COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF ADMINISTRATIVE SERVICES

on behalf of

THE EMPLOYMENT DEPARTMENT OFFICE OF ADMINISTRATIVE HEARINGS

and

AFSCME

LOCAL 3581 / COUNCIL 75, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFL-CIO)

2019 - 2021

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TABLE OF CONTENTS

Contents

PREAMBLE…… 1
ARTICLE 1 - RECOGNITION 1
ARTICLE 2 - UNIT CLARIFICATION 1
ARTICLE 3 - LAWS AND REGULATIONS 1
ARTICLE 4 - COMPLETE AGREEMENT/INTERIM BARGAINING 2
ARTICLE 5 - MANAGEMENT RIGHTS 2
ARTICLE 6 - STRIKES, PICKETS AND LOCKOUTS 2
ARTICLE 7 - UNION RIGHTS 2
ARTICLE 8 - UNION SECURITY 6
ARTICLE 9 - JOB STEWARDS 6
ARTICLE 10 - LABOR/MANAGEMENT COMMITTEE 7
ARTICLE 11 - LEGISLATIVE ACTION 7
ARTICLE 12 - SAVINGS 8
ARTICLE 13 - DISCIPLINE/DISCHARGE 8
ARTICLE 14 - GRIEVANCE PROCEDURE 9
ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION 12
ARTICLE 16 - AGENCY PERSONNEL POLICIES 13
ARTICLE 17 - EDUCATION AND TRAINING 13
ARTICLE 18 - CLASSIFICATION AND CLASSIFICATION CHANGES 14
ARTICLE 19 - LAYOFF 18
ARTICLE 20 - SALARY ADMINISTRATION 22
ARTICLE 21 - RECOUPMENT OF WAGE/BENEFIT OVER/UNDERPAYMENTS 23
ARTICLE 22 - OVERTIME 24
ARTICLE 23 - BILINGUAL DIFFERENTIAL 25
ARTICLE 24 - LEADWORK DIFFERENTIAL 25
ARTICLE 25 - WORKERS COMPENSATION 26
ARTICLE 26 - SALARIES 26
ARTICLE 27 - HEALTH AND WELFARE 27
ARTICLE 28 - LIMITED DURATION APPOINTMENT 28
ARTICLE 29 - PAY DAY AND PAY ADVANCES 29
ARTICLE 30 - TRIAL SERVICE 29
ARTICLE 31 - TRAVEL, MILEAGE AND MOVING ALLOWANCE 30
ARTICLE 32 - POSITION DESCRIPTIONS 30
ARTICLE 33 - FILLING OF VACANCIES 31
ARTICLE 34 - HEALTH AND SAFETY 31
ARTICLE 35 - WORKWEEK/WORK HOURS 34
ARTICLE 36 - PERSONNEL RECORDS 35
ARTICLE 37 - VACATION LEAVE 36
ARTICLE 38 - SICK LEAVE 40
ARTICLE 39 - HOLIDAYS 41
ARTICLE 40 - HARDSHIP LEAVE 42
ARTICLE 41 – INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE 43
ARTICLE 42 - OTHER LEAVES 46
ARTICLE 43 - GEOGRAPHICAL RELOCATION 48
ARTICLE 44 - SUCCESSOR NEGOTIATIONS 49
ARTICLE 45 - TERM OF AGREEMENT 49
ARTICLE 46 – TEMPORARY INTERRUPTION OF EMPLOYMENT 49
ARTICLE 47 – CONTRACTING OUT 49
ARTICLE 48 – WITHDRAWAL OF RESIGNATION 51

ARTICLE 49 - VOLUNTARY MEDICAL SEPARATION 52
ARTICLE 50 – EXIT INTERVIEWS 53
LETTER OF AGREEMENT - ARTICLE 27 – PART TIME MEDICAL INSURANCE COMPUTATION AND SUBSIDY 54
LETTER OF AGREEMENT – ARTICLE 27, PEBB MEMBER ADVISORY COMMITTEE 55
LETTER OF AGREEMENT - ARTICLE 47, CONTRACTING OUT 56
LETTER OF AGREEMENT – HB2016-B BARGAINING 57
LETTER OF AGREEMENT – SALARY BENEFIT SURVEY 58
LETTER OF AGREEMENT – PERS DIVERSION 59
LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS 60
LETTER OF AGREEMENT – STATE WORKER TRAINING FUND 61
LETTER OF AGREEMENT – CONTRACT SPECIALIST 63
ATTACHMENT A - OFFICIAL GRIEVANCE FORM 66
APPENDIX A – COMPENSATION PLAN 67
APPENDIX B – SALARY SCHEDULES 68
APPENDIX C – SALARY ALIGNMENT SQUARED COMPENSATION PLAN 69
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PREAMBLE

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

ARTICLE 1 - RECOGNITION

Section 1.

(a) Pursuant to HB 2525, the Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for all classified employees classified as Liquor Control Commission Hearing Officer, Construction Contractors Board Hearing Officer, Office Specialist 2 and Administrative Specialist 1 or their successor classifications.

(b) The bargaining unit excludes temporary employees, supervisors, managerial and confidential employees as defined by law or determined by the Employment Relations Board and employees represented by other Unions.

Section 2.

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

ARTICLE 2 - UNIT CLARIFICATION

Section 1.

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

Section 2.

Before excluding from the bargaining unit any position filled by an AFSCME-represented employee, the Employer shall send a list of exclusions to the Union along with position descriptions. Those positions questioned by the Union shall be discussed with the Employer within ten (10) days from the date of notification.

ARTICLE 3 - LAWS AND REGULATIONS

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

ARTICLE 4 - COMPLETE AGREEMENT/INTERIM BARGAINING

Section 1.
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. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

Section 2.
Nothing in this Article is intended to inhibit the Agency from issuing directives and/or statements that interpret or effectuate a contractual obligation. However, a copy of such statements or directives shall be sent to the Union as soon as possible before implementation. Upon request of the Union, the Agency agrees to meet and discuss the directive or statement.

ARTICLE 5 - MANAGEMENT RIGHTS

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

ARTICLE 6 - STRIKES, PICKETS AND LOCKOUTS

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

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

ARTICLE 7 - UNION RIGHTS

Section 1.
The Union will select certain of its agents who are not Agency employees as “Union Representatives” and certify in writing their names to the Agency’s Appointing Authority. The Union will update the list of authorized Union Representatives as needed or requested by the Agency.

Section 2.
Union Representatives will be allowed to visit the work areas of bargaining unit employees during work hours, after advising the work section manager or designee of their presence for the purpose of meeting with employees regarding matters affecting their employment. Such visits are not to 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.

Section 4.
Upon request and approval of the local office or section manager for the facility, 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 the business of the Agency.

