



COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF
ADMINISTRATIVE SERVICES

on behalf of

OREGON MILITARY DEPARTMENT

and

AFSCME

LOCAL 3932 / COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2019

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2021

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PREAMBLE

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services Labor Relations on behalf of the Oregon Military Department (hereinafter the "Department"), and the American Federation of State, County, and Municipal Employees, Local 3932 (hereinafter the "Union"), for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - SCOPE OF AGREEMENT

Section 1.

The Employer and the Department recognize the Union as the sole and exclusive bargaining agent for: all classified and unclassified employees of the State of Oregon, Oregon Military Department, excluding supervisory, managerial, confidential, temporary, and part-time employees working less than thirty-two (32) hours per month, and excluding the State Air National Guard fire fighters at the Portland Air National Guard Base and Kingsley Field National Guard Base and employees covered under the Emergency Management collective bargaining agreement.

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 Department and any person designated by it to act on its behalf.

REV: 2017

ARTICLE 2 - 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 3 - UNION SECURITY

Section 1.

The Department agrees to allow duly certified Union Officer/Union Representatives thirty (30) minutes, for employee orientation, to speak to new employees about the Union's exclusive

recognition, its benefits, and services available to the membership. The Employer will notify the Statewide President and Council Representative of new hires and their assigned work locations. The Union Officer/Union Representative will be permitted to schedule an appointment with the new employee(s). The Department shall provide the Union at least ten (10) days' notice of the time and place of any new employee group orientation meetings. If the Union provides contact information, it will be passed along to the new employee. The Union will notify the Personnel Manager of the Department in writing of its representatives from Council 75 who will be "Union Representatives."

Section 2.

Recognized Union Representatives will be allowed reasonable access to the work areas of the Department, unless such access is restricted or interferes with the work, during work hours.

Section 3.

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

Section 4. Stewards.

The Union may select, and shall certify in writing to the Department and Employer, employees designated by the Union to act as Union Stewards. Stewards shall have authority to investigate and resolve grievances. The investigation and processing of employee grievances will be permitted during work hours without loss of pay, provided however that if the permitted activities would interfere with either the Steward's or the grievant's duties, management shall, within a reasonable period of time, arrange a mutually satisfactory time for the requested activity. When no local steward is available within a reasonable period of time, stewards shall be permitted adequate time to travel to and from the location where the investigatory meetings are scheduled. The Parties agree to use electronic means to avoid excessive travel time when practicable. Time spent in investigating or processing a grievance without proper notification and release by an appropriate supervisor involved will be considered unauthorized leave without pay for both the Steward and the grievant. Concerns, if any about the appropriate use of steward time shall be addressed by Human Resources and the AFSCME Union Representative, as appropriate. An employee may request and have present a Steward or designated Union Representative at any discussions on disciplinary actions, or grievance proceedings, or other matters that might adversely and substantially affect the employee's future employment, pay, or chances for promotion.

Section 5. Communications.

- a. The Department agrees to furnish bulletin boards in convenient places to be used by the Union for the posting of official Union notices only. The Union shall keep the bulletin boards neat and orderly.
- b. Upon written request, the Union may request the use of the Department facilities for meetings to the extent it does not interfere with Department operations.

Section 6. Dues Deductions.

- a. 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.

- b. The Union agrees that it will indemnify, defend and save the Employer and Department/Agency harmless from all suits, actions, proceedings and claims against the Employer and the Department/Agency or person(s) acting on their behalf of the Employer and the Department/Agency whether the damage, compensation, reinstatement, or combination thereof arising out of the Department/Agency implementation of this Article. This provision does not limit, waive, or in any way impact the State's liability to AFSCME if the State fails to withhold and remit lawful dues to AFSCME as obligated under the Agreement.

Section 7. Employee Reports.

The Employer and/or the Department will, upon request of the Union, provide any regularly produced computer runs containing non-confidential statistics of the Union's bargaining unit members. This will include one (1) printout annually showing names of all bargaining unit employees and monthly information currently furnished. Any cost incurred in compiling and photocopying these materials under this Agreement shall be billed to the Union.

Section 8.

Official Union delegates and members of the AFSCME Board of Directors may be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's annual conventions.

The Union shall notify the Department of the names of official delegates and Board members designated to attend at least seven (7) working days in advance of the date of the convention.

Official Union Stewards may be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's annual Steward Conference. Such request will be submitted in writing at least seven (7) working days in advance of the conference. Designated stewards shall be granted eight (8) hours leave (vacation leave, personal business leave, comp time, or leave without pay) to attend basic stewards training.

Section 9. Negotiations

Department representation shall be equal with eight (8) members from each side, with at least one (1) representative from each of the seven (7) geographic areas listed in Article 33, Section 10. Union representatives shall be paid for travel time, related caucuses as laid out in the ground rules and time spent in joint negotiations that occur during their scheduled work shift. Per diem costs will not be subject to reimbursement.

The employee must give prior notice to the supervisor and attendance records will be mutually maintained by management and AFSCME negotiators. The Employer will not incur an overtime obligation as a result of employees participating in negotiations, nor will an employee receive compensation for attending negotiating sessions scheduled during that person's normal days off.

Section 10. 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 11. Names of Retirees.

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

Section 12. Reports

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

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

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

Section 13. Intermittent Union Leaves.

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

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

REV: 2015, 2017,2019

ARTICLE 4 - UNION/MANAGEMENT MEETINGS

Section 1. Purpose.

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

Section 2. Committee Composition.

The Committee shall be composed of up to three (3) members appointed by the Union and up to three (3) members appointed by the Department Head. Representatives from the Labor Relations, the Union, or other individuals may be invited, who may provide information or act as advisors.

Section 3. Meetings and Agenda.

The Labor/Management Committee shall meet as necessary.

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

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

Section 4. Authority of Committee.

The Labor/Management Committee shall have no power to contravene any provision of this Agreement; nor to enter into any Letter of Agreement; negotiate, or to resolve disputes concerning the interpretation or application of any provision of this Agreement. The Committee shall be empowered to make joint recommendations on issues which are brought before it. Such recommendations approved by the Committee shall be presented to the Department Head for response and/or action. The response shall be in writing and shall be submitted to the Committee and all concerned Parties.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the time frames of the settlement of disputes procedure (Article 13, Grievance Procedure).

Section 5. Committee Evaluation and Training.

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

Labor/Management training offered by the Employer or Department shall be provided to no more than three (3) Union representatives at no cost.

ARTICLE 5 - COMPLETE AGREEMENT/SEPARABILITY/SAVINGS

Section 1. Complete Agreement.

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

Section 2. Legislative Action.

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.

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, as well as any changes in statute which may be required to accomplish that purpose.

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Section, 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.

Section 3. 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 to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

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

ARTICLE 6 - NO STRIKE OR LOCKOUT

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

The Employer agrees that, during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. The Department agrees that, during the term of this Agreement, there will be no lockout. In the event an employee is unable to perform their assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

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

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

ARTICLE 7 - EQUAL OPPORTUNITY

Section 1.

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, color, religion, sex, national origin, disability, marital status, or political affiliation. The Employer and the Union agree to continue their policies regarding equal opportunity consistent with applicable Federal and State laws and regulations.

Section 2.

Discrimination grievances/complaints shall not be subject to the grievance procedure contained in this Agreement. All complaints alleging unlawful discrimination in violation of this Agreement shall be submitted to the Department Head or their designee. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. If satisfactory solution cannot be reached, the Department Head or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the Department to the complainant and the Union. If the complaint is not satisfactorily resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries or Equal Employment Opportunity Commission (EEOC) for resolution. For complaints involving sexual orientation, the Employer shall apply and adhere to applicable federal and state laws.

ARTICLE 8 - MANAGEMENT RIGHTS

The Union agrees that the Employer and Department retain all inherent rights of management and hereby recognize the sole and exclusive right of the State of Oregon, as the Employer, to operate and manage its affairs in accordance with its responsibilities to maintain efficient governmental operations. The Employer retains all rights to direct the work of its employees, including, but not limited to, the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, standards and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or part of the operation shall continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against employees; to lay off employees; to recall employees; to require 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 9 - CONTRACTING OUT

Section 1.

The Union recognizes that the Employer has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. However, when the contracting out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting out the work in question. The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. The Employer shall provide the Union with no less than thirty (30) days' notice that it intends to request bids or proposals to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall have the opportunity to submit an alternate proposal.

The notification by the Employer to the Union of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to, the total cost savings the Employer anticipates.

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

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

Section 2.

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

Section 3.

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

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

Section 4.

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

- a. Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 33, 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 22, Filling of Vacancies, this Article shall prevail.
- c. An employee may exercise all applicable rights under Article 33, 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: [Contracting Out](#)

ARTICLE 10 - PERSONNEL RECORDS

Section 1.

The Department shall maintain one (1) official personnel file for each employee, located at the primary administrative Personnel Office for the Department. An employee may, upon request, inspect the contents of their official Department personnel file. 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 file 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 Department may place the material in the file provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the employee at their address of record. A copy will also be mailed to the Union.

Section 3.

Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in the employee's official personnel file. The employee's explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record so long as the critical materials remain in the file.

Section 4.

An employee may include in the employee's official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits or any other material which reflects credibly on the employee. This material shall be retained for a minimum of three (3) years except that licenses, certificates, or college credit information may be retained so long as they remain valid and relevant to the employee's work.

Section 5.

Record of disciplinary actions shall be removed three (3) years after the date of the incident/infraction identified in the disciplinary action document, provided no incident of a similar nature has been documented in the intervening time. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 6.

An employee may, upon request, obtain a copy of any of the contents of the employee's personnel file.

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 11 - EMPLOYEE RIGHTS

Section 1.

Off-duty activities of employees will not subject them to disciplinary action by the Department unless such activities are illegal or a conflict of interest with the employees' duties or the mission of the Department.

Section 2.

Employees who are the subject of a formal Department complaint or investigation shall be assured of the following rights:

- a. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the Federal and State Constitutions and Laws.
- b. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 1.

The principles of progressive discipline (written reprimand, salary reduction, suspension without pay and discharge) shall be used. No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause.

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local union steward or an AFSCME Council Representative before the interview, but such consultation shall not cause an undue delay. The Employer will make a good faith effort to provide all employees a minimum of twenty-four (24) hours of notice of an investigatory interview unless such notice will compromise the investigation. The Employer and the employee may mutually waive, (in writing) the notice requirement.

The Employer will make a good faith effort to begin disciplinary investigations within thirty (30) calendar days of the time the Agency becomes aware of the alleged misconduct/complaint. If an investigation is not completed within sixty (60) days, the Agency will provide status updates to the Union every thirty (30) days thereafter.

Section 2.

- a. Discharge of a regular status employee may be appealed by the Union to binding arbitration following the conclusion of the Labor Relations Review step of the Grievance Procedure. Step 1 of a Discharge grievance will be with the chief officer of a base (if applicable) or with the head of the employee's division within the Military Department. Step 1 may be waived by mutual agreement of the union and applicable manager.
- b. An FLSA-non-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. An FLSA-exempt employee demoted or suspended consistent with the salary basis requirements of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion or suspension of a regular status employee may be appealed to Step 2 of the Grievance Procedure within fifteen

(15) calendar days from the effective date of the action. Any further appeal of an action specified in sub (b) shall follow the procedure and time frames outlined in Article 13, Grievance Procedure.

Section 3.

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

Section 4.

If the Department has reason to discipline an employee, it shall be done in a manner which will not embarrass or humiliate the employee in front of other employees or the public. The employee's immediate supervisor, if available, shall provide input into the investigative proceedings and be present when disciplinary action is presented to the employee.

Section 5.

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

Section 6.

All notices of pre-dismissal, suspension, reduction, written reprimand, demotion and dismissal shall be forwarded electronically to the Union on the same day as the employee is notified.

REV:2019

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1.

Grievances are defined as acts, omissions, applications, meaning or interpretation alleged to be violations of the terms and conditions of this Agreement. A grievance shall not be expanded upon after the grievance has been filed. Disputes arising from reduction in pay, dismissal, suspension or demotion other than trial service employees are subject to the grievance and arbitration procedures.

Section 2.

It is the intent of the Department and the Union to resolve employee problems and complaints, or differences in the interpretation of the contract, by informal methods if possible. However, if the Union or an employee desires a formal resolution of any grievance or dispute, which arises concerning the application, meaning, or interpretation of this Agreement (except complaints of

discrimination in Article 7), such grievance shall be resolved as provided under Section 3 of this Article.

Section 3. Grievance Steps.

Step 1. Any affected employee with the Union, or the Union on an employee's behalf, may file a grievance in writing with the employee's immediate excluded supervisor within thirty (30) calendar days of the date of the alleged breach of this Agreement, or of the date the Union or employee knew or should have known of the alleged breach. The grievance shall be by way of an official AFSCME grievance form and shall include: (a) a statement of the grievance and relevant facts; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought. The supervisor shall respond in writing to the grievance within fifteen (15) calendar days to the employee, with a copy to the Union.

