COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DAS

Department of Administrative Services

and

SEIU

Service Employees International Union, Local 503, OPEU

2019 - 2021

SPECIAL AGENCIES COALITION

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The indexing system used in this Agreement assigns a reference number to each Coalition and a letter to each Agency within the Coalition. These numbers and letters are as follows:

.1 HUMAN SERVICES COALITION

.1C Employment Department
.1M Department of Human Services-Oregon Health Authority (DHS-OHA)

.2 INSTITUTIONS COALITION

.2A Oregon Youth Authority Youth Correctional Facilities and Camps (OYA)
.2C Oregon State Hospital (OSH)
.2H Pendleton State-Delivered Secure Residential Treatment Facility (Pendleton Cottage)
.2K Oregon Youth Authority Admin. and Field Services (OYA)

.3 ODOT COALITION

.3A Oregon Department of Transportation (ODOT)
.3B Oregon Parks & Recreation Department (OPRD)
.3C Oregon Department of Forestry (ODF)
.3D Oregon Department of Aviation (ODOA)
.3E Oregon Department of Fish & Wildlife (ODFW)
.3F Department of Geology and Mineral Industries (DOGAMI)
.3G Oregon Department of Agriculture
.3H Oregon Water Resources Department (WRD)
.3I Oregon Watershed Enhancement Board (OWEB)

.5 SPECIAL AGENCIES COALITION

.5A Department of Education (ODE)
(Including School for the Deaf (OSD) & Youth Corrections Education Program (YCEP))
.5C Oregon State Library (OSL)
.5D Oregon State Treasury (OST)
.5E Department of Administrative Services (DAS)
.5F Commission for the Blind
.5G Public Employees Retirement System (PERS)
.5H Department of Justice (DOJ)
.5I Oregon Housing & Community Services (OHCS)
.5J Teachers Standards and Practices Commission (TSPC)
.5N Department of Revenue
.5Q Department of Consumer & Business Services (DCBS)
.5S Bureau of Labor and Industries (BOLI)
.5T Department of Veterans' Affairs (DVA)
.5V Workers' Compensation Board (WCB)
.5W Licensing Boards:
Board of Dentistry
Board of Examiners for Engineering and Land Surveying
Board of Examiners for Speech Pathology & Audiology
Board of Massage Therapists
Board of Medical Imaging
Board of Naturopathic Medicine
Board of Nursing
Board of Pharmacy
Mortuary and Cemetery Board
Occupational Therapy Licensing Board
Oregon Medical Board
Oregon Mental Health Regulatory Board
.5Y Higher Education Coordinating Commission (HECC)

In this Agreement, four types of Article numbers appear. These numbers have different applications. For example, some Articles apply to all Agencies covered under this Agreement, some Articles apply only to the Agencies within a particular coalition, some Articles apply only to a particular Agency within a coalition, and some apply only to temporary employees. The types of numbers used are as follows:

1. Articles which were negotiated centrally and apply to all coalitions and all Agencies within the four coalitions have numbers without any subcategories, e.g.:

   Article 20--Discipline and Discharge
   Article 27--Salary Increase
   Article 56--Sick Leave
   Article 70--Layoff

2. Article subcategories with no letter following the number signify that the Article applies to all Agencies within a particular coalition, e.g.:

   Article 18.3--Reorganization Notification (ODOT Coalition)
   Article 100.1--Security (Human Services Coalition)

   The last digit in these subcategories identifies the coalition that the Article applies to:

   .1 Human Services Coalition
   .2 Institutions Coalition
   .3 ODOT Coalition
   .5 Special Agencies Coalition

3. Articles which have subcategories with a letter following the number signify that the Article applies only to a particular Agency within a coalition, e.g.:

   Article 32.5I--Overtime (OHCS)
   Article 35.2K--Phone Calls (OYA Administration and Field)
   Article 70.2A--Geographic Area for Layoff (OYA Youth Correctional Facilities and Camps)

4. Centrally negotiated Articles which have a "T" attached signify Articles that apply only to temporary employees, e.g.:

   Article 19T--Personnel Records (Temporary Employees)
   Article 22T--No Discrimination (Temporary Employees)

   (See Article 2, Section 5(c)(d) for a full listing of Articles and Letters of Agreement which apply to temporary employees.)

If an employee using the Master Agreement is looking for a contractual provision for their particular Agency, they must locate the subject by using either the Table of Contents or the Index.

NOTE: The Parties may elect to assemble and print a coalition agreement in addition to a Master Agreement.

ARTICLE 1--PARTIES TO THE AGREEMENT

This Agreement is entered into between the Service Employees International Union (SEIU) Local 503, Oregon Public Employees Union (OPEU) (Union) and the State of Oregon (Employer) acting by and through the Department of Administrative Services (Department) on behalf of the following Agencies: Department of Agriculture, Commission for the Blind, Department of Human Services, Oregon Health Authority and Oregon Health Authority Institutions (Oregon State Hospital, Pendleton State-Delivered Secure Residential Treatment Facility), Department of Education (including School for the Deaf), Employment Department, Employment Appeals Board, Department of Administrative Services (DAS) (State Controllers Division, former DGS Divisions, State Data Center, and Oregon Health Plan Administrator's Office), Oregon Youth Authority, Oregon Department of Forestry (Forestry), Department of Justice, Bureau of Labor and Industries, Higher Education Coordinating Commission, State Library of Oregon, Oregon Parks and Recreation Department, Public Employees Retirement System, Department of Revenue, Department of Transportation, Oregon Department of Geology and Mineral Industries, State Treasury Department, Department of Veterans' Affairs, Department of Water Resources, Department of Consumer & Business Services (including Workers' Compensation Board), Board of Nursing, Oregon Medical Board, Board of Dentistry, Board of Pharmacy, Mortuary and Cemetery Board, Oregon Mental Health Regulatory Board, Board of Medical Imaging, Board of Massage Therapists, Occupational Therapy Licensing Board, Board of Examiners for Speech Pathology & Audiology, Board of Naturopathic Medicine, Oregon State Board of Examiners for Engineering and Land Surveying, Oregon Department of Aviation, Oregon Watershed Enhancement Board, Oregon Housing & Community Services, Oregon Department of Fish & Wildlife, and Teachers Standards and Practices Commission.