Section 5.
The Agency shall furnish each new employee with notice provided by the Union that the Union is the exclusive bargaining agent.

Section 6.
Not more than fifteen (15) minutes shall be granted for the Union to make a presentation at the orientation of a new employee or group of new employees or at such other time agreeable to the Agency. The purpose of the Union's presentation shall be the purpose of identifying the Union's status, organizational benefits, facilities, related information and distributing and collecting membership applications. This time is not be used for discussion of labor/management disputes. The Agency shall provide the Union advance notice of the time and place of new employee orientation meetings.

Section 7.
(a) The Agency shall provide a 36" X 24" bulletin board in all office locations owned or leased by the Agency for the Hearing Panel for the use of the Union in communications dealing with Union functions, meetings, elections, Union appointments and such other information as may be approved by the Agency's Appointing Authority or designee.
(b) Union Officers and Stewards shall have the authorization to post e-mail messages for internal Union business, as stated in subsection (a) above, where the Agency currently uses such a system, provided all of the following conditions are met:
    (1) Such messages shall be limited to short meeting announcements, meeting minutes or internal Union officer elections.
    (2) The electronic e-mail system shall not be used for interactive communications. All Union e-mail messages shall be labeled, "One-way communication, DO NOT RESPOND".
    (3) Usage shall comply with Agency policies applicable to all users such as protection of confidential information and security of equipment.
    (4) There shall be no additional cost to the Agency for use of the Agency's e-mail system; and
    (5) Authorized Union-represented employees who post messages to the system shall do so on their own time.

(6) E-mail usage shall be consistent with Agency Policy 03-21 (Acceptable Uses of State Electronics Information Systems).
(7) The Officers and Stewards of the Local may e-mail Agency bargaining unit employees consistent with the requirements outlined in this Article.
(8) The Agency reserves the right to trace, review, audit, access, intercept, recover or monitor use of its e-mail system without notice.
(9) Nothing in this Article shall be construed to abridge any rights of an Agency to control its e-mail system, its uses or information.
(10) E-mail usage shall not adversely affect the use of an Agency's computer system for Agency business.

This provision no longer applies when an Agency changes or discontinues a computer system and thereby loses the ability to maintain an electronic e-mail system.

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. 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 (1) 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 (2) 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 Unions 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.

Section 10. Names of Retirees.

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

Section 11. Reports

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

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

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

ARTICLE 8 - UNION SECURITY

Section 1. Dues Deduction.

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 for 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.

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ARTICLE 9 - JOB STEWARDS

Section 1.

The Agency shall recognize two (2) Job Stewards selected from Agency employees to represent Agency employees. The Union shall immediately notify the Agency of the names of Job Stewards and their successors upon their selection.

Section 2.

Stewards may receive but not solicit, and may discuss complaints and grievances of employees on the premises and time of the Agency, but only to such extent as does not neglect, retard or interfere with the work and duties of the Job Stewards or with the work or duties of employees. Upon notice to their immediate supervisor, Job Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances.

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

Section 3.

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

Section 4.
At the Union's request and subject to the operating requirements of the Agency, Job Stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay to attend the Union's Job Steward Training Session.

ARTICLE 10 - LABOR/MANAGEMENT COMMITTEE

Section 1.
The parties hereby establish a labor/management committee for the Office of Administrative Hearings. The committee will have two (2) employees from this bargaining unit appointed by the Union and two (2) Agency management employees unless the committee mutually agrees otherwise. The committee will meet at least quarterly. If a meeting is cancelled, the canceling party will initiate rescheduling of the meeting within two (2) weeks of the cancellation.

Section 2.
Committee members will be on pay status during the time spent in committee meetings. Approved time spent in meetings will not be charged to accrued leave or considered overtime worked.

Section 3.
The committee shall not have the authority to negotiate changes to employee working conditions, 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 practices.

Section 4.
The committee shall develop a charter consistent with Agency policy.

ARTICLE 11 - LEGISLATIVE ACTION

Section 1.
Provisions of this Agreement not requiring legislative funding, or statutory changes, before such provisions can be put into effect, shall be implemented on the effective date of this Agreement or as otherwise specified herein.

Section 2.
Upon signing this Agreement, both parties shall promptly submit, and jointly recommend to the Legislative Assembly or to the Emergency Board, the passage of the funding necessary to implement this Agreement.

Section 3.
Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Sections, then the Employer and Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided in Article 12 (Savings).

ARTICLE 12 - SAVINGS

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 13 - DISCIPLINE/DISCHARGE

Section 1.
The principles of progressive discipline shall be used when appropriate. Discipline shall include but not be limited to written reprimands, pay reduction, demotion, suspension and dismissal. Discipline shall be imposed only for just cause.

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, Chief Human Resource Office, Labor Relations Unit within thirty (30) calendar days from the effective date of the discharge.
(b) Written reprimands, reductions in pay, 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 Appointing Authority within thirty (30) calendar days from the effective date of the action.

Section 3.
(a) 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 Appointing Authority the employee may be suspended with pay or be allowed to continue work as specified in the predismissal notice.
(b) An employee reduced in pay, suspended or demoted shall receive written notice of the discipline with the specific charges and facts supporting the discipline.

Section 4.
The Agency will not formally discipline an employee in front of other employees or the public.

Section 5.
The Agency will forward all written reprimands, pay reductions, suspensions, demotions and discharges to the Union the same day the Agency notifies the employee.

Section 6.
Unauthorized absence of the employee from duty shall be deemed to be absence without pay and may be grounds for disciplinary action by the Agency. Employees may be allowed to cover such absences with accrued vacation or compensatory time if the Agency agrees extenuating circumstances existed. Any employee who is absent for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

Section 7.
(a) If the Agency conducts an investigation on an employee that involves an issue of merit, the employee will be notified of the investigation except in instances involving criminal, undercover or confidential investigations or any situation where the investigation might be jeopardized by such notice.
(b) Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1.
A grievance shall be defined as a dispute which arises concerning the application, meaning or interpretation of this Agreement and shall be processed in the following manner.

Section 2.
Grievances involving disciplinary action shall be filed pursuant to Article 13, Section 2 (Discipline and Discharge).

Section 3.
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:

Articles 1 and 2 (Recognition and Unit Clarification)
Article 4 (Complete Agreement/Interim Bargaining)
Article 15 (Equal Employment/Affirmative Action)
Article 18 (Classification and Classification Changes)

The following steps shall be used to process grievances:

Step 1. The employee, with or without Union representation, shall, within thirty (30) calendar days, file a grievance with the Chief Hearing Officer. The Chief Hearing Officer or designee, shall respond to the grievance within fifteen (15) calendar days from the receipt of the grievance. Grievances shall be submitted using the Official Grievance Form (Attachment A).