Step 2. If the grievance is not resolved at Step 1, it may be appealed to the Department Head within fifteen (15) calendar days after the response required by Step 1 was due. The Department Head or the employer's designee shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

Section 4. Labor Relations Review.

If the grievance remains unresolved at Step 2, the Union may appeal the grievance with the DAS Labor Relations Unit LRU within fifteen (15) calendar days following receipt of the response at Step 2. Within fifteen (15) calendar days of receipt at LRU, the LRU staff and the Union will arrange for a mutually-agreeable date and time to hold a Step 3 meeting. LRU shall respond within fifteen (15) calendar days following the Step 3 meeting. For purposes of this article, an appeal in writing can be delivered by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address LRU@oregon.gov.

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

Section 5. Submission to Arbitration.

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

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

If arbitration is requested, the Parties shall meet in an attempt to formulate a submission agreement to be forwarded to the arbitrator.

Section 6. Mediation.

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

Section 7. Selection of the Arbitrator.

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

Section 8. Arbitrator's Authority.

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

Section 9. Expenses of Arbitration.

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

Section 10.

Employees are entitled to act through a Union Representative or Shop Steward to initiate a grievance. Employees are entitled to representation by a Shop Steward at the first and/or second step, or by a Union Representative at any step in this Article.

Section 11.

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

Section 12.

If five (5) or more employees file a grievance on exactly the same issue, it shall be heard at Step 2 of the procedure outlined in this Article and treated as a group grievance.

Section 13.

Time limits specified in this procedure must be strictly observed unless either party requests a specific extension of time which, if agreed to, shall be stipulated in writing and shall become part of the grievance record. If the Labor Relations fails to issue a response with the time limits set forth in this Article, the grievance shall be considered as denied and may be advanced to the next step of the grievance procedure. Failure of the aggrieved party to comply with the time limits outlined above shall constitute abandonment of the grievance.

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 14 - INSURANCE

Section 1.

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

Section 2.

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

Section 3. Plan Years 2019 through 2021.

For Plan Years 2019, 2020 and 2021 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

Section 4.

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

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

REV: 2015, 2017,2019

ARTICLE 15 – RETIREMENT, SALARY AND WAGES

Section 1. 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%).

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 2. 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).

Section3. Selective Salary Adjustment

<u>Class #</u>	<u>Classification Title</u>	<u>From To</u>	
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 16 - SALARY ADMINISTRATION

Section 1. Merit Salary Increase.

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

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

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

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 salary, the employee's salary shall be maintained at that rate 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 to the next step within the new salary range provided that the 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, nor does it provide any entitlement to "freeze" or "red circle" the employee's rate of pay should the employee be demoted to a salary range whose highest step is below the employee's rate of pay.

Section 3. Salary on Promotion.

An employee shall be given an increase to no less than the next higher rate in the new salary range effective on the date of promotion. If the employee is demoted, removed or voluntarily demotes from the promotional position within the first six (6) months following the effective date of promotion, the employee will be restored to their previous classification or comparable salary level at the salary step and with the salary eligibility date which the employee would have had if not promoted, unless charges are filed and he or she is discharged as provided in Article 12, Discipline and Discharge.

Section 4. Salary on Lateral Transfer.

An employee's salary and merit review date shall at a minimum 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 Department and subsequently returns to the Department within two (2) years, except as a temporary employee, the employee's previous salary eligibility date shall be adjusted by the amount of break in service.

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

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.

Section 7. Overpayments.

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:

- a. 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.
- b. 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.
- c. If there is no mutual agreement at the end of the thirty (30)-calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.
- d. 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.

Section 8. 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 period of two (2) years before the notification.
- b. This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as leadwork, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

Section 9.

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

Section 10.

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

REV: 2015

ARTICLE 17 - PAYROLL COMPUTATION PROCEDURES

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 after 8 a.m. on the last working day of the month. The release day for December's paycheck(s) dated January 1 shall be the first working day in January to avoid the risk of December's paycheck(s) being included in the prior year's earnings for tax purposes.

Section 2. Definitions.

- a. Permanent Full-Time. A permanent position equivalent to eight (8) hours per day or forty (40) hours per week. A permanent full-time employee will be paid on a monthly salary basis, and all benefits will be calculated on a monthly pay status basis.
- b. Permanent Part-Time. A permanent position less than permanent full-time. A permanent part-time employee will be paid on a fixed partial monthly or hourly salary basis, and all benefits will be calculated on a partial monthly or pay period, pay status basis. All permanent part-time employees whose work hours are regularly scheduled (work hours are based on a predetermined schedule) shall be paid on a fixed partial monthly basis.

- c. Seasonal Part-Time. A seasonal position normally less than equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on an hourly basis and all benefits will be calculated on a partial pay period, pay status basis.
- d. Number of Workdays in Month or Pay Period. Number of possible workdays in the month or pay period based on the employee's weekly work schedule. Holidays that fall within the employee's work schedule are counted as workdays for the month or pay period.
- e. Hourly Rates of Pay. The hourly equivalent of the monthly base rates of pay as published in the Compensation Plan. The hourly rates are computed by dividing the monthly salary by 173.33.
- f. Partial Month's Pay. A prorated monthly or pay period salary. The number of hours actually worked by an employee divided by the total number of possible hours in the month or pay period based on the work schedule, times the full monthly or pay period salary rate. For example, if the employee works one hundred fifteen (115) hours in a month or pay period with a possible work schedule of one hundred twenty-one (121) hours, the partial month's pay is computed as follows:

$$115 \div 121 \text{ H full month salary} = \text{gross partial pay.}$$
- g. Days Worked. Includes all days for which the employee is in paid status.

Section 3. General Compensation.

- a. Permanent Full-Time Employees. Pay and benefits will be computed on a monthly pay status basis.
- b. Permanent Part-Time Employees.
 - (1) Pay and benefits will be computed on a prorated monthly or pay period basis, such as one-half (1/2) monthly or pay period pay for a half-time employee. Permanent part-time employees in permanent full-time positions will be treated as permanent part-time for purposes of this Article.
 - (2) Employees paid on a fixed partial monthly basis shall have all extra hours worked over the regular part-time schedule paid at the hourly rate. Employees paid on a fixed partial monthly basis who work less than the regular part-time schedule shall have time and wage deducted at the hourly rate.
- c. Job Sharing Employees. The total time worked by all job share employees in one (1) position will not exceed 1.0 FTE.
- d. Partial Month's Pay or Partial Pay Period.
 - (1) Partial month's pay (or prorated monthly or pay period) is applied when:
 - A. A full-time employee is hired on a date other than the first working day of the month or pay period (based on employee's work schedule).
 - B. A full-time employee separates prior to the last workday in the month or pay period (based on the employee's work schedule).

C. A full-time employee is placed on leave without pay or returns from leave without pay.

D. An employee is appointed to a permanent part-time position.

(2) See definition for partial month's pay for computation procedures.

e. Changes in Salary Rate. When an employee's salary rate changes during the month, pay will be computed on a proportioned basis at each salary rate during the month.

Section 4.

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

Section 5.

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 to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the 15th of the month. If any employee requests more than two (2) pay advances in the state fiscal year, management has the right to deny it, if a valid emergency does not exist as determined by the Director of State Personnel.

ARTICLE 18 - OVERTIME

Section 1.

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

Section 2.

Time worked for the purpose of this Agreement is all hours actually worked including any paid leave. On-call or other forms of penalty payments shall not be counted as time worked.

Section 3.

Eligible employees as defined by FLSA, shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of eight (8) hours per day or in excess of their daily scheduled hours of work or forty (40) hours in any one (1) workweek. 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 "pyramiding" of overtime and penalty payments.

Section 4.

Overtime worked will be subject to prior authorization. Prior authorization may be granted on a case-by-case basis, or in general, based on a common situation.

Section 5.

Eligible employees shall receive compensatory time off for overtime worked, unless an employee requests, in writing, to receive cash. Requests for cash are subject to operating requirements

and budgetary constraints as determined by the Agency. Overtime worked will be paid in accordance with payroll administration procedures.

Section 6. Assignment of Overtime.

In assigning overtime work, the Department agrees to consider any circumstances which might cause such an assignment to be an unusual burden upon the employee. When such circumstances do exist, the employee shall not be required to work unless the employee's absence would cause the Department to be unable to meet its responsibilities.

Section 7. Notice of Overtime.

The Department shall give as much notice as possible of overtime to be worked.

Section 8. Distribution of Overtime.

Overtime shall be distributed equally, as feasible, among employees customarily performing the kind of work required and assigned to the work unit in which the overtime is to be worked.

Employees not required to work under this Section shall have the overtime foregone recognized for the sole purpose of equalization.

Section 9.

Nothing in this Article is intended to preclude the option, subject to mutual agreement between management and the employee, to flex their schedule (in lieu of overtime) within the same workweek.

Section 10. Exempt Employees.

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

Section 11. Youth Challenge Program.

In the event an employee at OYCP has missed work during their scheduled workweek, they will not be offered overtime that particular week. They will however be eligible for overtime the following week provided they have not missed work in that week. If management or their representative cannot find other employees to work and management or its representative offers overtime to the employee who has missed regular hour, they shall be paid at the overtime rate.

REV:2019

ARTICLE 19 - MILEAGE, TRAVEL, AND MOVING REIMBURSEMENT

Section 1. Travel and Mileage Allowance.

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

Section 2. Moving Expenses.

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

ARTICLE 20 - DIFFERENTIALS

Section 1. Night Shift Differential.

- a. Night shift differential shall apply to all bargaining union members except part-time employees working less than thirty-two (32) hours per month.
- b. In order to qualify for night shift differential, an employee must be in a position which is eligible for overtime compensation.
- c. An employee shall be paid a differential of seventy-five cents (75¢) for all hours of any shift worked between the hours of 6 p.m. and 6 a.m. and all day Saturday and Sunday effective with the signing of this Agreement. A major portion of an hour is a period of thirty (30) minutes or greater.
- d. When a supervisor requires an employee to work a split shift with a break of more than two (2) hours during a normal duty day, the employee shall be paid night shift differential for those hours worked between 6 p.m. and 6 a.m.

Section 2.

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

Section 3. 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.

Section 4. Limited Building Maintenance Electrician License (LBME) Differential.

AFSCME Local 3932, Military Department and DAS agree to implementation of the Limited Building Maintenance Electrician License (LBME) training/apprenticeship program as outlined in Policy AGI-0-420-006.

1. Only new hires may be required as a condition of employment to complete the LBME program.
2. Upon receipt of the LBME license an employee shall receive a five percent (5%) differential.
3. This program may be expanded based on BOLI and Military Department approval.

Section 5. Limited Maintenance Electrician (LME) Differential.

Employees who are Facilities Operations Specialist 1's or Facility Maintenance Specialist (4012) shall be paid a differential of five percent (5%) above their base rate of pay when duties are assigned in writing which require a Limited Maintenance Electrician or higher license.

Section 6.

Five percent (5%) differential to base pay for Scientific Instrument Technicians who have inspector duties assigned as a primary function of their job. This differential sunsets upon implementation of any new class that includes the allocation of the positions covered by this differential.

ARTICLE 21 - PENALTY PAY

Section 1. Call Back Compensation.

- a. Call back is an occasion where an employee has been released from duty and is called back to work prior to the employee's normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except that the Department shall not be obligated to work the employee more than twelve (12) consecutive hours, and sixteen (16) hours for employees in Security at Portland Air Base and Kingsley Field and the employee may choose not to work more than twelve (12) consecutive hours, and sixteen (16) hours for employees in Security at Portland Air Base and Kingsley Field excluding meal periods, of combined call back time and regular shift time.
- b. An employee who is called back to work outside their scheduled work shift shall be paid a minimum of the equivalent of two (2) hours' pay computed from when the employee actually begins work.
- c. This provision does not apply to off-duty telephone calls when information is requested, the employee is not assigned work or overtime work which is essentially a continuation of the scheduled work shift.
- d. An employee who is contacted by a supervisor or their designee when they are off-duty and the employee is required to perform assigned duties off-site, will be compensated for actual time worked at their overtime rate of pay, but no less than fifteen (15) minutes per call. If multiple calls occur within that fifteen (15) minute increment, they will receive one (1) fifteen (15) minute telephone call back payment unless the time worked exceeds fifteen (15) minutes, then they will be paid for actual time worked.

Section 2. Reporting Compensation.

- a. Reporting time is the time designated or recognized as the start of the daily work shift or weekly work schedule.
- b. An employee's reporting time may be changed without penalty if the employee is notified a minimum of twenty-four (24) hours before the next regularly scheduled reporting time. Management shall individually notify employees of changes in work schedules. If the employee's reporting time is changed without the required notice, the employee shall be entitled to penalty payment at time and one-half (1-1/2) for the first two (2) hours worked or forty dollars (\$40.00) whichever is greater.

