2019 Legislative Assembly, including SB1049. Nothing in this Agreement shall constitute a waiver of any Party's rights, claims or defenses with respect to the above.

This Agreement becomes effective on the date of the last signature below and ends June 30, 2021.

LETTER OF AGREEMENT – HB2016-B BARGAINING

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

HB2016-B at subsection 4(3) enables the Union to reopen the Agreement and bargain on specific subjects addressed in subsection 4.

The Parties agree that each has had the opportunity during its bargaining for the 2019-2021 local agreements to submit proposals and counterproposals to bargain on subjects in subsection 4 of the law. Therefore, each Party has fulfilled its duty to bargain on subjects it has addressed and neither Party shall be required to reopen any local agreement nor have the duty to bargain again during the term of the 2019-2021 local agreements on subjects addressed subsection 4.

This Agreement becomes effective on the effective date of a local agreement and expires June 30, 2021.

LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS

3. Notice

- a. The Employer shall provide the Union, in an editable digital file format, the following information for each employee quarterly:
 - i. Employee name; date of hire; EIN
 - ii. Contact information, including: cell, home and work telephone numbers (when available);
 - iii. Means of electronic communication, including work, personal electronic mail address;
 - iv. Home address or personal mailing address; and
 - v. Department/Agency/Office, Job Classification, Job Title, base salary, and work site location.
- b. Each business day, the Employer shall provide a report of newly hired AFSCME represented workers as long as the new hire business process has been successfully completed in the business day prior.
- c. The State CHRO information unit will provide AFSCME with a report of new, terminated, retired or transferring employees in AFSCME covered positions no later than the 10th of each month.

4. New Employee Orientation

- a. Within the first ten (10) calendar days from the date of hire, the Union representative shall be granted thirty (30) minutes of paid time to meet with the new employees without loss of pay.
- b. Employees within their first ninety (90) calendar days of employment shall be allowed an additional sixty (60) minutes of paid time to meet with a Union representative for follow-up orientation issues without loss of pay.

LETTER OF AGREEMENT – SALARY BENEFIT SURVEY

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Agencies that are within the jurisdiction of the AFSCME Central Table (Agencies) and AFSCME Council 75 (Union). The purpose of this Agreement is set forth timelines and commitments to conduct a salary/benefit survey on selected classifications listed below in preparation for 2021-2023 biennial bargaining.

The Parties agree to the following:

1. The Employer shall conduct a total compensation salary/benefit survey for the following classifications: Executive Support Specialist 1, Office Specialist 2, Administrative Specialist 1-2 and Operations and Policy Analyst 1-4.
2. The Employer shall complete the survey no later than November 30, 2020 and shall send the survey results to the Union in writing.
3. Either Party may add additional classifications to the survey prior to July 1, 2020.
4. Both Parties will have the opportunity to choose whether to submit bargaining proposals in December 2020 on the subject of selective salary adjustments for the above classifications.

LETTER OF AGREEMENT – STATE WORKER TRAINING FUND

The Parties recognize that both the State and its workers benefit from workers understanding their different health care options, understanding their retirement benefits and finding solutions to increase wellness and equity in the workplace

Therefore, the State of Oregon, along with participating unions will work together to come up with creative and long-term solutions by working in collaboration to develop and deliver the trainings.

In order to accomplish these goals, the Parties will:

- Establish a State Worker Training and Education Fund (“State Worker Training Fund”), appoint the State Worker Fund governing board of trustees of ten (10) people with equal representation from union representatives and Employers, and hire a qualified leader (“Director”) to report to such board of trustees.
 - Union Representatives will be split proportionally between participating labor unions.
- Fund the start-up of the State Worker Training Fund from October 1, 2019 to June 30, 2020. The start-up will be funded by an Agency assessment of one cent (\$0.01) per hour per employee of straight-time worked that would be due to the trust no later than October 1, 2019 in order to hire a director and choose one (1) or two (2) pilot locations to learn and adjust a roll out of a statewide plan. Ongoing, State Worker Training Fund will be funded two cents (\$0.02) per hour worked, including all paid leaves, per employee starting July 1, 2020 with a goal of the training and resources being available statewide by January 1, 2021. Agencies can pay monthly. At a minimum, per hour payments will be paid quarterly.
 - Agencies with under fifty (50) employees shall not make per hour payments.