Step 2. If the grievance is not resolved at Step 1, the employee or Union may appeal the grievance in writing to the Agency Head 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. If the grievance is not resolved at Step 2, the employee or Union may appeal the grievance in writing to the Department of Administrative Services, Chief Human Resource Office, Labor Relations Unit. The Unit's representative shall respond within fifteen (15) calendar days from the date of receipt of the grievance.

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. 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.

Step 4. 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, Chief Human Resource Office, Labor Relations Unit within fifteen (15) calendar days from the date of response from the Labor Relations Unit. Failure to file for arbitration within the specified fifteen (15)-calendar day period shall constitute forfeiture of claim and the case shall be considered closed by all 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 4.
Neither the employee nor the Union shall expand upon the original elements and substance of the written grievance.

Section 5.
Time limits may be extended by agreement of the parties confirmed in writing.

Section 6.
Failure of the employee, or the Union on behalf of the employee, to comply with the time limits outlined above shall constitute abandonment of the grievance.

Section 7.
Once a bargaining unit employee files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union.

Section 8.
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.

(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 by 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 9.
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 10.
The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 11.
An employee may choose to proceed without Union representation as outlined in ORS 243.666(2) through Step 3 of the grievance procedure. However, only the Union may submit a grievance to arbitration.

Section 12.
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 the Union. In no case, however, will a grievance automatically advance to arbitration. If the employee or Union fails to meet the time limits specified herein, the grievance will be considered withdrawn and cannot be resubmitted.

Section 13.
All group grievances, which are defined as two (2) or more employees which involve two (2) or more immediate supervisors and grievances involving subject matter which is beyond the authority of the immediate supervisor to resolve, shall be filed at Step 2. All group grievances must be specific at the initial step of the grievance procedure and must detail the articles violated, all employees affected, and the reason for both.

Section 14. 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 15 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

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

Section 2.
Any and all complaints alleging any form of unlawful discrimination which are brought to the Union for processing will be submitted directly to the Agency administrator. If the complaint is not satisfactorily resolved within thirty (30) calendar days of its submission at the Agency administrator level, the employee shall, if they choose to proceed with the complaint, file the complaint with the Bureau of Labor and Industries or the Equal Employment Opportunity Commission (EEOC) for final resolution.

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

ARTICLE 16 - AGENCY PERSONNEL POLICIES

Section 1.
When a change in a written Agency personnel policy occurs, or when the Agency implements a new written personnel policy, the Agency shall send employees an e-mail message of the change(s).

Section 2.
(a) Should the Agency change a current written Agency personnel policy or establish a new written Agency personnel policy that involves a mandatory subject of bargaining, the Employer will notify the Union in writing. If the Union desires to bargain on the proposed change or new personnel policy, the Union shall demand to bargain within seven (7) calendar days of the date upon which the Union receives written notice of the proposed change or new personnel policy. The Employer and Union shall start bargaining on a date mutually agreed upon. Any agreement reached shall be reduced to writing.
(b) Alleged violations of Section 2(a) of this Article shall not be grievable but shall be addressed exclusively by unfair labor practice complaints under ORS 243.672(1)(e) or (2)(b). The Union agrees that any unfair labor practice complaint will be filed no later than ninety (90) calendar days after the receipt of written notice of the alleged unilateral change. Any Union demand to bargain on any Agency personnel policy changes that involves mandatory subjects of bargaining will be sent directly to the Employer.
(c) Notwithstanding Article 6 (No strike/No Lockout), if the Parties do not reach agreement, the Union may exercise its right to strike and the Employer may implement all or part of its last offer consistent with the dispute resolution procedures outlined in ORS 243 et seq.
(d) Time limits specified in this procedure must be observed unless either party requests and is granted a specific time extension. Such extension must be stipulated in writing and shall become part of the record.

Section 3.
Nothing in this Article is intended to inhibit the Agency from issuing directives and/or statements that interpret or effectuate a contractual obligation. However, a copy of such statements or directives shall be sent to the Union as soon as possible before implementation. Upon request of the Union, the Agency agrees to meet and discuss the directive or statement.

ARTICLE 17 - EDUCATION AND TRAINING

Section 1.
The Agency will determine training needs, programs, procedures and the selection of employees for training or educational opportunities.

Section 2.
(a) The Agency will pay incurred tuition/registration, allowable travel expenses and salary when the Agency directs employees to attend training.
(b) Employees may request Agency approval of job-related training and/or educational opportunities, and such requests will be considered based on job requirements, workload needs and funding.
(c) Training and educational opportunities will be timely posted on the Agency's electronic bulletin board, and may be posted in hard copy on Agency work site bulletin boards.

Section 3.
The Agency and the Union acknowledge that training and continuing legal education opportunities for professional employees who are FSLA-exempt are frequently available from sources outside the Agency and outside of state government, and that employee participation in such programs may be of significant benefit to both the employee and the Agency.

Section 4.
The Agency will offer approved First Aid and CPR training at least once each year. The Agency shall approve attendance by any employee who submits a written request to participate, in the form and within the time frames designated by the Agency.

Section 5.
The Agency shall report in writing to the Union, at least quarterly, regarding training and education for all Office of Administrative Hearings employees. Each report will include a complete listing of all Agency-directed training and the names of any employee directed to attend. Each report will also include a complete listing of all Office of Administrative Hearings employee requests for approval of job-related training and/or educational opportunities, including the name of the requesting employee, the training or educational opportunity requested, whether the Agency approved the request, and, if so, those expenses approved for payment by the Agency.

ARTICLE 18 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification
(a) When the Agency assigns an employee, in writing, for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) consecutive calendar days, that employee shall be paid at the first step in the assigned classification or five percent (5%) more than their current rate of pay, whichever is greater.
(b) When such assignments are made to work out of classification for more than ten (10) consecutive calendar 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.

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

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

(e) The Employer and/or the Agency will not circumvent the work out of classification provisions of this Article through serial assignments of the major distinguishing duties of higher level classifications.

Section 2. Review of Classification Series.

(a) The Agency shall notify the Union of any intended classification review or classification studies.

(b) Before implementing a new classification or a major revision to an existing classification the Parties, upon demand from the Union, will negotiate the pay rate, effective date and method of implementation.

Section 3. Reclassification Procedure.

(a) Employees request reclassification by submitting a Chief Human Resource Office Position Description Form and a written explanation with all relevant evidence for the proposed reclassification to the Agency Appointing Authority with a copy to the employee's immediate supervisor.

(b) The Agency shall review and verify the duties assigned to the position. Within sixty (60) days after receipt of the request, the Agency shall notify the employee of its findings. If the findings indicate reclassification, the Agency shall decide to seek approval if necessary or remove the duties.

Section 4. Upward Reclassification.