- c. An employee who is scheduled for work and reports for work shall be paid a minimum of two (2) hours, except where the scheduled shift is less than four (4) hours in duration. Then the employee shall be paid for the hours scheduled.

Section 3. Show-up Compensation.

An employee who is scheduled for work and reports for work and is released from work shall be paid the equivalent of two (2) hours' pay at the appropriate rate. When an employee actually begins their scheduled shift, the employee shall be paid for the remainder of the scheduled shift at the appropriate rate.

Part-time employees, who actually begin their scheduled shift, shall be paid for the remainder of their regularly scheduled shift.

Section 4. Modification of Work Schedule.

When a change of work schedule is requested by an employee and approved by the Department, all forms of penalty pay shall be waived by the employee.

ARTICLE 22 - FILLING OF VACANCIES

Section 1.

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

The Department will determine whether and how a vacancy is to be filled, and will make the determination of which individual will fill the vacancy. Subject to the requirements of affirmative action and equal employment opportunity, where two (2) or more employees are equally qualified for the position, which qualifications will include but not necessarily be limited to work performance and work history, the vacancy shall be given to the employee who has the greater seniority as defined in [Article 33, Section 4](#). The Union may appeal these determinations through the grievance procedure.

Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit. Education and training shall be as provided under Article 41 and Career Development assistance as described in Section 1 of [Article 39](#).

Section 3.

All bargaining unit positions which the Department intends to fill by competitive recruitment (including limited duration positions) shall be posted for a period of not less than seven (7) calendar days, unless there is an existing list for the classification. A supervisor who is hiring may consider internal candidates only or may consider both internal candidates and other candidates. In all cases, all internal candidates who apply shall be considered and offered an initial interview, subject to meeting the minimum and special qualifications of the position. Notice of job announcements shall be disseminated through e-mail to the AFSCME Local Officers/Chapter Presidents and be made available to employees through the Employer's on-line system.

See LOA: Filling of Vacancies

REV: 2017,2019

ARTICLE 24 - TRIAL SERVICE

Section 1.

Each employee appointed to a position in the bargaining unit by initial appointment or promotion shall, with each appointment, serve a trial service period.

Section 2.

The trial service period is recognized as an extension of the selection process and is the time immediately following appointment and shall normally be six (6) full months. In no event would trial service exceed twelve (12) months unless as a condition of employment an employee is subject to a security clearance. With the approval of the Union, where trial service is expected to exceed six (6) months, the employee would be notified accordingly. Any extension beyond the normal six (6)-month period would be for the accommodation of additional training or where, in the judgment of the Department, the employee has been unable to perform their duties satisfactorily. Where trial service is extended, the Department shall not act in an arbitrary or capricious manner.

Section 3. Trial Service for Part-time Employees.

A full trial service period will be imposed unless the employee obtained regular status and has been separated from the Oregon Military Department for less than (1) year. Trial service for part-time employees shall be 1,040 hours worked but in no event shall their trial service period exceed twelve (12) months.

Section 4.

When, in the judgment of the Appointing Authority, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, the Appointing Authority may at any time appoint the employee to regular status.

Section 5.

Trial service employees may be removed from service when, in the judgment of the Appointing Authority, the employee is unable or unwilling to perform their duties satisfactorily or the employee's habits and dependability do not merit continuance in the service. Removals under this Article are not subject to the Grievance and Arbitration Procedures.

Section 6.

An employee who is removed from trial service following a Department promotion shall have the right of return to the Department and the classification or comparable salary level from which the employee was promoted, unless charges are filed and the employee is discharged as provided in Article 12, Discipline and Discharge. An employee placed in a comparable salary range must first meet the minimum qualifications for the position.

Section 7.

If any employee is removed from their position during or at the end of the employee's trial service period and the Department Head or designee determines that the employee is suitable for appointment to another position, the employee's name may be restored to the list from which it was certified if still in existence.

Section 8.

An employee who is transferred to another position in the same classification or a different classification in the same department shall complete the trial service period by adding the service time in the former position.

Section 9.

An employee who is transferred to another position in another Department prior to the completion of the trial service must complete a full trial service period in the new position.

Section 10.

Failure to successfully obtain security clearance by the Department of Defense will subject the employee to removal from service.

Section 11. Outside Agency Promotional Trial Service

- a. A regular status employee who is removed from promotional trial service from an executive branch state agency shall have right of return to their former Agency. The Agency shall restore the employee to their former position if it is vacant. If it is not vacant the employee shall be restored to a position in their former classification in their former bargaining unit so long as the employee meets any special qualifications for the position unless charges are filed and they are terminated from employment.
- b. If an employee is reinstated into a position in their former classification in the bargaining unit and this requires a change in the employee's official work site, the employee will be eligible for moving reimbursement in accordance with the Employer's policy titled, 'Current or Recalled Employee Relocation' (40.055.10).
- c. This subsection becomes effective on the first (1st) of the month following ratification of the local agreement.
- d. This Subsection applies to employees beginning their promotional trial service after the effective date of the local agreement.

REV: 2017

ARTICLE 25 - LIMITED DURATION APPOINTMENTS

Section 1.

A limited duration appointment may be made for special studies or projects of uncertain or limited duration when position reductions are anticipated, or which are subject to the continuation of a grant, contract, award or legislative funding for a specific project or to cover for an approved leave of absence. Such appointments shall be for a stated period normally not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects or leave.

Section 2.

- a. No newly hired person on a limited duration appointment shall be entitled to any layoff rights under this Agreement.
- b. An employee appointed from permanent regular status in the Department to a limited duration appointment shall be entitled to return to the employee's former permanent regular status classification in the Department when the limited duration appointment is terminated. First priority shall be given to offering reinstatement position within the former work location. If a position is not available within the former work location, a reinstatement position shall be offered in some other work location. Such return rights shall not apply if

charges are filed and the employee is discharged as provided in Article 12, Discipline and Discharge.

Section 3.

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

- a. That the appointment is of limited duration;
- b. That the appointment may cease at any time for operational reasons, examples include but are not limited to, loss of funding, project modifications, different skill set needs, etc.;
- c. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2 (b) of this Article;
- d. Those persons who accept a limited duration appointment who were formerly Department employee are entitled to rights under the layoff procedure starting from the prior class within the Department; and
- e. That, in all other respects, limited duration appointees have all rights and privileges of other classified/unclassified employees including but not limited to wages, benefits, and Union representation under this Agreement.

Section 4.

An Appointing Authority shall direct appoint a currently employed limited duration employee, who has successfully completed their trial service, to a permanent position of the same classification if permanent funding has been approved. However, in the event that there are more limited duration employees than permanent positions, then the Employer will post the positions. An Appointing Authority may waive trial service of the employee if, in the judgment of the Appointing Authority, the employee's behavior and dependability merit continuance in the service and the employee has served at least six (6) months in the same classification.

REV: 2017,2019

ARTICLE 26 - JOB SHARING

Section 1.

"Job sharing position" means a full-time position that may be held by more than one (1) individual on a shared time basis whereby each of the individuals holding the position works less than full time.

Section 2.

Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the Appointing Authority to be considered for job share positions. The Appointing Authority shall determine if job sharing is appropriate for a specific position and will recruit and select employees for job share positions, where job sharing is determined.

Section 3.

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

Section 4.

Job sharing employees shall be entitled to share the full Employer-paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Employer-paid insurance benefits and the full premium amount through payroll deduction.

Section 5.

If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from State service, the Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the Appointing Authority determined that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the Appointing Authority, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote, if a vacancy exists. If the above conditions are not available or acceptable, the employee agrees to resign.

ARTICLE 27 - VOLUNTARY DEMOTION

An employee may make a request in writing to the Appointing Authority for a demotion from a position in one (1) classification to a vacant position in a classification of a lower rank for which the employee is qualified. If the Appointing Authority approves the request, the employee so demoted may, at a later date, request that their name be placed on an appropriate list for reemployment to the higher classification.

ARTICLE 28 - PERSONAL LEAVE DAYS

Section 1.

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

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

Section 2.

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

Section 3.

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

Section 4.

Such leave may be used by an employee for any purpose the employee desires.

ARTICLE 29 - SICK LEAVE

Section 1. Sick Leave With Pay.

Sick leave with pay for employees shall be determined in the following manner:

- a. Eligibility for Sick Leave With Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.
- b. 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 pay status for thirty-two (32) hours or more in that month.
- c. Accrual Rate of Sick Leave With Pay Credits. Full-time employees shall accrue eight (8) hours of sick leave with pay credits for each full month they are in pay status. Employees who are in pay status for less than a full month, but at least thirty-two (32) hours shall accrue sick leave with pay on a prorated basis.

Section 2. Utilization of Sick Leave With Pay.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster child, grandchild, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee has the duty to 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. Certification of an attending physician or practitioner may be required by the Department to support the employee's claim for sick leave, if the employee is absent in excess of three (3) days, or if the Department has evidence that the employee is abusing sick leave privileges. The Department may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Department has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. In cases of pregnancy, the Department may require a certificate from the attending physician to determine if the employee should be allowed to work.

Section 3. Bereavement Leave.

- a. Notwithstanding the hardship or sick leave eligibility criteria of 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.
- b. For employees that qualify for OFLA bereavement leave, paid bereavement leave under this Agreement shall run concurrently with OFLA bereavement leave.

- c. After OFLA eligible leave for bereavement is exhausted, if additional leave is needed, an employee may, with prior authorization, use any accrued leave or leave without pay at the option of the employee for a period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse.
- d. 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.
- e. 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.

Section 4. Sick Leave With Pay on Termination.

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

Section 5. Sick Leave Exhausted.

- a. After earned sick leave has been exhausted, the Department 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 the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position. The Department may, at its discretion, request such certification as may be necessary as to the employee's abilities to return to work.
- b. After earned sick leave has been exhausted, the Department may grant sick leave without pay for any non-job-incurred injury or illness of continuous and extended nature to any employee upon request for a period up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the Department.
- c. The Department may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits or existing employer paid health insurance shall be borne by the Department. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal

to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service may be terminated.

- d. After all earned sick leave has been exhausted, an employee may request in advance, in cases of illness, to use other paid leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such continuous and extended illness. Such requests shall not be unreasonably denied.

Section 6. Restoration of Sick Leave Credits.

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

Section 7. Transfer of Accruals.

An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to different State department.

Section 8. Workers' Compensation Payment.

At the employee's request, salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave. Should an employee who has exhausted earned sick leave elect to use accrued leave during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued leave.

Section 9. Hardship Leave.

These provisions shall apply for the purpose of allowing employees to donate accrued vacation leaves and compensatory time for use by eligible recipients as sick leave. The Department will allow employees to make donations of accumulated vacation leave and compensatory time, not to exceed the hours necessary to cover for the qualifying absence as provided in paragraph d below, to a co-worker in that Department. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions:

- a. The recipient and donor must be regular status employees of the Department.
- b. The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.
- c. Use of donated leave shall be consistent with those provisions found under this Article, Section 2.
- d. Applications for hardship leave shall be in writing and sent to the Department's Personnel Section and accompanied by the treating physician's written statement certifying that the illness or injury will continue for thirty (30) days or a period of time agreed to by the Appointing Authority following donee's projected exhausting of the accumulated leave. Donated leave may be used intermittently.

- e. Access to hardship leave shall cease if the recipient fails to provide an updated physician's certificate verifying the continuation of the illness or injury within ten (10)-working days of a request for an updated certificate.
- f. Donations shall be credited at the donor's current regular hourly rate of pay.
- g. Accumulated leave includes, but is not limited to, sick leave, vacation leave, personal business leave, and compensatory leave accruals.
- h. Employees otherwise eligible for or receiving Workers' Compensation will not be considered eligible to receive donations under this Agreement.
- i. 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, 2017

ARTICLE 30 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

- a. New Year's Day on January 1;
- b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- c. President's Day on the third Monday in February;
- d. Memorial Day on the last Monday in May;
- e. Independence Day on July 4;
- f. Labor Day on the first Monday in September;
- g. Veterans Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. The Friday after Thanksgiving;
- j. Christmas Day on December 25; and
- 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.

Section 2. Special Day.

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 share of eight (8) hours of paid leave. This paid leave shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year's Day. Employees who become employed after Thanksgiving but before Christmas may request the State option of using this paid leave on the workday before or after Christmas or the workday before or after New Year's Day. If the employee chooses not to take one (1) of the aforementioned days, another day may be mutually agreed upon, provided such time is taken off by January 5th of the following year.

Section 3. Holiday Eligibility.

All 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 up to eight (8) hours for each recognized holiday listed in Section 1, pursuant to a. and b. below, provided the employee works thirty-two (32) hours or more during the month or appropriate pay period and meets the pay status test as specified below. Holiday pay shall be based on an eight (8) hour day. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave. An employee who utilizes leave without pay in conjunction with sick leave may be required to provide verification from an attending physician.