REV: 2013, 2015, 2019

ARTICLE 2--RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive bargaining representative for all classified and unclassified employees in positions represented by the Union in the Agencies listed in Section 2 below. The Union is also the exclusive bargaining representative for temporary state employees in the classified or unclassified service as direct hire temporary employees of the State of Oregon excluding student workers who are in student worker classifications; student law clerks; independent contractors; any temporary employees who are represented by another labor organization; retired state employees; casual labor temporary Agency employees (e.g., Kelly, Manpower, Goodwill Industries, St. Vincent de Paul) not directly employed by DAS; temporary employees in the exempt service as defined in ORS 240.200; school-to-work experience employees; persons hired under exchange programs with the State; prisoners; interns from bona fide educational programs who are fulfilling academic requirements of that program and are completing their degree; and JOBS Plus program participants. Temporary employees represented by the Union are in the Agencies listed in Section 2 below. This recognition does not apply to exempt, supervisory, managerial and confidential employees as defined by law or as determined by the Employment Relations Board.

Section 2.

(a) The Employer and the Union have established a single bargaining unit of employees represented by the Union and employed by the Oregon Youth Authority*, Oregon State Hospital, Pendleton State Delivered Secure Residential Treatment Facility, Oregon Department of Forestry, who are guards, firefighters, and police officers as identified by the Employment Relations Board or as agreed upon by the Parties. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1.

(b) The Employer and the Union have established a single bargaining unit which is not prohibited from striking. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1. This unit is made up of employees located at the following Agencies: Department of Agriculture, Commission for the Blind, Oregon Youth Authority*, Department of Human Services, Oregon Health Authority and Oregon Health Authority Institutions (Pursuant to HB2009) (Oregon State Hospital, Pendleton State-Delivered Secure Residential Treatment Facility), Department of Education (including School for the Deaf), Employment Department, Employment Appeals Board, Department of Administrative Services (State Controllers Division, former DGS Divisions, and State Data Center), Oregon Department of Forestry, Department of Justice, Bureau of Labor and Industries, Higher Education Coordinating Commission, State Library of Oregon, Oregon Parks and Recreation Department, Public Employees Retirement System, Department of Revenue, Department of Transportation, Oregon Department of Geology and Mineral Industries, State Treasury Department, Department of Veterans' Affairs, Department of Water Resources, Department of Consumer & Business Services (including Workers' Compensation Board), Board of Nursing, Oregon Medical Board, Board of Dentistry, Board of Pharmacy, Mortuary and Cemetery Board, Oregon Mental Health Regulatory Agency, Board of Medical Imaging, Board of Massage Therapists, Occupational Therapy Licensing Board, Board of Examiners for Speech Pathology and Audiology, Board of Naturopathic Medicine, Oregon State Board of Examiners for Engineering and Land Surveying, Oregon Department of Aviation, Oregon Watershed Enhancement Board, Oregon Housing & Community Services, Oregon Department of Fish & Wildlife, and Teachers Standards and Practices Commission.

*Oregon Youth Authority includes all employees except employees in positions classified as Juvenile Parole and Probation Officer and Juvenile Parole and Probation Assistant. Union-represented employees of this Agency are included in the Union's strike-permitted bargaining unit, except for employees in the classifications of Group Life Coordinator 1, 2, 3 and Youth Corrections Unit Coordinator, or successor classifications, who are included in the Union's strike-prohibited bargaining unit.

Section 3. When there has been a determination of the Employment Relations Board to modify one (1) of the bargaining units listed in Section 2 or when the Parties reach mutual agreement to modify, negotiations will be entered into as needed or as required by law.

Section 4. Exclusion of Filled Positions.

(a) DAS shall provide the Union with no less than twenty (20) days written notice of its intent to exclude a filled bargaining unit position based on supervisory, managerial or confidential status. DAS agrees not to change the position's designation from represented to management service during this twenty (20) day period.

(b) Should the Union decide to contest the proposed exclusion, it shall serve DAS with written notice of its intent to contest the exclusion within twenty (20) days of its receipt of the notice of intent to exclude. Should such notice be given by the Union, DAS will forego implementing the change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow the Union time to investigate whether it has grounds to contest the proposed change in status. If the Union decides to pursue challenging an exclusion, it must file with the Employment Relations Board (ERB) prior to the end of this forty (40) day period. In such event, DAS agrees to forego implementing the change in designation until the matter is resolved by way of ERB decision, settlement, or other manner.

(c) If DAS does not receive timely notice from the Union indicating its intent to contest the exclusion during the initial twenty (20) day period, or if the Union does not file with the ERB during the subsequent forty (40) day period, DAS may proceed to change the position's designation, and the Union agrees not to contest the excluded status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exclusion is no longer warranted.