When a position is reclassified upward, a regular status employee shall be continued in the position. They shall be advanced to the next higher class with the same status held in the lower classification if they meet the minimum qualifications and training requirements. When a position is reclassed upward and the incumbent does not have regular status, the position will be filled competitively at the higher level.

Section 5. Downward Reclassification

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

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

(c) When an employee is reclassified downward, the employee's pay rate shall be the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and

the salary review and eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified.

(d) A regular status employee who is reclassed downward for non-disciplinary reasons shall be placed on the Agency layoff list and shall have recall rights pursuant to Article 19 (Layoff).

Section 6. Equal Reclassification Rate.

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

Section 7. Pay for Upward Reclassification.

Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then whatever step of a new salary range constitutes a pay increase.

Section 8. Pay Date of Upward Reclassification.

(a) Effective date of reclassification payment shall be the first of the month following the month in which the reclass request was received by the Agency Appointing Authority or designee.

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

Section 9. Pay for Upward Reclassification Denial.

If the Legislature or Emergency Board does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclass request was received by the Agency Appointing Authority or designee to the date the duties were removed.

Section 10. Denied Reclassification/Involuntary Reclassification Appeal Process

Agency Appeal:

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

Committee Appeal:

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

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

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

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

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this Article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall apportioned as in the arbitrators' judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the Agency's decision to stand unless they conclude that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the agency removes

the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

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

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

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

ARTICLE 19 - LAYOFF

Section 1. Alternative 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. Layoff Procedure.

A layoff is defined as a separation from service for involuntary reasons, other than resignations, not reflecting discredit on an employee. An employee and the Union shall be given written notice of layoff at least fifteen (15) calendar days before the effective date stating the reasons for the layoff.
The layoff procedure shall occur in the following manner:
(a) The Agency shall determine the specific positions to be vacated.

(b) Separate layoff lists will apply to full-time and part-time employees in a classification. Any full-time regular status employee shall be permitted to displace a part-time employee with less seniority. However, part-time employees shall not displace full-time employees. An initial trial service employee cannot displace any regular status employee.

(c) Temporary employees working in the classification and geographic area in which the layoff occurs shall be terminated before the layoff of trial service or regular status employees.

(d) A regular status employee notified of a pending layoff shall select one (1) of the following options, and communicate such choice in writing to the Agency's Appointing Authority within five (5) calendar days from the date of receipt of the written layoff notice:

(1) The employee may displace the employee in the Agency with the lowest seniority in the same classification for which they are qualified in the same geographic area in the Agency where the layoff occurs and regardless of bargaining unit representation.

(2) If no positions are accessible under Section 1, subsection (d) (1), the employee may bump the employee in the Agency with the lowest seniority in the same geographic area in any classification within the same salary range in which the employee held regular status, including any predecessor classifications.

(3) The employee may demote to the lowest seniority position in any classification for which they are qualified within the Agency and geographic area and regardless of bargaining unit representation provided the employee has exhausted their option for placement under Section 1(d) (1).

(4) The employee may elect to be laid off. Their name will be placed on the Agency Layoff List in seniority order.

(e) An employee exercising option 1(d) (1) or (2) must meet the minimum qualifications of the position as stated in the class specification, plus any special qualifications stated in the position description and must be capable of performing the specific requirement of the position within two (2) weeks. The Agency shall be the sole determinant of whether the employee is capable of performing such duties. The Agency's decision can be grieved by the affected employee.

If an employee cannot meet these requirements, the employee may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in the next lower position has lower seniority than the employee displacing or demoting in the same geographic area in which the layoff is taking place.

Section 3.

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

(a) One (1) point per month for each month of continuous service with the State. A break in service is a separation from the service without pay for more than ninety (90) calendar days. All part-time service shall be credited on a prorated basis. If an employee subsequently returns to employment after a ninety (90) day break in service, they shall not regain previously accrued seniority unless such break in service occurred due to a layoff. Periods of authorized leave without pay will not

count for seniority calculation. When a layoff is announced, seniority shall be frozen until the layoff and any subsequent bumping activity is completed.

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

(1) Length of continuous service in the employee's current classification at the time of layoff,

(2) Length of continuous service with the Agency.

Section 4.

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

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

Section 5.

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

Section 6.

(a) For purposes of Article 19 (Layoff), the two (2) geographic areas shall be as follows:

Portland: Tualatin, East Multnomah, Hillsboro, North Portland, Oregon City.

Salem: Salem, Central Offices

Other: For employees stationed at offices outside Portland and Salem, the geographic area shall be the city where the employee is officially stationed.

(b) Employees moving between offices in the same geographic area shall not be eligible for moving expenses.

Section 7. 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 (1) 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 Analysts (PTA) shall serve a trial service period consistent with the Department of Corrections 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.

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ARTICLE 20 - SALARY ADMINISTRATION

Section 1.

(a) Employees shall be eligible for consideration for merit 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 (a) or (b) above until the employee has reached the top step of the salary range.

(b) Management shall give written notice to an employee of withholding of a merit salary increase at least thirty (30) calendar days before the eligibility date, including a statement of the reason(s) it is being withheld. Withholding of a merit increase is grievable under Article 14 (Grievance Procedure).

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

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

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

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

Section 3. Salary on Promotion.
An employee shall be given an increase to the next higher rate in the new salary range effective on the date of promotion.

Section 4. Salary on Lateral Transfer.
An employee's salary shall remain the same when transferring from one (1) position to another which has the same salary range.

Section 5. Effect of Break in Service.
When an employee separates from the Agency and subsequently returns to the Agency, except as a temporary employee, the employee's previous salary eligibility date shall be adjusted by the amount of break in service.

Section 6. Rate of Pay on Appointment from Layoff List.
When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff.

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

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

(2) Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

(3) If there is no mutual agreement at the end of the thirty (30)-calendar day period, the Agency shall implement the repayment schedule stated in 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 recovered in a lump-sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

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

(c) 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.

ARTICLE 22 - 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. FLSA Non-Exempt Employees.

(a) Full- and part-time employees covered under the Fair Labor Standards Act shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off at the discretion of the employee for authorized overtime worked in excess of eight (8) hours in a day or forty (40) hours in a workweek. Overtime for employees working a four/ten (4/10) or alternative work schedule

shall be time and one-half (1-1/2) in the form of pay or compensatory time off at the discretion of the employee for authorized overtime worked in excess of ten (10) hours in a day if on a four/ten (4/10) schedule, or in excess of the agreed hours each day on an alternative schedule, or in excess of forty (40) hours in a work week. In no event shall such compensation be received twice for the same hours.

(b) For purposes of computing authorized overtime, all time for which an employee is compensated including holiday time and other paid leave shall be credited as time worked.

(c) Accrued compensatory time off must be taken within twelve (12) months from the time it is earned. If the Agency is unable to schedule such time off within this period, the employee shall be paid for the time accrued at their straight time rate of pay. Employees may accrue up to eighty (80) hours of compensatory time off.