The State Worker Training Fund will develop a plan to deliver trainings and programs on:

- PEBB and PERS. The PEBB and PERS training will be mandatory for new hires and the PEBB training will be offered within fourteen (14) days of a new hire. When possible, employees’ will sign up for their health insurance after going through the PEBB training.
- Organizational Equity and Inclusion. Creating trainings focused on ensuring nondiscrimination and best practices to equity and inclusion in the workplace.
- Wellness. The wellness initiatives should focus on agencies where there are clear challenges identified by management and bargaining unit. The trust shall identify one (1) Agency to pilot the wellness initiative.
- After a program is developed for the first three (3) stated goals, the Board of Trustees will discuss other programs that potentially meet goals identified by the State and the Unions.

Timeline:

By October 1, 2019, each Party shall bind itself to the Trust Fund Agreement(s). The Trust Agreement will include:

- How trustees are appointed and removed

- Terms of a trustee's appointment
- Quorum requirements
- Meeting requirements
- Powers/ability to call a special meeting of the board
- Votes and quorum requirements
- Liability provisions
- Specific provisions outlining the necessary authority for the trustees to manage and administer the State Worker Training Fund and Program
- Investment provisions
- Investment standards
- Enforcement mechanisms for the Contribution Agreement
- Specific provisions outlining terms for amendments, mergers, termination of the trust
- Establishing benchmarks and metrics. The Trust will produce an annual progress report beginning June 2021 that includes an operating plan for the upcoming year and a report back on the operating benchmarks and metrics for approval by the State's CCO and the Unions' Executive Director.

By December 1, 2019 the Parties will use best efforts within the legal framework of the Trust Board to adopt a detailed plan for Training Fund operation, including establishing specific training objectives, performance benchmarks, expected outcomes, and hire a Director.

By February 1, 2020 the trust will set up a minimum of one (1) pilot and a goal of two (2) based on budget and plan.

LETTER OF AGREEMENT – CONTRACT SPECIALIST

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

The purpose of this Agreement is to establish Employer paid Contract Specialists to improve labor/management relationship at all levels of state government.

The Parties agree to the following:

Selection and Appointment of Contract Specialists:

- A. The appointment of a full time Contract Specialist shall be authorized only from Agencies that currently have fifty (50) or more bargaining unit FTE positions.
- B. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- C. The Union may have no more than one (1) Contract Specialist for every two thousand (2,000) FTE bargaining unit positions from Agencies that are within the jurisdiction of the AFSMCE Central Table and Department of Corrections.
- D. The duration of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- E. The Parties shall establish an agreement which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment.
- F. Employees selected as Contract Specialist must maintain all necessary certifications, licensures and training requirements of their Agency position with costs and reimbursements if applicable governed under the Agreement.
- G. While the State is the Employer of record, the Union has the sole control, oversight and direction of employees appointed as Contract Specialists. Therefore, the Union shall indemnify and save the Employer harmless from any and all costs, should any arise, associated with actions taken by the Contract Specialist on behalf of the Union.
- H. In the event the Employer/Agency determines a Contract Specialist is potentially violating law or not complying with Employer/Agency policies or the local Agency Collective Bargaining Agreement, the Agency shall immediately notify the Union. The Agency shall investigate the matter and take action as necessary consistent with the local Agency Collective Bargaining Agreement including disciplinary action. Before any Agency action is taken, the Union may remove the employee from the assigned worksites.