- a. Full-time employees shall receive eight (8) hours of holiday pay, provided they are in pay status their normal scheduled workday immediately before and immediately following the designated holiday.
- b. Part-time, hourly employees and full-time employees on a leave without pay status 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, provided the employee is in paid status the normally scheduled workday before and following the holiday.

Section 4. Work on a Holiday.

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

An employee will receive compensatory time off for holiday time worked unless the employee requests, in writing, cash, within budgetary constraints, with notice to the Union. The compensatory time accrual limits established in Article 38, Scheduling Compensatory Time Off, shall apply.

Section 5. Observance.

- a. When a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Section 1 of this Article falls on a Sunday, the following Monday shall be recognized as the holiday.
- b. However, the Parties recognize that some positions must be staffed on each and every holiday, and that employees in these positions cannot be released from duty on those holidays. Part a. of this Section shall not apply to employees in these positions and the holiday shall be observed on the actual day specified in Section 1. Employees filling such positions will be notified in writing prior to hiring or when their work assignment is changed that they may have to work on certain holidays.

Section 6. Alternative Work Schedules.

During the workweek in which a compensable holiday occurs, an employee who has an approved work schedule other than a five (5) day, eight (8)-hour work schedule shall revert to a five (5) day, eight (8)-hour work schedule for that week only. For person working an alternative work schedule, during a week where a recognized holiday occurs, in lieu of returning to a regular five (5) day, eight (8)-hour work schedule, an employee may use accrued vacation leave, personal business leave, leave without pay or comp time to cover hours beyond the eight (8)

hours of holiday leave. The alternative is for the employee working an alternative schedule to adjust the workweek schedule to accommodate a forty (40)-hour work schedule.

Section 7. Work Out-of-Class.

Employees assigned to work out-of-classification in accordance with Article 34, Classification and Classification Changes, shall receive holiday pay at the higher rate of pay, if the holiday falls during the employee's work-out-of-classification assignment.

REV: 2015

ARTICLE 31 - OTHER LEAVES

Section 1. Leaves With Pay.

- a. Pre-Retirement Counseling Leave. Leave with pay for an employee to investigate and assemble a retirement program shall be granted by an appointing authority on a one (1)-time basis for a period up to twenty-eight (28) hours of leave within five (5) years of the chosen retirement date. Employees shall request the use of leave provided in this Section at least ten (10) days prior to the intended day of use.

Authorization of the use of pre-retirement leave shall not be unreasonably denied unless the Department determines that the use of such leave hampers the efficiency of the employee's work unit.

When the date requested for pre-retirement leave cannot be granted for the above reason, the Department 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 and may be taken in hourly increments.

- b. Service With A Jury. An employee shall be granted leave with pay for service with a jury when such service occurs during the employee's regularly scheduled shift. When an employee works hours other than those coinciding with the jury service, the employee must request a change in work schedule. The Department shall grant the employee's request upon receipt of a copy of the jury summons. The employee may keep any money paid by the court for serving on a jury. The Department reserves the right to petition for removal of the employee from jury duty if, in the Department's judgment, the operating requirements of the Department would be hampered.
- c. Court Appearances. When any employee is not the plaintiff or defendant, the employee shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.
- d. Military Training Leave. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States is entitled to fifteen (15) days or one hundred and twenty (120) hours of paid military leave per federal fiscal year, unless a greater number of days if 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.

- e. Military Emergency Services Leave. An employee who is a member of the Oregon National Guard or other reserve component may use vacation, personal business, comp time, or leave without pay at their discretion to cover the absence to perform this duty. The employee shall return to work on the next normally scheduled work day following deactivation unless otherwise authorized by their supervisor.
- f. Test and Interview Leave. With notice to the supervisor, an employee shall be allowed appropriate time off with pay to participate in the competitive process related to job opportunities within State government.

Authorization for the use of test and interview leave shall not be withheld unless the Department determines that the use of such leave will hamper the efficiency of the employee's work unit.

Section 2. Leaves Without Pay.

- a. Military Leave Without Pay. An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. However, such reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks. The employee shall, upon honorable discharge from such service, be returned to a position in the same class as the employee's 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 the employee is not physically qualified to perform the duties of their former position by reason of such service, the employee shall be reinstated in other work that the employee is able to perform at the nearest appropriate level of pay of the employee's former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43.
- b. Court Appearance Leave Without Pay. An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA-exempt employee except for full workweek increments where such leave causes an absence of one (1) or more full workweeks.

- c. Employee Leave. In instances where the work of the Department will not be hampered by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Department approval.
- d. Parental Leave. A parent shall be granted a leave of absence without pay for a reasonable period of time, not to exceed six (6) months, dependent upon Department workload requirements, to care for a new baby. Extensions beyond the six (6) months or alternate work schedules may be arranged by mutual agreement between employee and supervisor.
- e. Family Medical Leave. The Employer intends to conform its policies and practices consistent with the federal Family Medical Leave Act and the Oregon Family Leave Act.
- f. Election Day. Work and travel will be arranged to allow employees the opportunity to vote on their own time on recognized state and federal election days unless they are given sufficient notice to enable time to obtain an absentee ballot. In case of war, emergency conditions, or other military emergencies, this language will not apply.
- g. Entry Level Wildland Firefighters, Wildland Firefighters and the Forest Officers shall receive two (2) days of paid administrative leave following each assignment of fourteen (14) consecutive days of twelve (12) hour shifts while in support of Operational Plan Smokey prior to returning to duty. Such time must be certified by the fire camp timekeeper.

REV.:2019

ARTICLE 32 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.

Full-time employees shall be credited with forty-eight (48) hours of vacation leave the first of the month following six (6) months of State service 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 months)
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 (15 th) 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 twenty-fifth (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 works thirty-two (32) hours or more in that month. If an employee has a break in service and that break does not exceed two (2) years, the employee shall be given credit for the time worked prior to the break in service. Vacation leave shall not accrue during a leave of absence without pay (LWOP), the duration of which exceeds fifteen (15) calendar days.

Section 2. Vacation Leave for Part-Time Employees.

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

First (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) month

Twenty-seven (27) 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. Vacation Leave for Seasonal Employees.

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

After a total of six (6) months (a minimum of one thousand forty (1,040) hours)	Twelve (12) workdays for each twelve (12) months of service through fifth (5th) annual season (eight (8) hours per month)
After fifth (5th) annual season through tenth (10th) annual season	Fifteen (15) workdays for each twelve (12) months of service (ten (10) hours per month)
After tenth (10th) annual season through fifteenth (15th) annual season	Eighteen (18) workdays for each twelve (12) months of service (twelve (12) hours per month)
After fifteenth (15th) annual season through twentieth (20th) annual season	Twenty-one (21) workdays for each twelve (12) months of service (fourteen (14) hours per month)
After twentieth (20th) annual season through twenty-fifth (25th) annual season	Twenty-four (24) workdays for each twelve (12) months of service (sixteen (16) hours per month)
After twenty-fifth (25 th) annual Season	Twenty-seven (27) workdays for each twelve (12) months of service (eighteen (18) hours per month)

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

Section 4. Eligibility for Vacation Credits.

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

Section 5. Restoration of Vacation Leave Credits.

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

Section 6. Termination Vacation Pay.

An employee who is laid off or terminates after six (6) full months of Department service shall be paid upon separation from Department service for accrued vacation time except as provided as

offset for damages or misappropriation of State property or equipment. Employees on military leave of absence may request payment for accrued vacation.

Section 7. Scheduling of Vacations.

An employee shall request the dates of their vacation in advance and the Department shall grant or deny the request for vacation in writing within a reasonable period of time, not to exceed ten (10) days. Request will not be unreasonably denied. If two (2) or more employees request the same days off and the matter cannot be resolved by agreement of the Parties concerned, the employee having the greatest length of continuous service with the Department shall be granted the time off.

Vacations that have been scheduled and approved may not be cancelled by the Department except in the event of an emergency. When unrecoverable vacation deposits are incurred by an employee and the vacation is cancelled by the Department, the Department shall pay the unrecoverable deposits, proof of which may be required for reimbursement. In the event of a schedule change caused by seniority or a transfer at the request of an employee, the provisions of this Section shall not apply.

Section 8. Vacation Accrual.

- a. 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 employee transferring in from another State agency may transfer up to eighty (80) hours of accrued vacation leave.
- b. Where vacation leave is requested and denied resulting in loss of leave, the employee shall be authorized to cash out forty (40) hours of vacation leave accrued. 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.
- c. 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 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, all monies due the employee for accrued vacation and salary shall be paid as provided by law.

Section 11. Vacation Cashout.

In addition to Section 8 of this Article, employees may cash out up to forty (40) hours of accrued vacation hours each State fiscal year under the following conditions:

- a. Employees must have regular status at the time of the request;

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

REV: 2017,2019

ARTICLE 33 - LAYOFF

Section 1. Alternatives to Layoff

- a. 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.
- b. Agency and Union discussions under this Agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The Parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.

Section 2.

A layoff is defined as a separation from the service for involuntary reasons not reflecting discredit on an employee. An employee shall be given written notice of layoff as far in advance as possible but not less than fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

Section 3.

The layoff procedure shall occur in the following manner:

- a. The Department shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Department shall notify, in writing, all affected employees of their seniority and their contractual bumping rights. The Department shall notify the Union of the seniority of all employees in all affected positions in writing. The Department shall also post a copy of the seniority of all affected positions in the geographic area on the employee bulletin board.

- b. Temporary and contractual employees working in the classification and geographic area in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.
- c. Employees shall be laid off and seniority calculated within a geographic area and within the following separate categories: Permanent full-time positions; permanent part-time positions; or seasonal full and part-time positions. An initial trial service employee cannot displace any regular status employee.
- d. An employee notified of a pending layoff shall select one (1) of the following options and communicate such choice in writing to the Human Resources Manager within five (5) calendar days from the date the employee is notified in writing:
 - (1) The employee may displace an employee in the Department with the lowest seniority in the same classification for which the employee is qualified in the same geographical area in the Department where the layoff occurs.
 - (2) The employee may displace an employee in the Department with the lowest seniority in a position in a classification with the same salary range (lateral) for which the employee is qualified in the same geographic area where the layoff occurs, provided that the employee has previously completed trial service in a position in that classification with the Department.
 - (3) The employee may demote to the lowest seniority position in any classification for which the employee is qualified within the Department and geographic area. Employees who elect to demote shall be placed on any geographic area layoff list of the employee's choice, within the Department, for the classification from which the employee demoted.
 - (4) The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of their choice, within the Department, for the classification from which the employee was laid off.
- e. To be qualified for the options under Sections 2(d)(1), (2) and (3), the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within two (2) weeks. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the two (2) week time period is for the purpose of orienting an employee to the position, not training the employee to perform the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Department prior to bumping into the position.

If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position, the employee may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in the next lowest position has a lower seniority than the employee displacing or demoting and that the employee is capable of performing the specific requirements of the position.

- f. When exercising an option under Sections 2(d)(1), (2) and (3), an employee shall only be eligible to displace another employee with a lower seniority.
- g. Job-Share.
 - (1) Individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of seniority shall be considered as one (1) full-time equivalent, or, as two (2) part-time employees. This determination shall be made by the Department at the time the position is created. For all current job-share positions, they shall be considered as part-time positions for purposes of this Article.
 - (2) Seniority for prior non-job-share time shall be determined by giving the employee one (1) point per month for any full-time worked and pro rata credit for each month spent on the job in less than full-time capacity.
 - (3) Seniority for a current full-time equivalent job-share position shall be determined by giving the employee one (1) point per month for each continuous month spent on the job share if the two (2) employees are to be treated as a full-time equivalent for purposes of layoff. Seniority for prior noncontinuous job-share time shall be calculated on the same basis as part-time service. Total seniority for employees in the job share position will be determined by averaging the two (2) individuals' scores.
 - (4) If employees in a job-share position are to be treated as part-time employees, seniority for the position shall be determined on a prorated basis as per part-time seniority computation.
- h. If an employee is overfilling or underfilling a position, the employee will be considered in the position classification for the purposes of this Article. If an overfill employee is displaced, demoted in lieu of layoff, or is laid off, the employee shall retain their overfill status upon return to the employee's classification.
- i. Any employee displaced by another employee exercising options under Sections 2(d)(1), (2) and (3) may also exercise any option under Section 3(d).

Section 4.

For purposes of this Article, the term "Department" does not include employees represented by other Unions. There will be no cross-bumping between Unions. If, however, the Employer and/or the Department permits another Union to cross-bump into AFSCME positions, such rights shall be extended to AFSCME.

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

Section 5.

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

- a. One (1) point per month for each full month of unbroken service in a position certified by the Employment Relations Board as represented by the Union, excluding temporary service.
- b. A break in service is a separation or interruption of employment without pay of more than two (2) years.

- c. All part-time service shall be credited on a prorated basis. Periods of authorized leave without pay will be deducted from seniority calculations.
- d. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.
- e. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given to:
 - (1) Length of continuous service with the Department;
 - (2) Length of continuous service in the job classification;
 - (3) If ties between employees still exist, the order of layoff shall be determined by the Department in such a manner as to conserve for the State the services of the most qualified employee.