Section 3. FLSA-Exempt Employees.

Full- and part-time employees not covered under the Fair Labor Standards Act shall receive time off for time worked in excess of forty (40) hours in a workweek at the rate of one (1) hour off for one (1) hour of overtime worked. This time off shall be utilized within one (1) year of being earned or shall be lost.

Section 4.

Overtime shall be computed to the nearest quarter hour. The Agency shall give reasonable notice of any overtime to be worked. No overtime is to be worked without the prior authorization of management except in emergent situations necessary to effect Agency services.

Section 5.

In the event that sufficient qualified staff do not voluntarily work overtime, such additional staff as are deemed by the Agency shall be required to work overtime.

Section 6.

No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one half (1-1/2) or to effect a "pyramiding" of overtime and all forms of premium pay.

ARTICLE 23 - BILINGUAL DIFFERENTIAL

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

ARTICLE 24 - LEADWORK DIFFERENTIAL

Section 1.

Leadwork Differential shall be defined as a differential as indicated in Section 4 below for employees who have been assigned by their supervisor in writing "leadwork" duties over two (2) employees in their classification for ten (10) consecutive work days or longer. Leadwork is where, on a recurring basis, while performing essentially the same duties as the workers led, the employee has been directed to perform all of the following functions: Orient new employees, when appropriate; assign and reassign tasks;

transmit established standards of performance to workers; review work of employees to ensure conformance of work standards; provide informal assessment of workers' performance to the supervisor; and train employees in new work methods.

Section 2.
When such leadwork assignments exceed ten (10) consecutive work days, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment.

Section 3.
Leadwork Differential shall not apply to voluntary training and development purposes which are mutually agreed in writing between the supervisor and employee.

Section 4.
The differential shall be five percent (5%) above the employee's current monthly base rate of pay. No application of this Article shall be construed or interpreted to provide for overtime at a rate exceeding time and one-half (1-1/2) or to effect a "pyramiding" of overtime and all forms of premium pay.

ARTICLE 25 - WORKERS COMPENSATION

Section 1.
An employee who sustained a compensable injury shall be reinstated to their former employment or employment of the employee's choice within the Agency, which the Agency has determined is available and suitable, upon demand for such reinstatement, provided that the employee is not disabled from the performing of the duties of such employment.

Section 2.
Upon initial return from the on-the-job injury, certification by the attending physician that the physician approves the employee's return to this regular employment shall be prima facie evidence that the employee should be able to perform such duties.

Section 3.
Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered under workers' compensation shall, if elected to be used by the employee, be equal to the difference between the workers compensation for lost time and the employee's regular straight time monthly salary. In such instances, prorated charges will be made against accrued sick leave. An employee who has exhausted earned sick leave shall have the option to use accrued compensatory time off and vacation leave during the period in which workers compensation is being received, and the salary paid for such a period shall be equal to the difference between the workers compensation for lost time and employee's regular straight time salary rate. In such instances, prorated charges will be made against accrued vacation and/or compensatory time off.

ARTICLE 26 - 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

(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%).

(1) 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 8. 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 27 - HEALTH AND WELFARE

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 Insurance Computation and Subsidy)

REV: 2015, 2017, 2019

ARTICLE 28 - LIMITED DURATION APPOINTMENT

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.

Section 2.
(a) No newly hired person on a limited duration appointment shall be entitled to layoff rights.
(b) A person appointed from regular status to a limited duration appointment shall be entitled to rights under the layoff procedure within the new Agency.

Section 3.
A person accepting such 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 classified State employees shall have no layoff rights.
(d) Those persons who accept a limited duration appointment who were formerly classified State employees are entitled to rights under the layoff procedure starting from the prior class within the new Agency.
(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 29 - PAY DAY AND PAY ADVANCES

Section 1.
All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or holiday, employee paychecks shall be made available on the last working day of the month. The Agency shall endeavor to pay any earned adjustment(s), other than regular pay, on the supplemental pay day designated by the Oregon State Payroll System. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release day. Any violation of this provision shall be cause for disciplinary action. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paycheck being included in the prior year's earnings for tax.

Section 2.
The parties agree that pay advances will be kept to an absolute minimum and are for emergencies. Within that context, employees may obtain an advance on their salary. The amount of the request shall not exceed sixty percent (60%) of gross pay earned, but shall be at least one hundred dollars ($100.00). Employees may submit requests up to the final monthly payroll cut off date. If any employee requests more than one (1) pay advance in any twelve (12)-month period, Agency management has the right to deny it.

ARTICLE 30 - TRIAL SERVICE

Section 1.
The trial service period is recognized as an extension of the selection process. All employees initially hired, promoted or reemployed in the same classification, shall serve a six (6) full calendar month trial service period.

Section 2.
(a) 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.
(b) An employee who is removed from trial service following a promotion or transfer, whether within or outside of this bargaining unit, shall have the right of return to the Agency and the classification or comparable salary level from which the

employee was promoted or transferred, unless charges are filed and they are discharged as provided in Article 13 (Discipline/Discharge).

Section 3.
An employee who is transferred to another position in the same classification, or different classification at the same salary range, in the Agency prior to completion of the trial service period shall complete the trial service period in the latter position by adding the service in the former position.

Section 4.
An employee's trial service period shall not be extended except in instances where an employee has a leave of absence without pay. Such leave of absence without pay shall extend the trial service period by the number of days of the leave of absence without pay. The parties may mutually agree to extend the trial service period for any agreed upon time period.

Section 5.
If an employee is removed from their position during their trial service period, the employee shall not have rights to appeal the Agency's decision by Article 14 (Grievance Procedure) or Article 13 (Discipline/Discharge).

Section 6. 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 or on the date of receipt of an interest arbitration award, whichever is later.

(d) This subsection applies to employees beginning their promotional trial service after the effective date of the local agreement.

REV: 2017

ARTICLE 31 - TRAVEL, MILEAGE AND MOVING ALLOWANCE

The Chief Human Resource Office Moving Allowance Policy (40.005.001) and the Department of Administrative Services Travel Policy dated October, 1997, as amended February 1, 2000 through the Letter of Agreement, will apply to this bargaining unit.

ARTICLE 32 - 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. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of Article 18 (Classification and Classification Changes).

The position description shall be subject to at least an annual review with the employee and any changes shall be developed by the employee and their supervisor. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.

ARTICLE 33 - FILLING OF VACANCIES

Section 1.
When the Agency chooses to fill a vacant Agency position, the Agency will post the vacancy by electronic email and on the State Job Listing for no less than ten (10) calendar days. Job announcements shall include a statement that the position is represented by the Union. The Agency will determine the manner and method of selection and determine the individual to fill the vacancy.