Pay and Benefits:

- A. The Agency shall continue to pay salary and benefits which includes pension contribution, insurance and paid leave time consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist the specifics which will be noted in the employee's Contract Specialist agreement.
- B. Contract Specialists shall submit monthly timesheets recording a maximum of forty (40) hours of work each week. The timesheet shall be signed and verified

- by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.
- C. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the applicable local Agency Collective Bargaining Agreement.
 - D. Where the Union has designated Contract Specialist, the Agency shall pay up to eighty-five thousand (\$85,000) a year for the Contract Specialist which includes pay and benefits. Any costs above eighty-five thousand (\$85,000) per year shall be paid by the Union by reimbursing the Agency using Agency established policies and procedures for reimbursement.
 - E. The Agency shall not be liable for any overtime costs while the Contract Specialist is on assignment with the Union.

Travel and Reimbursements:

- A. Time spent traveling on behalf of the Union shall be on Agency time.
- B. The Union shall be responsible for all travel expenses including but not limited to mileage, lodging, meals and other incidental travel expenses.
- C. Contract Specialists shall not use or be assigned a state car for travel.

Duties:

- A. The Contract Specialist, DAS Labor Relations Unit and Agency Human Resources staff shall work cooperatively when performing the following duties:
 - a. Interpret and administer the local Agency Collective Bargaining Agreement.
 - b. Education on the local Agency Collective Bargaining Agreement.
 - c. Provide guidance in grievance and problem resolution.
 - d. Improve steward capacity.
 - e. Work toward consistent application of the local Agency Collective Bargaining Agreement.
 - f. Provide guidance on developing and improving labor/management committees.
 - g. Participate in new employee orientation as provided for in the local Agency Collective Bargaining Agreement.
- B. If a DOJ attorney is appointed to serve as a Contract Specialist, the attorney shall stipulate in the signed agreement that they will not practice law as that term is used in law and Oregon State Bar rules, regulations, official opinions and decisions.
- C. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist.
- D. The Contract Specialist shall not be assigned duties that involve strike preparation, strike planning, strike coordination activities or interest arbitration preparation.

Dispute Resolution:

Notwithstanding any agreements that include grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Letter of Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there no resolution, the

moving party may request arbitration. The Parties shall use the arbitration procedure outlined in the agreement where the employee is employed.

Indemnification:

The Union shall indemnify and the Union and Contract Specialists hold the Employer and 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 Employer/Agency for the purpose of complying with this Letter of Agreement on Contract Specialists.

The Union shall not indemnify the Employer/Agency for grievance/arbitration disputes.

Term of Agreement:

This Agreement becomes effective on the date of the last signature and ends on June 30, 2021 unless renewed by the Parties or the Parties agree to amend its provisions.

ATTACHMENT A - OFFICIAL GRIEVANCE FORM



AFSCME LOCAL _____

STEP _____

OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____

WORK LOCATION _____ IMMEDIATE SUPERVISOR _____

TITLE _____

STATEMENT OF GRIEVANCE:

List applicable violation: _____

Adjustment required: _____

I authorize the A.F.S.C.M.E. Local _____ as my representative to act for me in the disposition of this grievance

Date _____ Signature of Employee _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

Disposition of Grievance: _____

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

ORIGINAL TO _____

COPY _____

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.

ATTACHMENT B - CLASSIFICATION PLAN WITH SALARY RANGES

Effective as of Date	5/1/2020
Job Profile	SR
Accountant 1	21
Accountant 2	23
Accountant 3	27
Accountant 4	30
Accounting Technician 1	13
Accounting Technician 2	18
Accounting Technician 3	19
Administrative Specialist 1	17
Administrative Specialist 2	20
Compliance Specialist 1	21
Compliance Specialist 2	25
Compliance Specialist 3	29
Data Entry Operator	11
Environmental Specialist 1	20
Environmental Specialist 2	23
Environmental Specialist 3	26
Executive Support Specialist 1	17
Executive Support Specialist 2	20
Facility Maintenance Specialist	18
Facility Operations Specialist 1	24
Fiscal Analyst 1	23
Fiscal Analyst 2	27
Fiscal Analyst 3	30
Fiscal Auditor 1	23
Fiscal Auditor 2	26
Information Systems Specialist 1	17I
Information Systems Specialist 2	21I
Information Systems Specialist 3	24I
Information Systems Specialist 4	25I
Information Systems Specialist 5	28I
Information Systems Specialist 6	29I
Information Systems Specialist 7	31I