Section 6.

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

Section 7.

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

Section 8. Department Layoff Lists.

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

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

Section 9. Recall.

Employees who are on a Department layoff list shall be recalled by geographic area in seniority order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position's classification and who is capable of performing the specific requirements of the position as stated on the position description within two (2) weeks. An employee who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the two (2) week time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Department prior to being recalled to the position.

If an employee on a layoff list is offered a position, the employee may refuse the position, but their name will be removed from the layoff list in that geographic area.

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

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

Section 10. 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) Employees who elect to be placed on the Secondary Recall List shall specify in writing the Agencies and cities of their choice..
 - (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 in Section 10 of this Article.
- 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.

Section 11. Geographic Area.

- a. Salem HQ STARC Armory/USPFO AFRC
AASF - Salem
RTI - Monmouth
Camp Adair
- b. Camp Rilea
- c. Camp Withycombe
- d. Armories and COUTES, UMDA, Camp Biak
- e. Portland Air Base
- f. Kingsley Field
- g. YCP

Section 12.

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

REV: 2015, 2017

ARTICLE 34 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

- a. Temporary Work Out of Classification (WOC) Assignment. When an employee is assigned, in writing, by the supervisor for a limited time period to perform the major distinguishing duties of a position at a higher level classification for five (5) consecutive workdays, 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.

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

- b. An employee who is underfilling a position shall be informed in writing that the employee is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level to the position, the employee shall be reclassified.
- c. An employee who accepts duties out of classification for training or developmental purposes shall have an agreement 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.
- d. WOC Assignment Pending Reclassification. When a work out of classification assignment to a higher level is pending approval of a reclassification, pay shall be equivalent to one of the steps in the higher (WOC) classification's salary range. Appropriate WOC pay shall be the greater of:
 - (1) The difference between the employee's base rate of pay and the first step of the higher (WOC) classification's salary range, or;
 - (2) The difference between the employee's base rate of pay and the next higher rate of pay in the higher (WOC) classification's salary range;
 - (3) If the appropriate WOC pay above [(1) or (2)] is less than a 2.5% increase above the employee's base rate of pay, the department shall use the next higher rate of pay in the higher classification's salary range to calculate WOC pay.

Section 2. Revision of Classification Series.

- a. Prior to implementation of new classifications, or major revisions of existing classifications, the Parties will negotiate rates of pay, effective date and method of implementation.
- b. Should the Department establish a new classification or materially revise an existing classification during the life of this Agreement, the Parties shall meet and negotiate the salary range for the new or revised classification.
- c. When the agency determines a position is to be reviewed to determine Overtime (OT) eligibility, local President or designee shall be notified.

Section 3. Reclassification Procedure.

- a. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Department's Personnel Office.
- b. The Department shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of reclassification request, the Department shall notify the Union of its findings. If the findings indicate reclassification, the Department shall decide to seek approval if necessary or remove the duties.

Section 4. Upward Reclassification.

When a position is reclassified upward, a regular incumbent shall be continued in the position. The employee shall be advanced to the higher classification with the same status held in the

lower classification if the employee meets minimum experience and training requirements. When a position is reclassified upward and the incumbent does not have regular status, the position will be filled competitively at the higher level.

Section 5. Downward Reclassification.

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

Section 6. Equal Reclassification Rate.

When an employee is reclassified to a classification having the same salary range, the employee's 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. If the new salary rate is less than a two and one-half percent (2.5%) increase, then the employee's rate shall be the next step of the new salary range. In no case shall it exceed the new salary range maximum.

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 reclassification request was received by the Department Personnel Office.
- b. The current salary eligibility date (SED) is generally retained. However, if the employee's SED is no longer available because the employee was at the maximum rate in the previous classification, the last SED in the previous classification will be used.

Section 9. Pay for Upward Reclassification Denial.

If the Legislature does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclassification request was received by the Department Personnel Officer 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 as determined by the committee. This payment shall be for the time period beginning the first of the month following the month in which the reclassification request was received by the Agency to the date the duties are removed.

Arbitration:

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

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by

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

The arbitrator shall allow the Agency's decision to stand unless 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 more accurately depicts the overall assigned duties, authority and responsibilities of the position.

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

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

Section 11.

If the Employer establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the Employer shall notify the Union in writing within seven (7) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the Employer in writing within thirty (30) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the thirty (30)-day period, the Parties shall meet within fourteen (14) days of above notification to discuss the matter. If an agreement is not reached within thirty (30) days, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted to the Employment Relations Board within the specified thirty (30)-day period, the matter shall be considered resolved.

ARTICLE 35 - LEADWORK DIFFERENTIAL

Section 1.

Leadwork differential will be paid to employees who are formally assigned in writing to perform leadwork. Leadwork is where an employee has been formally assigned to do substantially all of the following:

To orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards; and provide informal assessment of workers' performance to the supervisor.

Section 2.

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

Section 3.

If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no "pyramiding" occurs (*i.e.*, if an employee is receiving the leadworker differential and an out-of-classification differential, the two (2) differentials would be calculated separately and then added onto the base pay).

Section 4.

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

Section 5.

If an employee believes that the employee is performing the duties of a leadworker, but the duties have not been formally assigned in writing, the employee may submit the matter for resolution through the grievance process.

ARTICLE 36 - POSITION DESCRIPTIONS/PERFORMANCE APPRAISALS

Section 1. Position Descriptions.

Individual position descriptions shall be in writing and delineate the specific duties currently assigned to the 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 34, Classification and Classification Changes.

The position description shall be subject to an annual review with the employee. Nothing contained herein shall compromise the right or the responsibility of the Department to assign work consistent with the classification specification.

Section 2. Performance Appraisal.

The employee's performance will be rated by their immediate excluded supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide their comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the

employee has read the performance appraisal. A copy shall be provided to the employee at this time.

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

Section 3.

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

Section 4.

The Department shall give notification in writing of withholding of performance increases to an employee at least fifteen (15) days prior to the employee's eligibility date. When the performance increase is to be withheld, the reasons shall be given in writing and will be subject to "just cause" standards. Any grievance for denial of annual performance pay increases will be processed under Article 13. If an annual increase is not granted on the eligibility date, the employee's eligibility date is retained no longer than eleven (11) months beyond the eligibility date. If the increase is subsequently granted within eleven (11) months, it shall be effective on the first day of the following month and shall not be retroactive.

ARTICLE 37 - WORKWEEK, WORKDAY AND WORK SCHEDULE

Section 1. Workweek Defined.

- a. The workweek is defined as seven (7) consecutive calendar days beginning on 12:01 a.m. on Monday and ending on the following Sunday at 12:00 midnight. A workday is the twenty-four (24)-hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight.
- b. In the event an employee requests and is authorized to work a five (5), four/nine (4/9) work schedule, the workweek is defined as seven (7) consecutive calendar days beginning at 12:01 p.m. on the requested scheduled day off and ending that same day in the following week at 12:00 p.m. (noon).
- c. For FLSA-exempt employees: Professional work week is defined as a work schedule set by the supervisor and the employee which meets the needs of the agency, where starting and stopping times may vary from day to day, and the schedule is mutually agreed upon.

Section 2. Work Schedules Defined.

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

- a. Employees on a Regular Work Schedule. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such

rest periods shall be in accordance with operating requirements. Each employee working an eight (8)-hour day shall be allowed two (2) rest periods.

- b. Employees on an Alternative Work Schedule. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements.
- c. Employees expected to work two (2) or more overtime hours past their regular shift shall be entitled to a fifteen (15) minute rest period at the end of their regular shift and shall be entitled to rest periods as scheduled by the subsequent shift.

Section 3. Meal Periods.

- a. All employees working at least an eight (8)-hour workday shall be granted a nonduty meal period of not less than thirty (30) minutes and not more than one (1) hour. Such meal period shall be scheduled as close as possible to the middle of the workday. Employees working less than an eight (8)-hour workday may be granted a meal period as determined by the Department.
- b. Youth Challenge Program employees shall be offered meals at the Employer's cost. Youth Challenge employees who are responsible for cadet supervision during meal time are authorized to eat meals at no cost. Employees who are not responsible for cadet supervision during meal time, volunteers and visitors must pay for all meals.
- c. Upon request and supervisory approval, employees may combine an unpaid meal period and rest breaks, use personal leave, flex their schedule, or otherwise alter their schedule to utilize the onsite exercise facilities and/or wellness room on Agency premises or adjacent area. Approval will be granted in accordance with operational needs.

Section 4. Rest Periods.

All employees shall be granted a rest period of fifteen minutes in every four (4) hours working time or major fraction thereof (i.e., more than two (2) hours) to be taken insofar as practicable, in the middle of the work period unless utilizing Section 3.c above.

Section 5. Employee Requested Change in Work Schedule.

An employee desiring a change in work schedule may request such change to their supervisor. This includes requesting an extended unpaid lunch for personal reasons such as exercising during the workday. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to reporting pay, overtime compensation, and shift differential associated with the request. The employee's request may not be unreasonably denied, subject to the operational needs of the Department. Operational need shall be understood to include the following examples or like circumstances:

- a. National emergency or formal military declaration;
- b. State of emergency declaration by the Governor, TAG, or Installation Command where such declaration is consistent with operational readiness;
- c. Staffing level requirements necessary to provide operational coverage.
In the event of a. or b., those provisions under Article 21, Penalty Pay shall not apply.

Section 6. Request to Temporarily Modify an Existing Work Schedule.

Subject to the operating needs of the Agency, an employee may, with their immediate supervisor's advance approval, temporarily modify their work schedule (regular or alternative) in a workweek not to exceed forty (40) hours. If the supervisor approves the temporary modification, the employee waives all rights to reporting pay, overtime compensation, and shift differential associate with the request.

Section 7. Reporting time.

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

Section 8. Bidding Security Police.

Employees shall bid in order of seniority within classification. The Department will otherwise continue current practice on employee bidding shift, days off and maintain the current practice on the duration of the bid cycle. At PANG, shifts will be bid in July of each year and implemented in October.

Section 9. Youth Challenge Program.

- a. **Shift Bids.** Shift assignments and regular days off within GLC classifications shall be determined by bid process and awarded on the basis of seniority (as defined in Article 33, Section 4). Employees in GLC classifications who have completed their initial trial service may bid for shifts and regular days off. All bids must be in writing and signed by the bidding employee. Bidding shall occur annually as scheduled by the employer. Shift assignments and the work schedule will be posted seven (7) days prior to the effective date. Employees who do not submit a bid will be assigned a shift at the discretion of the employer along with trial service employees. Absent a temporary emergency situation, the employer shall make no changes to assigned shift schedules without providing at least twenty-four (24)-hours notice to the affected employees.
- b. **Weekly Schedule.** The Employer will make a good faith effort to schedule a minimum of one (1) same gender cadre per shift in each platoon to work an AM and PM shift to care for and supervise same gender cadets seven (7) days per week. In the event there is no same gender cadre available to supervise shower operations, management will seek a same gender volunteer from a different classification. If no employees volunteer, management will assign the duty. Such employees will receive thirty (30) minutes of compensatory time for each shift they perform the above duties.
- c. **Shift Exchange.** Shift exchanges between two (2) employees may be permitted upon mutual agreement of both of the employees and with the written approval of either the Program Director, Deputy Director, Commandant or a Group Life Supervisor in the absence of available upper management. The shift exchange shall be written on a form provided by the employer and both employees incur the responsibilities of the shift they have agreed to work. At no time shall the requested shift exchange subject the employer to the payment of overtime.
- d. **Program In-Service.** Employees shall be offered available work during program down time. During program down time, if no training or other work is available, employees may use accrued vacation, compensatory time, personal business or leave without pay to cover the absence during this period. If the employee elects leave without pay, the employer will provide COBRA notification pursuant to federal law.

- e. **GLC-1 Vacancy.** In the event of a vacancy requiring a temporary shift assignment, the employer will first (1st) canvas for volunteers within the classification series to fill the shift. The volunteer request shall be granted subject to program needs. If no employee volunteers, the employer shall select an employee to fill the shift, subject to program needs and using the least senior employee within the classification series. After the employer fills the vacancy and upon completion of the initial training period, the new hire shall be placed directly into the shift for which there were hired, relieving the staff assigned to that shift. The cadre being relieved from that shift will be placed back into their regular bid position. For the next vacancy, the process will be repeated and the previously selected employee will not be considered unless they volunteer.
- f. The Employer will make a good faith effort to create and maintain a gender-balanced workforce enabling adequate coverage, (including anticipated leave utilization), without the use of mandatory overtime or mandatory schedule changes to achieve gender-specific supervision of cadets. Management (including the Program Director) will meet with the Union on a regular basis to provide updates and solicit feedback on efforts restore gender-balance concerns.

Section 10. 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.