Section 2.
An Agency employee who applies for a transfer or promotion will be interviewed if the employee has passed the qualifying test for the vacant position and is active on the appropriate qualifying list.

Section 3.
An employee who was interviewed for a vacant Agency position and not selected may, upon request, obtain in writing an explanation for the reason(s) they were not selected for the position.

ARTICLE 34 - HEALTH AND SAFETY

Section 1.
The Employer and Agency agree to abide by the standards of health and safety in accordance with the Oregon Safe Employment Act.

Section 2.
Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer and Business Services. Such equipment, where provided, must be worn.

Section 3.
If an employee claims that assigned equipment is unsafe or might endanger their health, and for that reason refuses to use the equipment, the employee shall immediately give their reasons for this conclusion to their supervisor, in writing, who shall make an immediate determination in consultation with the Agency Safety Officer or their designee or a representative of the appropriate governmental agency as to the safety of the equipment in question. A Union representative or Job Steward may accompany the above representative and employee during this determination.

If an employee claims that a job assignment is unsafe or might endanger their health and for that reason refuses to carry out that assignment, the employee shall immediately give their reasons for this conclusion to their supervisor who shall make an immediate determination. If the supervisor is not available, the request shall be immediately directed to the next level of supervision for determination. Pending determination provided for in this Article, the employee shall be given suitable work elsewhere. If no suitable work is available, the employee shall be sent home.

Section 4.
Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger their health shall not be paid by the Agency unless the employee's claim is upheld.

Section 5.
If in the conduct of official duties, an employee is exposed to serious communicable disease which would require immunization or testing, or if required by the Agency, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee where immunization or testing will help prevent such disease from occurring. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted sick leave with pay for the time off from work required for the immunization or testing.

Section 6.
The Agency shall when practicable provide space to permit ill or injured employees to lie down until disposition of need.

Section 7.
The Agency shall provide and maintain first aid kits for use in emergencies. Said first aid kits shall be in all State-owned or leased facilities maintained by the Agency and vehicles and shall be available for emergency use.

Section 8. 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: 2017

ARTICLE 35 - WORKWEEK/WORK HOURS

Section 1.
The workweek is defined as seven (7) consecutive calendar days beginning on 12:01 a.m. on Monday and ending on the following Sunday at midnight. A workday is the twenty-four (24)-hour period beginning at 12:01 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) A regular work schedule is five (5) consecutive eight (8) hour days Monday through Friday. A four/ten (4/10) work schedule is a four (4) consecutive ten (10)-hour days. An alternative work schedule is a schedule that is not a regular or four/ten (4/10) work schedule.
(b) A four/ten (4/10) or an alternative work schedule may be authorized based on the Agency operational needs as determined by the Agency. An employee desiring a four/ten (4/10) or an alternative schedule must request such a schedule in writing. Requests shall include the reasons the employee believes the request will meet the operational needs of the Agency. However, the Agency's decision to grant or deny such requests or rescind approval of the employee's four/ten (4/10) or alternative work schedule shall not be arbitrary. Disagreements over the Agency's decision may only be grieved through Step 3 of the grievance procedure.
(c) A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employee and the supervisor. An employee may be allowed to work a flexible work schedule upon written approval of their request. No employee will be arbitrarily denied a flexible work schedule.

Section 3. Meal Periods.
Employees shall receive one (1)-hour unpaid meal period during each work shift. Whenever possible, meal periods shall be scheduled at the middle of the shift. A shorter or longer meal period may be allowed if by mutual agreement between the employee and the Employer.

Section 4. Professional Employees.
Professional employees, as defined by FLSA standards, are paid with a predetermined salary each week. Hours of work are defined as those hours of the day, days of the week for which the employees are required to fulfill the responsibilities of their professional positions. The workweek for professional employees shall begin at 12:01 a.m. on Monday and end on Sunday at 12:00 midnight.

The normal workweek under this Section shall be Monday through Friday.

Section 5.
Administrative Law Judges (ALJs) are responsible for accounting for the number of hours scheduled each workweek, with a minimum of forty (40) hours per workweek for

full-time employees or the established weekly hours for part-time employees. With prior management approval, an ALJ may account for scheduled hours by working during any hours in the Agency workweek. Management may require an ALJ granted such approval to be available or to be present at the ALJ's work location, or to travel, during reasonable and consecutive hours designated by management, based on operational needs, up to ten (10) hours in a weekday. Hours immediately before and after a meal break will be considered consecutive. Irrespective of Article 22, Section 2, such ALJ's shall not receive time off for time worked in excess of eight (8) hours per day.

Section 6.
Established work schedules will not be changed with less than ten (10)-calendar day's advance notice.

Section 7. 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: 2015

ARTICLE 36 - PERSONNEL RECORDS

Section 1.
An employee may, upon request, inspect the contents of their official Agency personnel files except for confidential reports from previous employers. No grievance shall be kept in the personnel files after the grievance has been resolved except the resolution.

Section 2.
No information reflecting critically upon an employee shall be placed in the employee's personnel files that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:

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

If an employee is not available within a reasonable period of time to sign the material or the employee refuses to sign the material, the Agency may place the material in the files provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the employee at their address of record.

Section 3.
If the employee believes that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare in writing their explanation or opinion regarding the prepared material. This shall be included as part of their personnel record until the material is removed.

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

Section 5.
Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of three (3) years. Such material shall, however, be removed after two (2) years, provided there has been no recurrence of the problem or a related problem in that time. Any leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 6.
An employee may, upon request, obtain copies of any of the contents of their personnel files except for confidential reports from previous employers.

Section 7. 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: 2019

ARTICLE 37 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.
After having served in the Agency service for six (6) months, full-time classified employees shall be credited with twelve (12) days of vacation leave and thereafter vacation leave shall be accumulated as follows:

After six (6) months through fifth (5th) year	Twelve (12) workdays for each twelve (12) months of service (eight (8) hours per month)

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

A full-time employee working less than a month shall accrue vacation leave on a pro rata basis, provided that the employee is in paid status thirty-two (32) hours or more in that month. If an employee has a break in service during the first year of employment and that break does not exceed two (2) years, the employee may be given credit for the time worked prior to the break in service. In order to facilitate the administration of leave records, vacation leave may be accrued on a monthly basis for employees who have completed six (6) full calendar months of service. Vacation accrual hours shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) calendar days.

Section 2. Vacation Leave for Part-Time Employees.