(d) For purposes of this Agreement, written notice may occur by personal delivery, fax, email or mail (postmark) within the time frames cited above.

Section 5. Temporary Employees.

(a) The Employer agrees to utilize temporary employees in accordance with ORS 240.309. Grievances alleging violations of ORS 240.309 may be submitted only by the Union, directly to the Department of Administrative Services level for full and final review.

(b) Temporary employees will have the same rights as other bargaining unit employees as enumerated below:

(1) Same base rate of pay for the appropriate classification for regular status employees. Effective upon signing of this Agreement, rates of pay will be within the ranges, minimum and maximum, according to the Compensation Plan, per Article 27 and salary appendices.

(c) The following Articles apply to temporary employees: Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 10.1C, 10.1M, 10.2, 10.2A, 10.2C,H, 10.2K, 10.3, 10.3A,B,E, 10.3C, 10.3D, 10.5, 11, 14, 15, 17.5, 19T, 19.1M, 19.2K, 21, 22T, 23T, 26T, 27, 29T, 30, 32T, 33.3A, 33.3C, 34, 36T, 36.2K, 36.1M, 37, 48, 56T, 58T, 60T, 90T, 90.3CT, 101T, 113.5B,X, 121T, 123, 130.

(d) The following Letters of Agreement apply to temporary workers: LOA 21.1C-99-07 Employment; LOA 00.00-01-70 CDL Drug Testing.

REV: 2013, 2015, 2019

ARTICLE 3--SCOPE OF AGREEMENT

Section 1. This Agreement binds the Union, its bargaining unit members, and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer, the Department, the Agency, and any person designated to act on behalf of each.

Section 2. This Agreement supersedes all prior Collective Bargaining Agreements and Letters of Agreement negotiated between the Union and the State of Oregon acting by and through its Department of Administrative Services.

ARTICLE 4--TERM OF AGREEMENT

Section 1.

(a) This Agreement shall become effective on July 1, 2019, or such later date as it receives full acceptance by the Parties, and expires June 30, 2021, except where specifically stated otherwise in the Agreement.

(b) Either Party may give written notice during the period of October 15 – November 15, 2020, of its desire to negotiate a successor Agreement.

(c) Negotiations shall commence the first week of December 2020, or such other date as may be mutually agreed to by the Parties.

Section 2. This Agreement shall not be opened during the term of this Agreement except by mutual agreement of the Parties, by proper use of Article 7--Separability, or as otherwise specified in this Agreement.

REV: 2013, 2015,2019

ARTICLE 5--COMPLETE AGREEMENT/PAST PRACTICES

Section 1. Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the Employer and the Union have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This Contract incorporates the sole and complete agreement between the Employer and the Union resulting from these negotiations. The Union agrees that the Employer has no further obligation during the term of this Agreement to bargain wages, hours, or working conditions except as specified below. The Employer agrees that during the term of this Agreement it may not unilaterally change employee wages or hours. "Working conditions" established by a specific provision of this Agreement may not be unilaterally changed. Other "working conditions" not covered by this Agreement may only be changed pursuant to the restrictions and procedures in Section 2.

Section 2. Past Practices.

(a) The Parties recognize the Employer's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement, including arbitrator's awards which may evolve pursuant to this Agreement, or for temporary employees, decisions resulting from dispute resolution procedures which may evolve pursuant to this Agreement.

(b)

(1) The Employer may change or issue new work practices or rules covering permissive subjects of bargaining, including issuing administrative rules over issues which are nonnegotiable and are not in conflict with or otherwise addressed in a specific provision of this Agreement. The Employer agrees to bargain over any proposed changes in "working conditions" or their impact which are mandatory subjects of bargaining.

(2) If the Employer believes the change is a mandatory subject of bargaining, the Parties shall meet within ten (10) days of the Union's request to meet. One (1) Union Steward from the affected Agency will be allowed to use Agency time without loss of pay or benefits to participate in these negotiations. The Employer will not be liable for any overtime, premium pay, travel reimbursement, or mileage for the Union Steward. If the Union Steward is a temporary employee, while employed, the temporary employee would be unscheduled.

(3) The Union may file an unfair labor practice complaint with the Employment Relations Board if the Employer refuses to bargain. If the Board rules that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is a mandatory subject of bargaining, the Parties shall meet to negotiate this subject change.

(4) Notwithstanding ORS 243.698, if after ninety (90) days of bargaining, the Parties do not reach agreement, either Party may exercise its right to utilize the dispute resolution procedures under the PECBA, including the strike-permitted employees' right to strike (notwithstanding Article 8 of this Agreement), or, for strike-prohibited employees, the right to submit the matter to binding arbitration. Nothing precludes the Parties from requesting mediation within the ninety (90) day period.

ARTICLE 6--LEGISLATIVE ACTION

Section 1. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted promptly by the Department of Administrative Services to the Legislative Assembly and both Parties shall jointly recommend passage of the funding and statutory changes.

Section 2. Should the Legislature not be in session at the time agreement is reached, the funding provisions of this Agreement shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both Parties shall jointly recommend passage.

Section 3. Should the Legislature not be in session at the time agreement is reached, all other legislation necessary for the implementation of this Agreement shall be submitted to the next session (whether regular or special) of the Legislative Assembly.

ARTICLE 7--SEPARABILITY

In the event that any provision of this Agreement is at any time declared invalid by any court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment of federal or state law or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the Parties hereto that all other provisions not invalidated shall remain in full force and effect. The invalidated provision shall be subject to renegotiation by the Parties within a reasonable period of time from such request.