When an employee in travel status must travel in excess of three (3) hours back to their primary work location and such travel results in more than twelve (12) hours of time worked, they will be entitled to applicable per diem and hotel reimbursement for the day. Nothing in this Section requires an employee to utilize this option. This provision does not apply to OYCP employees traveling with students for orientation.

REV: 2015,2017,2019

ARTICLE 38 - SCHEDULING COMPENSATORY TIME OFF

Section 1.

Subject to the operating requirements of the Department, an employee shall have their choice of scheduling compensatory time off on a first come, first served basis. If two (2) or more employees request the same period of time off on the same day, and this conflicts with operating requirements, the employee having the greatest seniority with the Department shall be granted the time off, if the matter cannot be resolved by agreement between the employees concerned.

Section 2.

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

Section 3.

Employees shall request compensatory time off no less than five (5) calendar days before the employee wants the time off. Management will respond to the employee within five (5) days of the request. Request to use accumulated compensatory time will not be unreasonably denied,

subject to the operational needs of the Department. Compensatory time may be taken in time increments of less than eight (8) hours.

Nothing in this Section precludes an employee from requesting compensatory time off at any time. Such request is subject to management approval.

Section 4.

- a. Except for the Youth Challenge Program (see 4(b)). An employee may accrue up to one hundred (100) hours of compensatory time. The Department may allow accrual of additional hours of compensatory time off above one hundred (100) hours if specifically requested by the employee. When the accrual exceeds forty (40) hours, a mutually agreed upon plan may be developed by the employee and supervisor. The plan shall be submitted to the State Personnel Office (AGP). If there is no mutually agreed plan, a plan will be provided. The plan will provide an employee up to six (6) months to use hours accrued over seventy (70). If there is no plan in place, when the leave exceeds one hundred (100) hours and after a forty-five (45) day period following the end of a pay period, the employee shall be paid for all leave over seventy (70) hours.

- b. Youth Challenge Program: In the case of OYCP overtime to a maximum accrual of eighty (80) hours shall be accrued in the form of compensatory time off. Any additional compensatory time accrual must first be approved by the Program Director, Deputy Director, or Commandant and may be paid by supplemental payroll check. When the accrual exceeds forty (40) hours, a mutually agreed upon plan will be developed by the employee and supervisor. The plan shall be submitted to the Program Director and on to the State Personnel Office.

Section 5.

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

REV: 2015,2019

ARTICLE 39 - CAREER DEVELOPMENT

Section 1.

The Department will provide a career path resource person to provide a normal promotional path and career development counseling for bargaining unit employees. Counseling will included review of the minimum qualifications necessary for potential classifications.

Section 2.

Two (2) Union representatives and two (2) Employer representatives will meet, if requested by either party, to discuss utilization and results of the service provided by this Article.

ARTICLE 40 - SAFETY AND HEALTH

Section 1.

The Employer agrees to abide by standards of safety and health in accordance with the Oregon Statutes and Administrative Rules.

Section 2.

Proper safety devices and clothing shall be provided by the Department for all employees engaged in work where such devices and clothing are necessary to meet the requirements of the Department of Consumer and Business Services (DCBS) or if deemed necessary by the Department. Such equipment, where provided, must be used. Protective clothing and safety devices shall remain the property of the Department and shall be returned to the Department upon termination of employment.

Section 3.

If an employee claims that assigned equipment or job assignment is unsafe or might endanger their health, and for that reason refuses to use the equipment or perform the assigned job, the employee shall immediately give their specific reasons to the employee's supervisor, in writing, who shall make an immediate determination in consultation with a representative of the appropriate governmental agency (as may be needed) regarding the safety of the equipment or job assignment in question. At the discretion of the Union, an official Union representative may accompany the Department's Safety Representative, or the DCBS representative conducting the safety inspection.

Section 4.

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.

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 the employee's health shall not be paid by the Department unless the employee's claim is upheld.

Section 5.

The Department shall provide and maintain first aid kits for use in emergencies. Said first aid kits shall be in locations designated by management and shall be available for emergency use.

Section 6.

Oregon Military Department employees required to work with inmates shall receive appropriate Department of Corrections training within a reasonable time.

Section 7. 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 41 - EDUCATION AND TRAINING

Section 1.

The Department will, as far as it is reasonably practicable to do so, provide training and education opportunities for employees including support and technical staff. Such opportunities may include, but not be limited to, job-related training, career development, job rotations, and special assignments. The Department will obtain and disseminate current information about available training and opportunities on a timely basis.

Section 2.

Training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Department, the employee shall be notified in writing, and the employee shall be paid for the time as time worked.

Section 3.

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

Section 4.

If a regular status employee desires reimbursement for course registration for training outside of the Department, the employee must receive written approval from the Department.

ARTICLE 42 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1.

The Department shall continue current practice, based on Agency policy relevant to the location and type of work, with respect to protective clothing except as modified by this Article. Proposed modifications of policies affecting uniforms and protective clothing will be reviewed with the Statewide Labor Management Committee.

Section 2.

If the Department requires that uniform clothing of a distinctive design or fashion be worn by certain employees, the Department shall provide notice to the new employee of the specific uniform requirements within the first week of hire. The Department will either provide the designated clothing or explain the process whereby the employee may procure the designated clothing within thirty (30) days of hire..

Section 3.

The Department shall provide coveralls to Armory Operation Technicians, CE Trades Occupation employees working in trades that necessitate protection from paints, solvents, and grease.

Section 4.

Force Protection Officers/Leaders will be required to wear the prescribed head gear at the main and alternate entry points to the installation.

Section 5.

The employer shall provide safety boots to all employees who are required under OSHA regulations to wear safety boots. Employees shall be notified of the program policy for purchase and reimbursement of safety boots within their first week of employment. The Department shall provide several options to employees which meet the employer's specifications. These options will be presented to the local labor/management committee for concurrence. Where ADA reasonable accommodations are necessary those accommodations will be provided through the OMD State Personnel Office.

REV: 2015

ARTICLE 43 - 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 1.a., employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two 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 1.a., employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two 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 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.
9. Sections 2b (1)-(8) above shall not apply to the Youth Challenge Program when a class is in session.

Section 3.

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift FLSA exempt employees shall be paid for the work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one or more full workweek(s)

Section 4.

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

Section 5. Alternate Work Sites.

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

Section 6. Late or Unable to Report.

Where the Agency remains open and an employee notifies their 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 9.

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

ARTICLE 44 - WORKERS' COMPENSATION

Injured workers' return to work shall be in accordance to State Policy 50.020.05.

ARTICLE 45 - SEASONAL EMPLOYEES

Section 1.

Positions represented by the Union which occur, terminate (unscheduled) and recur periodically and regularly, regardless of duration thereof, shall be designated as seasonal positions. A Wildland Fire Fighter season is defined as a period of a minimum of three (3) to six (6) months (or more) occurring in one (1) calendar year.

Section 2. Trial Service of Seasonal Employees.

Employees will complete a trial service after having served a combination of seasonal periods totaling six (6) full calendar months or a minimum of 1,040 hours. After completion of trial service the employee attains regular status. A regular status seasonal employee shall be eligible for a merit increase upon returning to the Agency in the same classification the next annual season after the season in which the employee completed trial service. The employee will be eligible for a merit increase every twelve (12) months thereafter, regardless of the number of seasons in the twelve (12) month time period. A seasonal employee will not receive personal business leave unless 1,040 hours is anticipated to be worked in the season. Otherwise, seasonal employees shall be entitled to all rights and benefits of full-time employees during the employment season, except as modified by this Agreement.

Section 3.

A person appointed to a seasonal position during the term of this Agreement shall be informed in writing at the time of appointment that the position has been designated as a seasonal position and that the employee may expect to work only when work is available. A seasonal employee

may be scheduled for work at the discretion of the supervisor when the workload for the position so justifies without any penalty pay provision for short notice.

Section 4.

The unscheduling of an employee appointed to a seasonal position shall not be considered a layoff. Whenever possible, a seasonal employee shall be given ten (10) calendar days' notice of the scheduling and unscheduling of work. When such notice cannot be given, such employees may be unscheduled without advance notice. The employer shall not use unscheduling of work as a method for (unofficially) disciplining or discharging a seasonal employee.

Section 5.

Employees in seasonal positions who have reached regular status and are eligible for retirement benefits shall participate in PERS (Public Employees Retirement System). A seasonal employee shall qualify for PERS participation when at least six hundred (600) hours have been worked in a twelve (12)-month period. A six percent (6%) special differential shall not be offered in lieu of participation in PERS.

Section 6. Return of Seasonal Employees.

A seasonal employee is responsible with providing the Agency updated contact information.

A seasonal employee who has successfully completed trial service may return to employment as a seasonal employee for the next season under the following circumstances. Prior to the beginning of a new season, the Agency will notify the employees in seniority order and according to classification being recalled, of the seasonal employment opportunity. The employee must respond within five (5) business days of notification whether they wish to return. If the employee does not affirm he or she wishes to return within five (5) business days, the employee must compete with other applicants for seasonal positions.

If an employee eligible for recall is deployed on Military leave, the individual will have rights to seasonal employment upon return from deployment during the current season or next seasonal employment period if the employee returns from deployment between seasons.

A seasonal employee who has not yet passed trial service but has served one season will be notified of any remaining seasonal employment opportunities and must respond within (5) five business days of notification, otherwise they must compete with other applicants.

A seasonal employee who was employed as an entry-level Wildland Fire Fighter in the previous season returns in the next season as an entry-level Wildland Fire Fighter. After the employee has completed two (2) seasons, the employee may be called back as a Wildland Fire Fighter.

Section 7. Off-Season Employment.

The salary of a seasonal employee who works for the state between seasons, shall remain as if the employee had not accepted other state employment between seasons.

REV: 2015, 2017

ARTICLE 46 - COMMERCIAL DRIVER'S LICENSE (CDL)

Section 1. Application.

This Agreement covers all AFSCME-represented employees who are required to possess a Commercial Driver's License and perform safety sensitive functions in all agencies where the Union is the bargaining agent. This Agreement is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for Commercial Driver's License (CDL) and applicable law.

Section 2. Payment for Testing.

Agencies will pay for the initial and confirmation tests. If an employee wants additional tests conducted, or if the tests are required under a last chance agreement, the employee pays for the test. Testing will be for substances listed in Part 40.21(a).

Section 3. Pre-Employment Testing.

A pre-employment alcohol and drug test will be conducted under the following conditions, except where conditions listed in Part 382.301(b)(c) are met:

- a. New hire to the agency of employee who is currently in an AFSCME-represented bargaining unit, unless the employee meets the requirements outlined in the regulations.
- b. Return from layoff.
- c. Reemployed as a seasonal employee.
- d. Promotions, demotions and transfers where the employer moves into a position that requires a CDL.
- e. Where an employee possesses a CDL and receives a new assignment requiring the possession of a CDL yet does not change positions.

Section 4. Random Test "Pool."

For purposes of random testing required by Part 382.305, all affected AFSCME-represented employees shall be placed in the same "pool."

Section 5. Consequences of Positive Tests.

After an MRO review, when an agency receives notice of an employee's positive test, the Agency will take one (1) or more of the following actions in addition to removing the employee from safety sensitive functions:

- a. Random, Reasonable and Pre-Employment Tests.
 - (1) Temporarily assign the employee to non-safety sensitive functions;
 - (2) Allow an employee to take accrued leave or leave without pay pursuant to the requirements of the Agreement if the Agency does not assign non-safety sensitive functions;
 - (3) Refer the employee to rehabilitation and last chance agreement, if appropriate;
 - (4) Take disciplinary action pursuant to the requirements of the Agreement.

In the case of pre-employment testing for promotions, demotions or transfers where the employee is moving from a position that does not require a CDL to a position that requires a CDL, an additional option is to rescind the appointment.

- b. Post Accident, Follow-Up and Return to Duty Testing.
 - (1) Refer employee to rehabilitation and last chance agreement; and/or
 - (2) Take disciplinary action pursuant to the requirements of the Agreement.

This Agreement does not waive employee rights under Part 382.505 as it applies to alcohol test results of 0.02 to 0.039.

Section 6. Use of Leaves.

- a. An employee will be granted Agency time for actual testing, traveling to and from the test site if such travel is required and for meeting with the medical review officer if such meeting is necessary.
- b. An employee who tests positive in a random, reasonable suspicion or post-accident test can use any accrued leave or leave without pay pursuant to the terms of the Agreement when removed from their position when the Agency does not assign the employee non-safety sensitive functions to perform.
- c. An employee can use accrued leave or leave without pay pursuant to the terms of the Agreement to enroll in and participate in a rehabilitation program and for meeting with the certified substance abuse professional if such meeting is required.
- d. If test results are later found to be negative, and the employee used accrued leave when removed from a safety sensitive function, the employee's leave accrual balance will be restored.

Section 7. Refusal to Test.

An employee may be terminated pursuant to the requirements of this Agreement.

Section 8. Definition of "Accident" for Purposes of Post-Accident Testing.

The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal Regulations.