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

First (1st) month through sixtieth (60th) month	Twelve (12) workdays for each twelve (12) months of service (eight (8) hours per month)
Sixty-first (61st) month through one-hundred-twentieth (120th) month	Fifteen (15) workdays for each twelve (12) months of service (ten (10) hours per month)
One-hundred-twenty-first (121st) month through one-hundred-eightieth (180th) month	Eighteen (18) workdays for each twelve (12) months of service (twelve (12) hours per month)

One-hundred-eighty-first (181st) month through two-hundred-fortieth (240th) month	Twenty-one (21) workdays for each twelve (12) months of service (fourteen (14) hours per month)
Two-hundred forty-first (241st) month through three-hundredth (300th) month	Twenty-four (24) workdays for each twelve (12) months of service (sixteen (16) hours per month)
After three hundredth (300th)	Twenty-seven workdays for each twelve (12 months of service (eighteen (18) hours per month)

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

Section 3. Eligibility for Vacation Credits.
Time spent by an employee in actual State service or on Peace Corps, military, educational, or job-incurred disability leave without pay shall be considered as time in the State service in determining length of service for vacation credits.

Section 4. Restoration of Vacation Leave Credits.
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.

Section 5. Termination Vacation Pay.
An employee who is laid off or terminates after six (6) full calendar months of Agency service shall be paid upon separation from Agency service for accrued vacation time except as provided as set off for damages or misappropriation of State property or equipment. An employee on educational leave of absence without pay in excess of thirty (30) days shall be paid for vacation leave accrued up to the end of the last full month of service. Employees on military leave of absence may request payment for accrued vacation.

Section 6. Scheduling of Vacations.

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

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

Section 7. Vacation Accrual.
An employee shall be allowed to accumulate a maximum of three hundred fifty (350) hours of vacation leave; however, in the event of layoff, resignation, retirement or termination, any unused vacation up to three hundred (300) hours will be paid to the employee. 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.

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.

Section 8.
Vacations that have been scheduled may not be cancelled by the Agency except in the event of an emergency. When unrecoverable deposits for a scheduled vacation are incurred by an employee, their vacation shall not be cancelled. The Agency may require written proof of unrecoverable deposits. In the event of a schedule change caused by seniority or a transfer at the request of the employee, the provisions of this Section shall not apply.

Section 9.
Compensation for use of accrued vacation shall be at the employee's prevailing straight rate of pay.

Section 10.
In the event of an employee's death, resignation or termination all monies due him/her for accrued vacation and salary shall be paid as provided by law in the case of death and to the employee in case of resignation or termination.

Section 11. Vacation Cashout.
In addition to Article 11, Section 7 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 38 - 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 are in paid status at least thirty-two (32) hours shall accrue sick leave with pay on a pro rata basis.

Section 2. Eligibility for Sick Leave With Pay.
Employees shall be eligible for sick leave with pay immediately upon accrual.

Section 3. Determination of Service for Sick Leave With Pay.
Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee is in paid status thirty-two (32) hours or more in that month.

Section 4. Utilization of Sick Leave With Pay.

(a) Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon 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, domestic partner or the equivalent of each for domestic partners, 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 make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care.

(b) Definition of another member of the employee's immediate household includes where the person lives in the employee's home and the person is a legal dependent or the employee has legal custody of the person.

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, paid leave time, or sick leave without pay for any non-job-incurred injury or illness.

Section 6. Physician or Practitioner Certification of Illness or Injury.
Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of five (5) consecutive days and/or if the Agency has reasonable grounds to suspect that the employee is abusing sick leave privileges or in verification of a disability. The Agency may also require such certificate from the employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to

supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee may be disciplined pursuant to Article 13 (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 paid leave time or vacation leave as outlined in Article 25 (Workers Compensation), the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of that position.

Section 8. Loss of Sick Leave With Pay on Termination.
No compensation for accrued sick leave shall be allowed to an employee who is separated from the service.

Section 9. Restoration of Sick Leave Credits.
Employees who have been separated from the State service and return to a position within two (2) years shall have unused sick leave credits accrued during previous employment restored.

Section 10.
An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to or from a different State agency.

ARTICLE 39 - 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) Presidents' Day on the third Monday in February;
(d) Memorial Day on the last Monday in May;
(e) Independence Day on July 4;
(f) Labor Day on the first Monday in September;
(g) Veterans' Day on November 11;
(h) Thanksgiving Day on the fourth Thursday in November;
(i) 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, except those on leave without pay status the day before or the day after the recognized holiday, shall be compensated at the straight time rate for eight (8) hours for each recognized holiday listed in Section 1. All part-time employees and full-time employees on a leave without pay status the day before or the day after a holiday shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more. This holiday compensation is called holiday pay. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

Section 3.
Employees who are required to work on recognized holidays shall be entitled to their holiday pay plus an additional premium of cash or compensatory time off for all such time worked at the rate of time and one-half (1-1/2). The rate at which an employee shall be compensated for working on a holiday shall not exceed the rate of time and one-half (1-1/2) in addition to holiday pay.

Section 4.
An employee will receive pay for holiday time worked unless the employee requests compensatory time off. The compensatory time accrual limits established in Article 22 (Overtime) shall apply.

Section 5.
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 prorated paid leave. Such paid leave must be taken off within three (3) months of accrual. This paid leave shall be accrued by all employees employed as of December 24 of each year and shall be granted on a basis which shall preclude the closure of the Agency.

Employees may request the option of using the paid leave on 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 of the employee's choice provided such time is taken off within three (3) months from the date of accrual stated above.

Section 6.
When an employee is working an approved four (4)-day, ten (10)-hour work schedule and a holiday falls within that week, the employee will have the choice of either having their work schedule revert to a five (5) day, eight (8) hour schedule, or the employee's schedule will not change and the employee will receive eight (8) hours holiday pay and have two (2) hours use of accrued vacation, compensatory time off or leave without pay. The employee will notify the Agency at least five (5) workdays before actual holiday.

REV: 2015

ARTICLE 40 - HARDSHIP LEAVE

Section 1.
This Article shall apply for the purpose of allowing employees to donate accrued vacation 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 or compensatory time, not to exceed the hours necessary to cover for the qualifying absence as provided in this Article, to a co-worker in the Agency.

Section 2.
For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and terms of this Agreement 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 38, Section 4 (Sick Leave).
(d) Applications for hardship leave shall be in writing and sent to the Agency's Staff Development & Employee Services Section 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 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

ARTICLE 41 – 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 weeks advance notice to the affected employee(s).

(b) Where the Employer/Agency has announced a delayed opening pursuant to Section 1a, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.

Section 2. FLSA Non Exempt Employees Only.

(a) Where the Employer/Agency has announced a delayed opening pursuant to Section 1a, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.

(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 employee shall be paid for the work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one (1) 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 supervisor 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 8.

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

REV: 2017

ARTICLE 42 - OTHER LEAVES

Section 1. Personal Leave.

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

Section 2. Preretirement Counseling Leave.

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

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

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

Section 3. Other Leaves of Absence With Pay.

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

(a) Service with a jury. The employee may keep any money paid by the court for serving on a jury.