ARTICLE 8--NO STRIKE OR LOCKOUT

The Employer agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. 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.

During the term of this Agreement, the Union shall neither cause nor counsel the members of the bargaining unit to strike, walk out, slowdown, or commit other acts of work stoppage.

Upon notification confirmed in writing by the Department or Agency 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, upon receipt of a mailing list, advise such striking employees in writing with a copy to the Department of Administrative Services and the affected Department and Agency, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The notification by the Union to employees covered by this Agreement shall be made at the request of the Department of Administrative Services.

ARTICLE 9--MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the Employer shall retain all rights of management in the direction of their work force. Rights of management shall include, but not be limited to, the right to:

(a) Direct employees.

(b) Hire, promote, transfer, assign, and retain employees.

(c) Suspend, discharge, or take other proper disciplinary action against employees.

(d) Reassign employees.
(e) Relieve employees from duty because of lack of work or other reasons.
(f) Schedule work.
(g) Determine methods, means, and personnel by which operations are to be conducted.

ARTICLE 10--UNION RIGHTS

Section 1. Rights/Obligations.

(a) The Union and the Employer agree that there must be mutual respect for the rights and obligations of the Union and the Employer and the representatives of each.
(b) Employees covered by the Agreement are at all times entitled to act through a Union representative in taking any grievance action or following any alternate procedure under this Agreement.
(c) 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 if the employee elects to be represented by the Union.

Section 2. The provisions of this Article and Articles 10.1 through 10.5 cover temporary employees. However, pay status provisions of this Article and Articles 10.1 through 10.5 shall not apply to temporary employees; instead temporary employees will be unscheduled rather than being in pay status or on paid or unpaid leaves for authorized activities. Such activities shall attempt to be scheduled during the temporary employee Steward's non-work hours.

Section 3. Union Organizer Visitations. Union Organizers, with approval from a responsible manager, shall be allowed reasonable contact with bargaining unit members on Agency facilities. The purpose of these visits will be to meet with Union Stewards, with employees, or management regarding any actions or procedures under this Contract, including but not limited to, employee grievances per Article 21--Grievance and Arbitration Procedure. The Union Organizer will have the right to contact any represented employee in their workplace, as long as it does not interfere with the normal flow of work (e.g., lunch hour, break, before and after workshifts). When the facility is available and proper scheduling has been arranged, the Agency, at the time of the visit, will provide Union Organizers appropriate access to and movement within Agency facilities and buildings, pursuant to current building use policies and/or practices. The Union agrees to provide the Agency and the Department of Administrative Services Labor Relations Unit with a list of authorized representatives.

Section 4. Building Use. Agency facilities may be used for Union activities according to current building use policies, so long as the facility is available and proper scheduling has been arranged.

Section 5.

(a) Bulletin Boards. The Agency shall allow the use of reasonable bulletin board space for communicating with employees. Union material shall not be displayed in the work area except in the designated bulletin board space.
(b) E-Mail Messaging System. Union representatives and SEIU-represented employees may use an Agency's e-mail messaging system to communicate about Union business provided that all of the following conditions are followed:
    (1) Use shall not contain false, unlawful, offensive or derogatory statements against any person, organization or group of persons. Statements shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. The content of the e-mail shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health or disability.
    (2) Except as modified by this Article, an Agency shall have the right to control its e-mail system, its uses or information.
    (3) The Agency reserves the right to trace, review, audit, access, intercept, recover or monitor use of its e-mail system without notice.
    (4) Use of the e-mail system will not adversely affect the use of or hinder the performance of an Agency's computer system for Agency business.
    (5) Group e-mails shall not include attachments or contain graphics (except for the Union logo), and shall be no more than approximately three (3) pages. Recipients of such group e-mails shall not use the "Reply All" function.
    (6) E-mail usage shall comply with Agency policies applicable to all users such as protection of confidential information and security of equipment.
    (7) The Agency will not incur any additional costs for e-mail usage including printing.
    (8) The Union will hold the Employer and Agency harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Union or its agents (including Union staff, Union officers and Stewards) regarding any communications or effect of any communications that are a direct result of use of e-mail under this Article.
    (9) Such e-mail communications shall only be between SEIU-represented employees and managers, within their respective agency, and the Union. However, for purposes of negotiations, bargaining team members may communicate across agencies. Additionally, DAS recognized joint multi-Agency Labor-Management Committee members and the Union's Board of Directors may communicate across agencies. Union officers and stewards may communicate with Union officers and Stewards across agencies for purposes of contract administration. The Union shall provide the names of its Board of Directors, Union Officers and Union Stewards to DAS.
    (10) Use of Agency's e-mail system shall be on employee's non-work time.
    (11) E-mail communication may include links to the Union website, which may be accessed on non-work time.
    (12) Nothing shall prohibit an employee from forwarding an e-mail message to their home computer.
    (13) E-mail shall not be used to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the Contract.

(14) Should the Employer believe that the Union's staff has violated Article 10, Section 5(b) of the Master Agreement, the Employer will notify the Union's Executive Director, in writing, within thirty (30) calendar days from the date of the alleged misuse of an Agency's e-mail system. The Executive Director shall respond, in writing, within thirty (30) days and include the action that will be taken to enforce the Master Agreement. If, despite these actions, the violation continues, the Employer will notify the Union, in writing, within thirty (30) calendar days that the alleged misuse may be arbitrated. For the purpose of this Article, employees who are working for the Union while on a Union leave of absence will be considered Union staff.