Information Systems Specialist 8	33I
Natural Resource Specialist 1	21
Natural Resource Specialist 2	24
Natural Resource Specialist 3	27
Natural Resource Specialist 4	30
Natural Resource Specialist 5	32
Office Coordinator	15
Office Specialist 1	13C
Office Specialist 2	15C
Paralegal	23
Park Ranger Assistant	12
Planner 1	23
Planner 2	27
Planner 3	30
Planner 4	32
Procurement & Contract Specialist 1	23
Procurement & Contract Specialist 2	27
Procurement & Contract Specialist 3	29
Procurement And Contract Assistant	19
Program Analyst 1	23
Program Analyst 2	27
Program Analyst 3	29
Program Analyst 4	31
Public Service Representative 2	13C
Public Service Representative 4	20
Training & Development Specialist 1	23
Training & Development Specialist 2	27

APPENDIX C – SALARY ALIGNMENT SQUARED COMPENSATION PLAN

<u>Salary Range</u>	<u>Pay Range Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>
3	AP									2600
7	AP									2680
9	AP							2680	2786	2881
10	AP						2680	2786	2881	3000
11	AP					2680	2786	2881	3000	3129
12	AP				2680	2786	2881	3000	3129	3262
13	AP			2680	2786	2881	3000	3129	3262	3403
13C	AP		2680	2786	2881	3000	3129	3262	3403	3563
14	AP		2680	2786	2881	3000	3129	3262	3403	3563
15	AP	2680	2786	2881	3000	3129	3262	3403	3563	3737
15C	AP	2733	2831	2940	3064	3196	3333	3482	3650	3827
16	AP	2786	2881	3000	3129	3262	3403	3563	3737	3917
17	AP	2881	3000	3129	3262	3406	3563	3737	3917	4103
18	AP	3000	3129	3262	3403	3563	3737	3917	4097	4292
19	AP	3129	3262	3403	3563	3737	3917	4097	4292	4509
20	AP	3262	3403	3563	3737	3917	4097	4292	4509	4724
21	AP	3403	3563	3737	3917	4097	4292	4509	4724	4948
22	AP	3563	3737	3917	4097	4292	4509	4724	4948	5188
23	AP	3737	3917	4097	4292	4509	4724	4948	5188	5437
24	AP	3917	4097	4292	4509	4724	4948	5188	5437	5706
25	AP	4097	4292	4509	4724	4948	5188	5437	5706	5988
26	AP	4292	4509	4724	4948	5188	5437	5706	5988	6275
27	AP	4509	4724	4948	5188	5437	5707	5988	6275	6585
28	AP	4724	4948	5188	5437	5706	5988	6275	6585	6901
29	AP	4948	5188	5437	5706	5988	6275	6585	6901	7242
30	AP	5188	5437	5706	5988	6275	6585	6901	7242	7599
31	AP	5437	5706	5988	6275	6585	6901	7242	7598	7976
32	AP	5706	5988	6275	6585	6901	7242	7598	7976	8370
33	AP	5988	6275	6585	6901	7242	7598	7976	8370	8762
37	AP	7241	7593	7976	8370	8762	9205	9650	10125	10621

Effective July 1, 2019 or on the first of the month following ratification of a local agreement or upon the date of receipt of an interest arbitration award whichever is later, align all salary ranges across AFSCME Central Table classification to ensure rates within the same salary range are the same across agencies. This shall apply to salary ranges with a Pay Option A and a Range Option P only. The following classifications are excluded from this alignment:

- Juvenile Parole and Probation Assistants (6633)
- Juvenile Parole and Probation Officers (6634)
- Mental Health Registered Nurse (6208)
- Staff Development Nurse (6226)
- Registered Nurse Epidemiologist (6219)
- Nurse Practitioner (6255)

- Mental Health Therapy Technician (6710)
- Licensed Practical Nurse (6135)
- Dentists (7510)
- Deputy State Fire Marshall (5561)
- Deputy State Fire Marshall/Entry (5560)
- Physician Specialist (7517)
- Assistant Attorney General (7504)
- Senior Assistant Attorney General (7505)
- Information Systems Specialist 1-8, Pay Option I (1481-1488)
- Natural Resource Specialist 3-5, Pay Options B,C,D (8503-8505)
- Public Service Representative 3, Pay Option V (0323)

Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the rate printed in the CBA.

*Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the agreements.

ATTACHMENT D - SALARY SCHEDULES

SALARY SCHEDULE AS OF MAY 1, 2020										
Salary Range	Pay/Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
11	AP					2738	2846	2943	3065	3196
12	AP				2738	2846	2943	3065	3196	3332
13	AP			2738	2846	2943	3065	3196	3332	3476
13C	AP		2738	2846	2943	3065	3196	3332	3476	3640
15	AP	2738	2846	2943	3065	3196	3332	3476	3640	3817
15C	AP	2792	2892	3003	3130	3265	3405	3557	3728	3909
17	AP	2943	3065	3196	3332	3479	3640	3817	4001	4191
17I	IP	3049	3177	3305	3450	3612	3782	3956	4139	4333
18	AP	3065	3196	3332	3476	3640	3817	4001	4185	4384
19	AP	3196	3332	3476	3640	3817	4001	4185	4384	4606
20	AP	3332	3476	3640	3817	4001	4185	4384	4606	4826
21	AP	3476	3640	3817	4001	4185	4384	4606	4826	5054
21I	IP	3518	3684	3856	4034	4223	4423	4628	4847	5072
23	AP	3817	4001	4185	4384	4606	4826	5054	5300	5554
24I	IP	4026	4217	4418	4621	4838	5067	5304	5553	5816
24	AP	4001	4185	4384	4606	4826	5054	5300	5554	5829
25	AP	4185	4384	4606	4826	5054	5300	5554	5829	6117
25I	IP	4370	4574	4786	5014	5249	5495	5753	6024	6308
26	AP	4384	4606	4826	5054	5300	5554	5829	6117	6410
27	AP	4606	4826	5054	5300	5554	5830	6117	6410	6727
28I	IP	4876	5109	5346	5600	5862	6137	6427	6730	7047
29	AP	5054	5300	5554	5829	6117	6410	6727	7049	7398
29I	IP	5217	5459	5718	5987	6271	6564	6873	7199	7535
30	AP	5300	5554	5829	6117	6410	6727	7049	7398	7762
31	AP	5554	5829	6117	6410	6727	7049	7398	7761	8147
31I	IP	5776	6048	6333	6630	6943	7271	7612	7969	8341
32	AP	5829	6117	6410	6727	7049	7398	7761	8147	8550
33I	IP	6293	6588	6900	7226	7569	7922	8299	8695	9107

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SALARY SCHEDULE AS OF JULY 1, 2020											
Salary Range	Pay/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Option										
11	AP					2738	2846	2943	3065	3196	3332
12	AP				2738	2846	2943	3065	3196	3332	3476
13	AP			2738	2846	2943	3065	3196	3332	3476	3640
13C	AP		2738	2846	2943	3065	3196	3332	3476	3640	3817
15	AP	2738	2846	2943	3065	3196	3332	3476	3640	3817	4001
15C	AP	2792	2892	3003	3130	3265	3405	3557	3728	3909	4099
17	AP	2943	3065	3196	3332	3479	3640	3817	4001	4191	4384
17I	IP	3049	3177	3305	3450	3612	3782	3956	4139	4333	4536
18	AP	3065	3196	3332	3476	3640	3817	4001	4185	4384	4606
19	AP	3196	3332	3476	3640	3817	4001	4185	4384	4606	4826
20	AP	3332	3476	3640	3817	4001	4185	4384	4606	4826	5054
21	AP	3476	3640	3817	4001	4185	4384	4606	4826	5054	5300
21I	IP	3518	3684	3856	4034	4223	4423	4628	4847	5072	5307
23	AP	3817	4001	4185	4384	4606	4826	5054	5300	5554	5829
24	AP	4001	4185	4384	4606	4826	5054	5300	5554	5829	6117
24I	IP	4026	4217	4418	4621	4838	5067	5304	5553	5816	6091
25	AP	4185	4384	4606	4826	5054	5300	5554	5829	6117	6410
25I	IP	4370	4574	4786	5014	5249	5495	5753	6024	6308	6605
26	AP	4384	4606	4826	5054	5300	5554	5829	6117	6410	6727
27	AP	4606	4826	5054	5300	5554	5830	6117	6410	6727	7049
28I	IP	4876	5109	5346	5600	5862	6137	6427	6730	7047	7379
29	AP	5054	5300	5554	5829	6117	6410	6727	7049	7398	7762
29I	IP	5217	5459	5718	5987	6271	6564	6873	7199	7535	7887
30	AP	5300	5554	5829	6117	6410	6727	7049	7398	7762	8147
31	AP	5554	5829	6117	6410	6727	7049	7398	7761	8147	8550
31I	IP	5776	6048	6333	6630	6943	7271	7612	7969	8341	8730
32	AP	5829	6117	6410	6727	7049	7398	7761	8147	8550	8950
33I	IP	6293	6588	6900	7226	7569	7922	8299	8695	9107	9539