Section 9. Status of Person on Return from Layoff and Seasonal Rehire.

The consequences of a person on a return from a layoff list or seasonal rehire list as a result of a positive test will be the following:

- a. Return from Layoff (provided that there shall be a minimum of twenty-four (24) hours between receipt of recall notice and time to report for testing).
 - (1) Alcohol test results of 0.04 or greater or a positive drug test. The Agency may exercise the same options as listed in Section 6.a.
 - (2) Alcohol test results of less than 0.04. The Agency will require that the employee take a return to duty test. If the test is negative, the person will be hired. If the alcohol test is positive, the Agency may exercise the same options as listed in Section 6.a.

- b. Seasonal Rehire.
 - (1) Alcohol test result of 0.04 or greater or positive drug test. The person will not be rehired, but can reapply under reemployment conditions.
 - (2) Alcohol test results of less than 0.04. The Agency will require that the person take a return to duty test. If the test is negative, the person will be hired. If the test is positive, the person will be denied the position and can reapply under reemployment conditions.

Section 10. Employees Necessary to Require Reasonable Suspicion Testing.

Wherever practicable, the concurrence of two (2) supervisors is necessary to require reasonable suspicion testing of an employee. If the test results are negative, the agency Labor/Management Committee may review to determine if the supervisors acted in good faith.

ARTICLE 47 - LICENSES AND CERTIFICATION

Section 1.

An employee, in a position that requires a license, certification or specialized training as a condition of employment, shall pay the cost of any renewal, additional training, or related expenses to maintain the qualifications for their position. Subject to the Department's operational needs, the Department shall grant paid time off as career development for that time the employee is absent from work to renew the license/certification or acquire training for the maintenance of job qualifications. Subject to the Department's operational needs, the Department may permit employees to flex their work schedules during the workweek that they attend weekend and/or after-hours training classes for the purpose of maintaining the license, certification or specialized training required for their position, to allow such employees time off equal to the amount of time spent in training classes. Such employees shall seek permission from their immediate supervisors to so flex their schedules at the earliest possible time. Employees so flexing their work schedules waive any daily overtime pay which might otherwise be owed under this Agreement and will maintain a workweek of forty (40) hours or less.

Section 2.

When an employee is asked to acquire and maintain special job qualifications for reasons other than a condition of employment upon hiring, the Department pays all license/certification fees, training, renewals and other related costs. Those employees who have acquired licenses/certifications required after hire and will in the future be required to maintain and renew those license/certifications the Agency shall continue the practice of payment for those employees.

ARTICLE 48 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

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

including the names of affected members, identify the proposed placement, and the placement believed to be correct by the affected employees. The appeal must include current, signed position descriptions. Because the old classifications are to be abolished, correct placement cannot be back to the prior classification.

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

- (1) The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
 - (2) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
 - (3) The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.
- b. If denied, the Union may appeal the Agency's decision in writing to the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two (2) resource persons, one (1) designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

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

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

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

- c. The decision of the designees shall be binding on the Parties. However, agencies may elect to remove/modify duties at any point during the process.
- d. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45)-calendar day period. Each party may go forward with only one (1) class. Each party may choose to take to arbitration either the current class, class

appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless they conclude that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.

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

ARTICLE 49 - 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 50 – DRUG AND ALCOHOL TESTING

One employee per quarter will be randomly selected for the drug and alcohol testing in accordance with AGP Policy 99.100.02 for the following classifications:

C5519	Force Protection Officer
C5521	Force Protection Leader
C5232	Investigator 2

ARTICLE 51 - 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 52 – 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 - ARMORY RENTAL INCENTIVE PAY PLAN

1. This Agreement is between the American Federation of State, County and Municipal Employees, Local 3932 (Union) and the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Military Department (Agency).
2. The purpose of this Letter of Agreement is to authorize the Agency to establish an Armory Rental Incentive Pay Plan (Program).
3. As such, the Parties agree that the Agency may establish a Program corresponding substantially with the Oregon Military Department State Rental Program Incentive Pay Policy, a copy of which is attached hereto.
4. The Agency may, in its sole discretion, discontinue the Program at any time by giving ninety (90)-days written notice to the Union. If, at the time of discontinuance, any incentive pay is due to eligible employees, those amounts will be paid to the employees in question on the next applicable "pay due date" (paragraph 7e of the Policy) which corresponds to the date of discontinuance.
5. Neither this Letter of Agreement nor any provision of the Program is subject to Article 13, Grievance Procedure. However, an employee who is disciplined for Program-related conduct may grieve the disciplinary action pursuant to Article 13.
6. This Letter of Agreement expires June 30, 2021.

OREGON MILITARY DEPARTMENT - STATE RENTAL PROGRAM INCENTIVE PAY POLICY

1. **PURPOSE.** The purpose of this policy is to increase Oregon Military Department State Rental Program Other Funds revenue.
2. **OBJECTIVE.** The objective of this policy is to provide a means for eligible state employees that provide direct support to the State Rental Program to receive incentive pay for increasing Other Funds revenue above an established target for their worksite.
3. **PROPONENT.** The Installations Division (AGI) is the proponent of the Oregon Military Department (OMD) State Rental Program Incentive Pay Policy.
4. **RESPONSIBILITIES:**
 - a. The Director of Installations approves revenue targets and is responsible for oversight and compliance with this policy through the Chief, Operations and Maintenance Branch.
 - b. The Chief, Operations and Maintenance Branch establishes targets and is responsible for supervisory management and oversight of the OMD State Rental Program Incentive Pay Policy.

- c. The Installations Division State Rental Program Manager, in coordination with the Installations Chief, Operations and Maintenance Branch, the Installations Budget Analyst, the State Financial Administration Division (AGC) and the State Personnel Office (AGP), shall track revenue by worksite and region, compute incentive pay, and provide incentive pay information to the Payroll Accountant for payment to eligible employees.
- d. The State Financial Administration Division (AGC) shall receive, deposit and account for rental revenue. AGC shall provide revenue summary reports to the Installations Budget Analyst.
- e. The Installations Budget Analyst shall review AGC's revenue reports for accuracy and forward a summary report to the State Rental Program Manager.

5. **DEFINITION OF ELIGIBLE STATE EMPLOYEES.** State employees with duties in their position description directly supporting the OMD State Rental Program are eligible to receive State Rental Program Incentive Pay. Examples of these employees include:

- a. Full-time permanent Facility Maintenance Specialists that provide direct support to the State Rental Program.
- b. Part-time permanent Military Lease Agents that provide the sole direct support to the State Rental Program in the absence of any other state employee. Part-time permanent Military Lease Agents who periodically work events but are not responsible for renting the facility are not eligible for incentive pay.
- c. Full-time permanent Regional Events Marketing Managers that provide direct support to the State Rental Program for a region.
- d. Full-time permanent Custodial Service Coordinators that provide direct support to the State Rental Program for a region.
- e. State employees who are identified in writing as temporarily providing direct support to the State Rental Program as an additional duty.
- f. The State Rental Program Manager whose principle duties involves day-to-day operational management of the OMD's State Rental Program.

6. **DEFINITION OF DIRECT SUPPORT.** Direct support to the State Rental Program is defined by those job duties which pertain to marketing, meeting with prospective renters to negotiate lease contracts, completing lease contracts, collecting and forwarding rental payments to OMD, coordinating with security firms to provide security services for events, completing and forwarding rental reports to OMD. ***State employees shall be eligible for incentive pay if their duties include part or all of the above duties.***

7. **GENERAL.**

- a. Incentive pay to eligible state employees shall be paid only when the quarterly statewide total target is met.
- b. Incentive pay to eligible Regional Events Marketing Managers and Regional Custodial Services Coordinators shall be paid only when the quarterly statewide target is met and their assigned regional quarterly target is met.

- c. The Chief, Operations and Maintenance Branch and the Installations State Rental Program Manager shall review total rental revenue earned quarterly to determine if the statewide target and regional targets have been met for that quarter. If the statewide target has been met, then the State Rental Program Manager shall determine which sites have exceeded their target for that quarter. Additionally, the State Rental Program Manager shall determine which regions have exceeded their target for the quarter.
- d. Quarterly targets for worksites shall be determined by dividing the worksites' biennial target by eight. Quarterly targets for regions shall be determined by totaling all the quarterly targets for worksites assigned to a region. (See attached OMD State Rental Program Organizational Chart).
- e. The following are the dates of the fiscal quarters that shall be the time periods for pay incentive computations and the dates that incentive pay shall be due to eligible state employees:

FISCAL QUARTERS		PAY DUE DATE
1 st Quarter	1 July – 30 September	1 January
2 nd Quarter	1 October – 31 December	1 April
3 rd Quarter	1 January – 31 March	1 July
4 th Quarter	1 April – 30 June	1 October

- f. Eligible state employees shall be paid 10% of the amount of revenue earned above the target for the quarter to a maximum payout of \$1,000.00. Incentive pay computations shall be based on the revenue earned during one quarter. Target revenue earnings shall not be cumulative and shall not be carried forward from one quarter to the next.
- g. Eligible Regional Events Marketing Managers and Custodial Services Coordinators shall be paid 10% of the amount earned above the regional target for that quarter to a maximum payout of \$1,000.00. Regional Events Marketing Managers and Custodial Services Coordinators shall receive incentive pay only when the regional target has been met. Incentive pay computations shall be based on the regional revenue earned during one quarter. Target revenue earnings shall not be cumulative and shall not be carried forward from one quarter to the next.
- h. The State Rental Program Manager shall be paid 10% of the total amount of incentive pay earned by all eligible state employees for that quarter to a maximum payout of \$1,000.00.
- i. State employees permanently assigned to work multiple sites shall be paid incentive pay for each site that exceeded the established quarterly target to a maximum total payout of \$1,000.00.
- j. When more than one eligible state employee works at one site, incentive pay shall be divided equally between those state employees who provide direct support to the State Rental Program.
- k. When more than one eligible state employee who is responsible for a region works in the same region, incentive pay shall be divided equally between those state employees who provide direct support to the State Rental Program for that region.

- l. Biennial revenue targets shall be developed and established by the Chief, Operations and Maintenance Branch in coordination and discussion with employees eligible to participate in the program. Biennial targets shall be reviewed and approved by the Director of Installations. Targets shall be determined for the next biennium no later than 60 days prior to the end of the current biennium. Targets shall be determined based on future revenue earning potential, past performance, and adjusted for unexpected windfall revenue earnings or losses. The Director of Installations is the final authority on reconciling disputed targets.
- m. Statewide Rental Program revenue earnings are normally reconciled within 60 days after the end of a month. In order to ensure accuracy in revenue computations, incentive pay to state employees shall be due on the first state payroll after the end of the next fiscal quarter (See paragraph 7e).
- n. Revenue earnings shall be adjusted for cleaning/damage deposit refunds, and accounts receivable that cannot be collected.

8. **INCENTIVE PAY PROGRAM TERMINATION.** The OMD reserves the right to terminate the incentive pay program at the sole discretion of the OMD with ninety (90) days written notice to the union. The Oregon Military Department's Deputy Director is the decision authority for termination of the program.

9. **GRIEVANCE STATUS.** *All provisions of the OMD's Incentive Pay Program shall be considered non-grievable by state employees.*

LETTER OF AGREEMENT - ARTICLE 9, 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 9](#), 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 - ARTICLE 14 – 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 14](#), 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. The part times subsidy shall be determined by PEBB for each plan year.

The employee will pay premium balance.

LETTER OF AGREEMENT – ARTICLE 14, PEBB MEMBER ADVISORY COMMITTEE

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

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

Therefore, the Parties agree to the following:

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

This Agreement will sunset on June 30, 2021.

LETTER OF AGREEMENT – STARBASE Employees

At the Employer's discretion, the employees shall be offered available work during program down time. During program down time, if no training or other work is directed and scheduled by the Employer, employees may use accrued vacation, compensatory time or leave without pay to cover the absence during this period. If the employee elects to use leave without pay, the Employer will provide COBRA notification pursuant to federal law.

LETTER OF AGREEMENT – PERS DIVERSION

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

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

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

LETTER OF AGREEMENT – HB2016-B BARGAINING

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

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

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

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

LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS

1. 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.

2. New Employee Orientation

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

LETTER OF AGREEMENT – SALARY BENEFIT SURVEY

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

The purpose of this Agreement is set forth timelines and commitments to conduct a salary/benefit survey on selected classifications listed below in preparation for 2021-2023 biennial bargaining.

The Parties agree to the following:

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

LETTER OF AGREEMENT – STATE WORKER TRAINING FUND

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

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

In order to accomplish these goals, the Parties will:

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

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

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

Timeline:

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

- How trustees are appointed and removed
- Terms of a trustee’s appointment
- Quorum requirements
- Meeting requirements
- Powers/ability to call a special meeting of the board
- Votes and quorum requirements

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

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

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

LETTER OF AGREEMENT – CONTRACT SPECIALIST

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

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

The Parties agree to the following:

Selection and Appointment of Contract Specialists:

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

Pay and Benefits:

- A. The Agency shall continue to pay salary and benefits which includes pension contribution, insurance and paid leave time consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist the specifics which will be noted in the employee's Contract Specialist agreement.
- B. Contract Specialists shall submit monthly timesheets recording a maximum of forty (40) hours of work each week. The timesheet shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.
- C. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the applicable local Agency Collective Bargaining Agreement.