Section 6. Union Steward Representation. The Employer agrees that a Union Steward system exists for employee representation available to all employees covered by this Agreement and also agrees to respect that when the employee is acting in their role of Steward, the relationship is different than that of supervisor and employee.

Section 7. List of Union Representatives. The Union shall provide the Employer (Department of Administrative Services and each Agency)* with a list of the names of authorized Union Stewards and duty location, worksite representation responsibility, and a list of authorized staff representatives, and shall update those lists as necessary. If problems arise regarding Union Steward authorized activities in representing employees, the Union agrees to discuss the problem with the Department of Administrative Services Labor Relations Unit or the Agency as the situation suggests.

*For DMV, Agency means the Division Administrator.

Section 8. The Employer agrees that there shall be no reprisal, coercion, intimidation, or discrimination against any Union Steward or elected officers for protected Union activities. It is recognized that only certain protected activities are permitted during work hours.

Section 9. New Employee Orientation.

(a) Thirty (30) minutes shall be granted for a representative of the Union to make a presentation to new employees for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. This time is not to be used for discussion of labor-management disputes. If the Union representative is an employee of the Agency, the employee shall be given time off with pay for the time required to make the presentation.

(b) The presentation shall occur as soon as possible after hire, but no later than thirty (30) days after hire. If an established Agency New Employee Orientation occurs during the thirty (30) day time period, the presentation shall be made at the New Employee Orientation. The Employer will provide the Union reasonable notice of the place and time of the orientation. If an established Agency New Employee Orientation does not occur during the thirty (30) day timeframe, the presentation will be scheduled for a mutually agreed upon time between the representative of the Union and the employee's supervisor. The representative of the Union will be responsible for contacting the employee's supervisor to schedule the presentation.

(c) The Union agrees that temporary employees will not make presentations at new employee orientations.

(d) If, through no fault of the Employer, the Union does not request to schedule a presentation for an employee within thirty (30) days of hire, the presentation shall still be scheduled at the Union's request, but the Union waives the right to grieve Section 9(b) above.

Section 10. Upon notice to their immediate supervisor, Union Stewards will be granted mutually agreed upon time off during regularly scheduled working hours:

(a) to investigate and process grievances;

(b) to represent bargaining unit employees in investigatory interviews; and

(c) to be present upon request when an employee is reporting inappropriate workplace behavior through the process set forth in DAS or Agency policy.

If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate supervisor shall, within the next workday, arrange a mutually satisfactory time for the requested activity. Upon request of an employee who has received a written disciplinary action, a Union Steward may use Agency time to investigate the disciplinary action before the filing of a written grievance pursuant to Article 21 of the Agreement. Request for the use of Agency time to meet with the employee or communicate by telephone, if the employee is not at the same worksite, shall be pursuant to Article 10 and 10.1-10.5 of this Agreement.

Section 11. Union Stewards will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees in investigatory interviews as described in Article 20 and Article 21 during their regularly scheduled hours of employment. Union Stewards who are working a mandated shift in an overtime status shall be compensated at the overtime rate of pay for any pre-scheduled investigatory meeting or grievance meeting requiring their attendance that is scheduled during that shift. Union Stewards who are working a voluntary or mandated shift in an overtime status shall be compensated at the overtime rate of pay when representing a bargaining unit employee in an investigatory meeting, at the request of management or Human Resources. Only one (1) Union Steward will be in pay status for any one (1) grievance except where a grievance involves employees in more than one (1) Agency or where another Steward within the same Agency and work location accompanies a Steward, appointed during the preceding twelve (12) months, to attend meetings with management related to a maximum of two (2) grievances during their regular working hours. Supervisors may request that Stewards maintain and submit a monthly activity report of work time spent investigating and processing grievances.

The Union shall indemnify and the Union and President 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 Section.

Section 12. The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances or distributing Union material outside their scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward in the processing of grievances.

Section 13. Official Union delegates and members of the SEIU Local 503, OPEU, Board of Directors, including assistant directors, shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's biennial General Council and the SEIU quadrennial International Convention.

The Union shall notify the DAS Labor Relations Unit of the names of official delegates and board members who shall attend General Council, at least thirty (30) days in advance of the date of the General Council. The Labor Relations Unit will notify the SEIU-represented agencies and refer them to an on-line location to review the electronic list to use in granting the leave pursuant to this provision. In the event there are modifications to the notification, the Union agrees to send the modification request directly to the Agency. In emergency situations where the Union is unable to provide thirty (30) days advance notice, delegates and board members shall be granted leave with less than thirty (30) days notice unless, by granting such leave, the Agency will suffer undue hardship.

Subject to the employee's work unit operating requirements, official Union Stewards shall 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 ten (10) workdays before the conference.

The Union President or Executive Director shall, at their request, be given release time from their position for a period not to exceed the term of their office for the performance of Union duties directly related and central to the collective bargaining relationship. However, if the Union President 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. The Union shall, within thirty (30) days of payment to the President or Executive Director, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other Employer-related costs. The Union shall indemnify and the Union and President or Executive Director 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 Section.

In addition to any leave for General Council and the SEIU quadrennial International Convention, each of the Union's other statewide officers, including Vice President, Secretary, and Treasurer, shall, with prior approval from their supervisor, be given release time from their position for up to four (4) hours per month during the term of their office for the performance of Union duties directly related and central to the collective bargaining relationship. The Union shall, within thirty (30) days of payment to the statewide officer, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other Employer-related costs. The Union shall indemnify and the Union and statewide officer 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 Section.

Section 14.