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SALARY SCHEDULE AS OF OCTOBER 1, 2020											
Salary Range	Pay/Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	Option										
11	AP					2820	2931	3031	3157	3292	3432
12C	AP			2769	2876	2979	3093	3224	3363	3507	3658
13	AP			2820	2931	3031	3157	3292	3432	3580	3749
13C	AP		2820	2931	3031	3157	3292	3432	3580	3749	3932
15	AP	2820	2931	3031	3157	3292	3432	3580	3749	3932	4121
15C	AP	2876	2979	3093	3224	3363	3507	3664	3840	4026	4222
17	AP	3031	3157	3292	3432	3583	3749	3932	4121	4317	4516
17I	IP	3140	3272	3404	3554	3720	3895	4075	4263	4463	4672
18	AP	3157	3292	3432	3580	3749	3932	4121	4311	4516	4744
19	AP	3292	3432	3580	3749	3932	4121	4311	4516	4744	4971
20	AP	3432	3580	3749	3932	4121	4311	4516	4744	4971	5206
21	AP	3580	3749	3932	4121	4311	4516	4744	4971	5206	5459
21I	IP	3624	3795	3972	4155	4350	4556	4767	4992	5224	5466
23	AP	3932	4121	4311	4516	4744	4971	5206	5459	5721	6004
24	AP	4121	4311	4516	4744	4971	5206	5459	5721	6004	6301
24I	IP	4147	4344	4551	4760	4983	5219	5463	5720	5990	6274
25	AP	4311	4516	4744	4971	5206	5459	5721	6004	6301	6602
25I	IP	4501	4711	4930	5164	5406	5660	5926	6205	6497	6803
26	AP	4516	4744	4971	5206	5459	5721	6004	6301	6602	6929
27	AP	4744	4971	5206	5459	5721	6005	6301	6602	6929	7260
28I	IP	5022	5262	5506	5768	6038	6321	6620	6932	7258	7600
29	AP	5206	5459	5721	6004	6301	6602	6929	7260	7620	7995
29I	IP	5374	5623	5890	6167	6459	6761	7079	7415	7761	8124
30	AP	5459	5721	6004	6301	6602	6929	7260	7620	7995	8391
31	AP	5721	6004	6301	6602	6929	7260	7620	7994	8391	8807
31I	IP	5949	6229	6523	6829	7151	7489	7840	8208	8591	8992
32	AP	6004	6301	6602	6929	7260	7620	7994	8391	8807	9219
33I	IP	6482	6786	7107	7443	7796	8160	8548	8956	9380	9825

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SIGNATURE PAGE – TO BE INSERTED

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Labor Relations Unit
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The official version of this Agreement is held by the Department of Administrative Services Labor Relations Unit on its electronic files at the website below. The Department of Administrative Services does not recognize any other copies or publications of this Agreement.

Electronic version of the Agreement located at:
<http://www.oregon.gov/das/HR/Pages/LRU.aspx>