- D. Where the Union has designated Contract Specialist, the Agency shall pay up to eighty-five thousand (\$85,000) a year for the Contract Specialist which includes pay and benefits. Any costs above eighty-five thousand (\$85,000) per year shall be paid by the Union by reimbursing the Agency using Agency established policies and procedures for reimbursement.
- E. The Agency shall not be liable for any overtime costs while the Contract Specialist is on assignment with the Union.

Travel and Reimbursements:

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

Duties:

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

Dispute Resolution:

Notwithstanding any agreements that include grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Letter of Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there no resolution, the moving party may request arbitration. The Parties shall use the arbitration procedure outlined in the agreement where the employee is employed.

Indemnification:

The Union shall indemnify and the Union and Contract Specialists hold the Employer and Agency harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer/Agency for the purpose of complying with this Letter of Agreement on Contract Specialists.

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

Term of Agreement:

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

LETTER OF AGREEMENT – TECHNOLOGY

This Agreement is executed by AFSCME Council 75 on behalf of the local AFSCME Oregon Military Department Unit (Union) and the State of Oregon, acting through the Department of Administrative Services, (DAS) on behalf of the Oregon Military Department (Agency).

The Parties agree that the Oregon Military Department faces unique challenges regarding the implementation of technology/upgrades such as availability of computers, cell phones and network/internet connectivity as well as sufficient interface between the State of Oregon systems and the federal systems. The Parties agree to work collaboratively to identify improvements and solutions necessary for efficient department operations. Therefore, the Parties agree:

- A. The Agency will relaunch the Central Labor Management Committee (LMC) and they shall operate in accordance with Article 4 of the Collective Bargaining Agreement. The LMC shall add technology issues/concerns/training as a regular agenda item for the duration of this Letter of Agreement. The Labor Relations Unit, (LRU) in collaboration with AFSCME Council 75, will provide committee training to the new members of the LMC no later than December 15, 2019.
- B. The Agency will identify adequate computer availability, required programs and access for each employee and incorporate this information into the new-hire/transfer/promotional materials for employees no later than December 1, 2019. The Agency will provide this information to the LMC upon request.
- C. Employees that are required to use a cell phone to perform their job duties will be issued a cell phone for that purpose. Employees who are required to use a cell phone for work on a sporadic bases shall have a cell phone made available to them when necessary. Cell phones will not be issued by the Agency for employees to use as a source of personal contact.
- D. The Agency will not require employees to use their personal email or cell phone for business purposes.

This Letter of Agreement will sunset on June 30, 2021.

**LETTER OF AGREEMENT – FACILITY ENERGY TECHNICIAN 3 – RECRUITMENT AND
RETENTION DIFFERENTIAL**

This Letter of Agreement is between the American Federation of State, County and Municipal Employees, Local 3932 (Union) and the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Military Department (Agency).

The Parties agree to the following:

Effective July 1, 2019, Facility Energy Technician 3's (C4034) shall receive a five percent (5%) recruitment and retention differential above their current base rate of pay pending a classification study. The classification study shall be completed no later than December 31, 2020. Interim bargaining will begin within thirty (30) days of written notification to the Union of the finalization of the class specification.

This Letter of Agreement expires June 30, 2021.

LETTER OF AGREEMENT – ARTICLE 22 – FILLING OF VACANCIES

The Parties agree that Management at Camp Rilea and Camp Umatilla will continue to post position vacancies until the “Job Interests” component of Workday becomes accessible to employees. When “Job Interests” becomes available employees at Camp Rilea and Camp Umatilla will be notified that the postings will cease and provided appropriate resources so that they can use “Job Interests”.

LETTER OF AGREEMENT – WILDLAND FIRE FIGHTER AND FOREST OFFICER TRAINING

The Parties agree to establish a Labor Management Committee to explore and prioritize the educational and developmental interests of OMD employees engaged in wildland firefighting.

This LMC will further work together to identify free and low cost opportunities to meet these interests.

The Agency shall identify up to three (3) managers and the Union shall identify up to three (3) bargaining unit employees to participate in this LMC. Human Resources and the Union each have the opportunity to identify an additional advisory member.

Employees serving on this committee shall not suffer a loss of pay or benefits when traveling to and from meetings and participating in committee meetings and activities. The Agency shall either provide a state vehicle or reimburse the employee for use of their personal vehicle at the Agency's option.

The Parties shall select their representatives and notify the other party within sixty (60) days of ratification of the Contract. Meetings shall begin within sixty (60) days of that notification.

LETTER OF AGREEMENT – WILDAND FIRE FIGHTER FITNESS STANDARD

This Agreement applies to permanent, part-time, seasonal and limited duration Wildland Fire Fighters, Entry Level Wildland Fire Fighters and Forest Officers of the Oregon Military Department.

1. As a unique condition of employment, the employees in the above-named job classifications, must maintain a high level of fitness during their employment with OMD, and pass an arduous fitness test prior to initial employment, annually, and at the beginning of the season for seasonal employees. The program permits employees to exercise up to three (3) hours per week during scheduled duty time. The purpose of allowing duty-time fitness training is to encourage the Fire Fighters to exercise in order for them to be better able to respond to the physical requirements of their profession and to aid them in passing their annual fitness test. Fitness training during scheduled duty is a privilege that can be revoked at any time if abused. An example of abuse would be using an approved physical fitness training period for other personal activities.
2. The employees may exercise during scheduled work hours under the following conditions, which are subject to amendment with notice to the Union:
 - a. An employee may workout on duty no more than three (3) days per week, up to one (1) continuous hour per day.
 - b. Employees are not authorized to combine break periods, other than lunch, to provide a longer period of exercise.
 - c. The workout must take place at the work-site and must start and stop at the employee's duty station. For example, an employee may jog on a trail starting and stopping at the duty station, but may not drive to a nearby fitness center to workout.
 - d. The one (1) hour includes any time taken to change in and out of workout attire, shower, groom, and report back to the employee's duty station.
 - e. The workout cannot interfere with business need. The mission of the Oregon Military Department and emergency workload requirements will take precedence over individual duty-time fitness training. Exercise schedules will be established, adjusted, or if necessary, temporarily canceled to negate adverse mission impact. If operational need necessitates that an employee miss an entire workout, the workout time is forfeited unless the supervisor gives permission to shift the workout to another workday within the workweek.
 - f. If a workout is started but is interrupted by operational need, the remainder of the work-out is forfeited and cannot be "made up" on another day.
 - g. Supervisors are not authorized to permanently or temporarily adjust an employee's normal work schedule for the sole purpose of accommodating an exercise period. For instance, the supervisor would not delay the start of the normal workday in order to allow an employee to jog after the morning fog clears.
 - h. Prior to being granted the on-duty time for exercise, employees must complete and sign a *Physical Fitness Training During Regular Work Hours Statement of Understanding and Liability*. Supervisors will keep a copy of the completed form for their files and forward the original to AGP.
 - i. Supervisors will maintain a sign-out/in roster at the work site that includes the following information for each participant's period of exercise: Date, Employee Name, Type of Exercise, Location of Exercise, Time Out, Time In, Remarks, and Employee Signature. Supervisors will maintain the roster pages for a period of

- one (1) year after completion so an employee's injury claim can be correlated with a period of duty/exercise if necessary. The supervisor must approve this plan. A form will be provided for this purpose. Employees will use the work site roster to sign out and sign in at the beginning of the exercise period and when returning to work.
- j. Approval of a plan does not override operational needs.
 - k. The Agency will not purchase equipment, clothing, shoes or other items necessary for the employee's workout.
 - l. An employee's workout will not cause overtime.
 - m. Workouts must be accurately tracked and the tracking record must accompany each employee's timesheet at the end of the month.
 - n. The employee is responsible to workout in a safe manner.
 - o. Recreational activities such as golf, bowling, and table tennis are not considered aerobic in nature and are not authorized. Basketball, volleyball, football, and soccer can contribute to aerobic fitness. However, the injury potential from participating in these team sports outweighs the health benefit so these activities are not authorized during scheduled work hours. Variations of these activities such as one-on-one basketball and racquetball are also not authorized.
 - p. Employees who abuse the exercise policy are subject to revocation of exercise privileges and/or disciplinary action.

This Agreement is in effect from the date of signing through June 30, 2021.

LETTER OF AGREEMENT – FORCE PROTECTION PHYSICAL STANDARDS REQUIREMENTS AND IMPLEMENTATION

This Agreement is executed by AFSCME Council 75 on behalf of the local AFSCME Oregon Military Department Unit (Union) and the State of Oregon, acting through the Department of Administrative Services, (DAS) on behalf of the Oregon Military Department (Agency).

The Parties agree to implement the federally required physical standards for security forces employees using the ORPAT (Oregon Physical Abilities Test) standards and the following process:

- A. The Employer will post the requirements and require the physical standards as a condition of employment on all new job announcements. Employees are required to achieve and maintain physical standards as demonstrated by annual ORPAT success. Employees who fail to maintain the standard will be subject to progressive discipline. The Employer agrees that the test requirements will be no more stringent than the military standards.
- B. Current Force Protection employees will be required to test annually. The Agency will provide a phase-in opportunity to employees who do not achieve compliance on their initial test date.
 - 1. The Agency will offer an ORPAT pre-test in September/October 2019 in order to allow current employees feedback into their level of physical fitness. Pre-testing and annual testing will be conducted by the unit fitness manager. Employees successfully passing the pre-test will not need to test until the annual testing period. Annual testing will occur in June of each year.
 - 2. Upon request, current employees who fail the pre-test will receive an individualized physical fitness performance improvement plan created by the unit fitness manager in order to make the appropriate self-improvements prior to undergoing annual testing in June.
 - 3. Current employees who fail the ORPAT in June 2020 will be placed on a twelve (12) month physical performance improvement plan. Current employees who continue to fail the annual ORPAT will be subject to progressive discipline beginning in June 2021. The Parties agree that if the employee is progressing toward their established fitness goals they shall receive at least six (6) month between steps of progressive discipline.
- C. Employees impacted by this transition process are encouraged to work with Agency Human Resources to identify potential job shadowing, internal opportunities and other resources that will assist employees in finding new positions within the Agency.
- D. The Parties agree to establish a Kingsley/PANG LMC to jointly identify and review standards appropriate for the OMD Force Protection as permitted by the ORPAT. This LMC shall be comprised of Kingsley and PANG Union Chapter Chairs, an AFSCME-represented Force Protection staff member appointed by the Union from each facility, and up to two (2) Employer appointed representatives from Kingsley and from PANG. An AFSCME Union Representative and a Human Resources Representative may attend as ad hoc committee members. This LMC shall begin meeting no later than December 1, 2019.

This Letter of Agreement will sunset June 30, 2021.

COMPENSATION PLAN - TO BE INSERTED

SALARY SCHEDULE - TO BE INSERTED

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

OREGON MILITARY DEPARTMENT

Signed this 26 day of September, 2019, at Salem, Oregon.



FOR THE
STATE OF
OREGON

Handwritten signature of Katy Coba in blue ink.

Katy Coba, Director
Department of Administrative Services (DAS)

Handwritten signature of Madilyn Zike in blue ink.

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

Handwritten signature of Kimberly Rockeman in blue ink.

Kimberly Rockeman (Proffitt)
State Labor Relations Manager
DAS CHRO Labor Relations Unit

Handwritten signature of Michael E. Stencel in blue ink.

Maj Gen. Michael E. Stencel,
The Adjutant General
Oregon Military Department



FOR THE AMERICAN
FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES

Handwritten signature of Diane Lovell in blue ink.

Diane Lovell
AFSCME Council 75 Representative

Handwritten signature of Nicole Meck in purple ink.

Nicole Meck
AFSCME Council 75 Representative

Handwritten signature of John LeCarno in blue ink.

John LeCarno
President

Handwritten signature of Kevin Widenmeyer in blue ink.

Kevin Widenmeyer
Secretary Treasurer/ Vice President

Handwritten signature of Clifford Dennis in blue ink.

Clifford Dennis
1st Vice President/ Vice President

Handwritten signature of Bryan Gilbert in blue ink.

Bryan Gilbert
Vice President

Handwritten signature of Deborah Turner in blue ink.

Deborah Turner
Recording Secretary/ Vice President

Handwritten signature of Roxanne Stapleton in blue ink.

Roxanne Stapleton
Vice President

DAS DEPARTMENT OF
ADMINISTRATIVE
SERVICES
Department of Administrative Services
Chief Human Resources Office
Labor Relations Unit
155 Cottage Street NE
Salem, OR 97301-3971
(503) 378-2616
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>