(a) Upon timely request, the Department of Administrative Services shall make available at no cost to the Union the latest copy of any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure reports relative to employment and benefits currently produced by the Department of Administrative Services which do not require manual or machine editing to remove confidential data or non-SEIU Local 503, OPEU bargaining unit employee data. Such request must be made in advance of the preparation of the reports. If new and appropriate employee statistical and expenditure reports are produced by the Department of Administrative Services, the Department and the Union may mutually agree in advance to provide such reports at no cost.

(b) Upon request, the Department of Administrative Services shall make available to the Union at cost any SEIU Local 503, OPEU bargaining unit employee statistical and expenditure data relative to employment and benefits which is possible to produce, although not normally produced, by the Department of Administrative Services. Data that are not normally produced, but possible to produce, include manual or machine editing of existing reports to remove confidential data or data on non-SEIU Local 503, OPEU bargaining unit employees or data or reports that require new development.

(c) New Employee Daily Reports. The Employer shall provide a daily report of new SEIU-represented workers where the hire business process has been successfully completed in the day prior. The report shall contain:

- Employee Name
- Classification Name and Number
- Agency
- Type of Appointment
- Employment Start Date
- Worksite Location Name
- Worksite Address
- Supervisor Name and Email Address
- Employee Identification Number/Oregon Identification (EIN/ORI)
- Employee Work Phone Number
- Employee Work Email

Section 15. Dues Deduction.

(a) Upon written, electronic or recorded voice request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's salary and remitted to the Union. Additionally, upon written notice from the Union, authorized increases in Union dues in the form of special assessments, shall be deducted from the employee's salary and remitted to the Union according to this Section. Such notice shall include the amount and

duration of the authorized special assessment(s). All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or for dues cancellations which an Agency receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded voice authorization records and will provide copies to the Employer upon request.

(b) Any written, electronic or recorded voice dues deduction authorizations submitted that contain the following provision will cease only upon the compliance of the employee with the stated conditions as follows:

- This authorization is irrevocable for a period of one (1) year from the date of execution and from year to year thereafter unless not more than forty-five (45) days and not less than thirty (30) days prior to the end of the annual period or the termination of the contract between my employer and the Union, whichever occurs first, I notify the Union and my employer in writing, with my valid signature, of my desire to revoke this authorization.

(c) Dues Deduction Register. An alphabetical listing of dues deducted for the previous month for SEIU Local 503, OPEU members by Agency shall be forwarded electronically to the Union by the third workday for each month with the dues check. The listing shall be compiled and mailed by the Payroll centers (e.g., Joint Payroll) and shall list the employee's name (last, first, middle initial), Employee Identification Number, amount deducted, base pay, classification number, and representation code.

(d) Dues Adjustment Summaries for SEIU Local 503, OPEU Members. Summaries will be forwarded by the Agency payroll office to the Union by the tenth (10th) workday of the following month. The Dues Adjustment Summary will reconcile the previous month's remittance with the current month's remittance. The Dues Adjustment Summary will be an alphabetical listing and shall show the following:

- Name (last name first, full first name, middle initial)
- Formatted Employee Identification Number
- Prior month deduction
- Current month deduction
- Variance (difference between prior month deduction and current month)
- Reason for change in dues deduction amount (correction for previous month's error and explanation, salary increase, salary decrease, hourly, part-time, new member, cancellation, transfer to or from which Agency, layoff, retirement, termination, name change, leave of absence without pay, return from leave of absence without pay, end or beginning of season for seasonal employee).

The Union recognizes that the above information may require hand editing and/or notations. Therefore, only repeated errors or omissions will be considered a violation of this Section.

The Union shall notify the Agency payroll offices of any required corrections resulting from this Section.

(e) Timely Deductions. A file containing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by close of business on the business day immediately preceding the twentieth (20th) of each month. The Employer agrees that new or changed Union payroll deduction authorizations submitted within the timelines above shall be deducted from the next issued paycheck for the previous applicable pay period.

(f) The Agency shall continue to deduct dues from employees as long as the employee remains on the same designated payroll, except when the employee requests cancellation of the dues deduction in writing, including reemployed seasonals and employees recalled from layoff lists.

(g) Quarterly Audit. The Employer agrees to run an audit comparing the full list of all represented bargaining unit employees with Union deductions as provided for electronically by the Union. This audit shall take place at least quarterly or as mutually agreed upon in writing by the Parties.

(h) Upon return from leave of absence or leave without pay, the Agency shall reinstate the payroll deduction of Union dues from those workers who were having dues deducted immediately prior to taking leave.

(i) If a Union member transfers to another Agency represented by SEIU Local 503, OPEU, the gaining Agency will designate the employee as a transfer on the new employee list referenced in Section 14(c) if the gaining Agency is aware the employee has transferred. The employee need not complete a new membership application.