(b) Appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters that involve the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

(c) Taking part without pay in a search or rescue operation at the request of any law enforcement agency, the administrator of the Oregon Department of Aviation, the United States Forest Service or any local organization for civil defense, for a period of no more than five (5) days for each operation.

(d) Any time proclaimed by the Governor as leave of absence with pay.

(e) Other authorized duties in connection with Agency business.

(f) Consistent with the work requirements of the Agency, an active bargaining unit member will be granted use of accrued leave to attend any scheduled public meeting of the Office Administrative Oversight Committee.

Section 4. 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.

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.

Subject to supervisory approval, employees may be allowed to voluntarily adjust their shifts to accommodate military duty.

Section 5. Military Leave Without Pay.
An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. 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 are 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 are able to perform at the nearest appropriate level of pay of their former class.

Section 6. Court Appearance Leave Without Pay.
An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

Section 7. Leave of Absence Without Pay.
In instances where the work of an Agency will not be seriously handicapped by the temporary absence of an employee, the employee may be granted leave of absence without pay or educational leave without pay not to exceed one (1) year.

Section 8. Family/Medical Leave and Parental Leave.
The Agency agrees to abide by all federal and State statutes dealing with these leaves of absence.

Section 9. Test and Interview Leave.
An employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Agency. Up to two (2) hours with pay shall be allowed for an interview for a position with another State agency, or a position within the Agency. Authorization for the use of test and interview leave shall not be withheld

unless the Agency determines that the use of such leave shall handicap the efficiency of the employee's work unit.

Section 10. Donating Blood.

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

Section 11. 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.

REV: 2015, 2019

ARTICLE 43 - GEOGRAPHICAL RELOCATION

The Agency shall not permanently move an employee and the position they occupy to a different geographic area on an arbitrary basis. The definition of geographic area shall be the same as that defined in Article 19 (Layoff).

ARTICLE 44 - SUCCESSOR NEGOTIATIONS

Section 1.
For purposes of renewing, renegotiating or amending at the expiration of the existing contract, negotiations shall begin a least one hundred eighty (180) days prior to the expiration date of the Agreement.

Section 2.
It is recognized by the Employer that employees representing the Union during the process of negotiations are acting on behalf of the Union as members, not in their capacity as employees of the Employer.

Section 3.
Two (2) bargaining unit employees will be allowed to participate, without loss of pay, in all negotiations between the parties. Bargaining unit employees will notify their immediate supervisor regarding bargaining sessions a reasonable period of time before the actual bargaining session. The Agency shall assume no overtime obligations for employees attending sessions, travel expenses or any other premium pay.

ARTICLE 45 - 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.

REV: 2015, 2017, 2019

ARTICLE 46 – 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 47 – 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 Public Employee Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 19, 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 33, Filling of Vacancies, this Article shall prevail.

(c) An employee may exercise all applicable rights under Article 19, 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.

(See LOA: Feasibility Study)

ARTICLE 48 – WITHDRAWAL OF RESIGNATION

An employee who has given notice of resignation may rescind the resignation in writing before the close of business on the next business day. After the close of business of the next business day the resignation may be withdrawn only with the approval of the

Appointing Authority. A valid notice of resignation must be submitted in writing and rescinded in writing.

ARTICLE 49 - 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.

NEW: 2019

ARTICLE 50 – 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 27 – 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 27, 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 times subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

LETTER OF AGREEMENT – ARTICLE 27, 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 (1) 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 - ARTICLE 47, CONTRACTING OUT

FEASIBILITY STUDY

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

When the provisions of Article 47, Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 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 – 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 – 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.

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 – 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

Employee:_____Work Location:_____

Classification:_____Immediate Supervisor:_____

What Happened? Describe the incident(s) which gave rise to alleged violation of the Agreement:

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

When did this occur? Give time, date and place:

Where did it occur? Specific locations:

What articles/sections of the Agreement were violated? Why do you think there is a violation of the Agreement?

What adjustment is requested?

Additional Comments:

I authorize AFSCME Local _____ as my representative to act for me in the disposition of this grievance.

Employee Signature: _____ Date: _____

AFSCME Local ____ Representative Signature: _____

Received by: _____(Management Representative) On: _____

APPENDIX A – COMPENSATION PLAN

CMP Compensation Plan Rate Table	***OAH***
Effective as of Date	7/1/2019
Job Profile	**SR**
Administrative Law Judge 1	30
Administrative Law Judge 2	33
Administrative Law Judge 3	37
Administrative Specialist 1	17
Legal Secretary	18
Office Coordinator	15
Office Specialist 1	13C
Office Specialist 2	15C

APPENDIX B – SALARY SCHEDULES

SALARY SCHEDULE AS OF JULY 1, 2019										
Salary Range	Pay/Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
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
18	AP	3065	3196	3332	3476	3640	3817	4001	4185	4384
30	AP	5300	5554	5829	6117	6410	6727	7049	7398	7762
33	AP	6117	6410	6727	7049	7398	7761	8147	8550	8950
37	AP	7397	7756	8147	8550	8950	9403	9857	10343	10849

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 Agreement.

SALARY SCHEDULE AS OF JULY 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	Step 10
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
18	AP	3065	3196	3332	3476	3640	3817	4001	4185	4384	4606
30	AP	5300	5554	5829	6117	6410	6727	7049	7398	7762	8147
33	AP	6117	6410	6727	7049	7398	7761	8147	8550	8950	9403
37	AP	7397	7756	8147	8550	8950	9403	9857	10343	10849	11380

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 Agreement.

SALARY SCHEDULE AS OF OCTOBER 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	Step 10
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
18	AP	3157	3292	3432	3580	3749	3932	4121	4311	4516	4744
30	AP	5459	5721	6004	6301	6602	6929	7260	7620	7995	8391
33	AP	6301	6602	6929	7260	7620	7994	8391	8807	9219	9685
37	AP	7619	7989	8391	8807	9219	9685	10153	10653	11174	11721

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 Agreement.

APPENDIX C – SALARY ALIGNMENT SQUARED COMPENSATION PLAN

Salary Range	Pay Range Option	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
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.

2019-2021 SIGNATURE PAGE - AFSCME – OFFICE OF ADMINISTRATIVE HEARINGS

Signed this 3 day of September, 2019 at Salem, Oregon.

FOR THE STATE OF OREGON

Katy Coba, Director
Department of Administrative Services (DAS)

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

FOR **Glenn West, State Labor Relations Manager**
DAS CHRO Labor Relations Unit

Shauneen Scott, Bargaining Team Member

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

Randy Ridderbusch, AFSCME Council 75 Representative

Department of Administrative Services
Chief Human Resources Office
Labor Relations Unit
155 Cottage Street NE
Salem, OR 97301-3971
LRU@oregon.gov

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