(j) Each payroll center shall provide monthly electronic data files of all SEIU Local 503, OPEU-represented employees and all SEIU Local 503, OPEU members which would contain the following information:

- Employee Identification Number
- Employee name
- Agency
- Home address
- Position number (when applicable)
- Base pay
- Benefit pay (any nonworking time for which the employee is paid)
- Gross pay
- Premium pay (overtime, shift differential, hazard duty pay)
- Dues amount deducted
- Designation (member, non-member, non-dues payer)
- Representation code
- Month and year of the pay period

Additionally, the Employer shall provide monthly electronic data from personnel data files of all SEIU Local 503-represented employees which contain the following information:

- Employee Identification Number
- Employee name
- Home address
- Agency
- Race/ethnicity (if available on the system)
- Home phone number
- Work phone number
- Work email address
- Hire date
- Service date
- Strikeable code
- Leave record code
- Leave record date
- Appointment type
- Worksite Name
- Worksite Address
- Month and year of the personnel data

(k) Special Reports. Upon request, the payroll centers will make available to the Union at cost, on a timely basis the following reports:

(1) An alphabetical listing of the names of all SEIU Local 503, OPEU-represented employees within an Agency;

(2) An alphabetical listing of all SEIU Local 503, OPEU non-dues payers by Agency. These reports shall contain:

- Employee name;
- Employee Identification Number;
- Employee work phone number;
- Employee work email address;
- Classification with representation code;
- Report distribution code and definition code; and,
- Work City (if available)/County code.

(l) The Parties agree that if the Employer adopts a biweekly pay plan this Section of the Contract will be opened to negotiate any issues including but not limited to readjusting reports and due dates.

(m) The Union shall indemnify and hold the Employer harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by the Employer for the purpose of complying with the provisions of this Article.

(n) The Employer will bill the Union for any additional costs associated with preparing information not already specifically contained in this Article. Upon request, the Employer will meet with the Union to discuss the Employer providing an additional standard magnetic tape format for information the Union requires.

(o) Any additional information requested under this Section may be made electronically available to the Union where reasonably feasible.

Section 16. Other Deductions. Voluntary payroll deductions made to the Union for employee benefits will be submitted at the same time as regular dues deductions.

No later than the fifteenth (15th) of each month, the Union shall receive a benefit register for each benefit listing each employee, the amount deducted, and the purpose of the deduction.

Section 17. Unique Employee Identifier.

(a) The Employer will use "OR" as the two (2) character designation to be followed by a seven (7) digit number for its unique employee identifier (employee number).

(b) When the Union requests that the Employer resolve potential duplicate record issues, the Union will provide available information on that employee. The Employer will make every reasonable effort to aid the Union in resolving duplicate record issues using all information available to the Employer. The Employer will designate a contact person for duplicate record queries.

(c) The Employer, including authorized Agency staff, where appropriate, will respond to queries from SEIU Local 503, OPEU staff regarding represented employees. SEIU Local 503, OPEU staff will use the Employee Identification Number when making such inquiries.

REV: 2013, 2015, 2019

ARTICLE 10.5--UNION RIGHTS/STEWARDS (Special Agencies Coalition)

Section 1. Union Rights.

(a) Union Stewards shall be allowed to wear Union Steward identification during working hours.

(b) Union Stewards shall be given reasonable time off during regularly scheduled working hours without loss of pay for:

(1) Investigating and processing grievances;

(2) Meeting with management related to a grievance;

(3) A meeting not to exceed thirty (30) minutes with a grievant related to the grievance.

(c) If new employee orientation is not furnished by the Agency, the new employee's supervisor shall schedule, upon request, a time during working hours for a Union representative to orient the new employee(s).

Section 2. Union Stewards. Union Stewards shall be selected with the following limitations:

(a) Education—Twelve (12) Stewards, with two (2) Stewards representing Agency bargaining unit employees at OSD.
(b) Library—Four (4) Stewards.
(c) Treasury—Two (2) Stewards.
(d) Department of Administrative Services—The Agency agrees to recognize a maximum of fifteen (15) Stewards.
(e) Commission for the Blind—One (1) Steward per thirty (30) employees.
(f) PERS—Four (4) Stewards.
(g) Justice—In any location where there are two (2) or more permanently assigned bargaining unit employees, such employees shall be entitled to have one (1) Steward per fifty (50) such employees or portion thereof.

The Agency shall make an effort to arrange investigatory meetings so that a worksite Steward is available to attend.

(h) OHCS—Five (5) Stewards.
(i) Revenue—Sixteen (16) Stewards.
(k) Department of Consumer & Business Services, including Workers' Compensation Board—Twenty (20) Stewards. No more than two (2) Union Stewards may be located in the same section or other designated work unit of employees reporting to a first-line supervisor.
(l) Bureau of Labor and Industries—Five (5) Stewards.
(m) Veterans' Affairs—Every office of the Agency representing five (5) or more employees shall have one (1) Union Steward for every group of twenty-five (25) employees or less.
(n) Licensing Boards, except for Board of Nursing—Employees of each Board shall be allowed one (1) Steward, and Boards where there are twenty-five (25) or more employees shall be allowed two (2) Stewards.
(o) Board of Nursing—Two (2) Stewards.
(p) Higher Education Coordinating Commission—Three (3) Stewards.

REV: 2013, 2015, 2019

ARTICLE 11--EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. The Employer agrees to provide to the Union the statistical and program evaluation information provided to management concerning Employee Assistance Program(s).

Section 2. No information gathered by an Employee Assistance Program may be used to discipline an employee.

Section 3. All bargaining unit employees except temporaries shall be entitled to use accrued sick leave for participation in an Employee Assistance Program.

Section 4. The Agency will offer training to local Union Stewards on the Employee Assistance Program available in their Agency, on Agency time, where an Employee Assistance Program is available.

ARTICLE 13--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, if the work can be done by Agency workers for a lower cost with equal benefits and there is the expertise and FTE, the work will stay within the Agency.

When the contract exceeds sixty thousand dollars ($60,000) annually or 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. Agencies shall either use the form in Appendix H or another form, provided there is no substantive changes to the information contained in Sections F-K of the form in Appendix H. Agencies shall send all feasibility studies conducted under Article 13 directly to SEIU Local 503, OPEU Headquarters.

Section 2. Upon request, but no more than quarterly, Agencies shall provide the Union with a report identifying contracts awarded to any group, individual, organization or business enterprise that could be appropriately performed by bargaining unit members.

Section 3. 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. The Employer will count eighty percent (80%) of the affected employee's straight-time rate when comparing the proposals.

Feasibility studies will not be required when: (1) an emergency situation exists as defined in ORS 279A.010(1)(f) 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 4. If the Union's proposal 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 5. 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 6. Once an Agency makes a decision to contract out, it will either:

(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 70, Sections 9 through 12, 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 45--Filling of Vacancies, this Article shall prevail.

(c) An employee may exercise all applicable rights under Article 70--Layoff, including prioritizing options (1), (2), (3) or (4), as described in Article 70 Section 2, if the employee finds option (a) or (b), as selected by the Employer, is unsatisfactory. The employee must select their Article 70 Section 2 options within five (5) calendar days pursuant to notification of (a) or (b) above.

REV: 2013, 2015

ARTICLE 14--NEGOTIATIONS PROCEDURES

Section 1. Negotiations shall commence pursuant to Article 4 of this Agreement and the Parties will structure their Agreement per the four (4) Agency groups set forth below:

HUMAN SERVICES: Department of Human Services-Oregon Health Authority, Employment Department;

INSTITUTIONS: Oregon Youth Authority (Youth Correctional Facilities), Oregon Health Authority Institutions: Oregon State Hospital (OSH), Pendleton State-Delivered Secure Residential Treatment Facility (Pendleton Cottage), OYA Administration and Field Services;

ODOT: Oregon Department of Transportation (ODOT), Forestry, Oregon Parks and Recreation Department (OPRD), Oregon Department of Aviation (ODOA), Oregon Department of Fish & Wildlife (ODFW), Department of Geology and Mineral Industries (DOGAMI), Department of Agriculture, Water Resources Department, Oregon Watershed Enhancement Board;

SPECIAL AGENCIES: Justice, Revenue, Higher Education Coordinating Commission, Workers' Compensation Board, Department of Consumer & Business Services (DCBS), Bureau of Labor and Industries (BOLI), Veterans' Affairs, Board of Nursing, Oregon Medical Board, Board of Dentistry, Board of Pharmacy, Mortuary and Cemetery Board, Oregon Mental Health Regulatory Agency, Board of Medical Imaging, Board of Massage Therapists, Occupational Therapy Licensing Board, Board of Examiners for Speech Pathology & Audiology, Board of Naturopathic Medicine, Education, Library, Treasury, Commission for the Blind, Public Employees Retirement System (PERS), Special Schools, State Scholarship, Department of Administrative Services, Oregon Housing & Community Services (OHCS), Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS), and Teachers Standards and Practices Commission.

Section 2. The Union agrees, as a prior condition to the release of employees from work, to notify the Employer in writing of its members designated as representatives for negotiations.

(a) Central Table. The Employer agrees to grant leave with pay for up to ten (10) employees, except for temporary employees, at a central bargaining table to represent the Union for actual negotiating table time including caucuses, negotiation work sessions, and a reasonable number of membership meetings relating to negotiations. However, there shall be no more than one (1) employee representative from each Agency, except for Agencies which have two thousand, five-hundred (2,500) or more bargaining unit members which may have up to two (2) representatives, provided they are not from a single work location. Negotiations at the Central Table will take place during normal business hours.

(b) Coalition Tables. Coalition negotiations will take place after normal business hours. For Coalition negotiations, the Employer agrees to unschedule, or grant paid time as outlined below, for up to a total of thirty (30) employees designated as employee bargaining team representatives, except temporary employees. The designated employee bargaining team representative will be granted up to twenty (20) non-cumulative hours each month of paid time for up to one-hundred and fifty (150) calendar days for attendance at negotiations, including travel time, provided coalition bargaining sessions and/or travel time occur during an employee's regular work schedule. However, the one-hundred and fifty (150) calendar days will begin no later than February 15 or the closest business day thereto. The inclusion of paid time will not result in the employee receiving greater benefit than the employee would have received had the employee not attended the bargaining session. Should it become necessary for the Employer to replace or unschedule an employee scheduled for swing or graveyard shift so as to permit that employee to participate in collective bargaining negotiations, the Union agrees alternatively as follows:

(1) Six (6) workdays notice shall be given by the Union to the Employer so as to allow the Employer to avoid payment of penalty pay for the schedule change of the replacement employee; or

(2) If the Union does not give notice prescribed in (1) above, the Union shall reimburse the Employer for the penalty pay paid to the replacing employee.

Section 3. The Employer is not responsible for travel, per diem, overtime, or other benefits beyond that which the employee would have received had the employee not attended bargaining sessions.
Section 4. Subject in each case to prior approval by the Agency, the Employer further agrees to grant leave without pay to additional employees determined necessary by the Union to attend negotiating sessions.
Section 5. Ratification. It is understood that all tentative agreements at the table are subject to ratification by both Parties.
REV: 2013, 2015, 2019

ARTICLE 15--PARKING

The Employer agrees to advise the Union of any proposed change in parking rates at the State-owned or operated facilities as soon as the Department of Administrative Services has knowledge of an impending change.
(See Letter of Agreement 15.00-19-359 in Appendix A.)

ARTICLE 17.5--AGENCY PERSONNEL RULES AND PRACTICES (Special Agencies Coalition)

Upon written request by the Union, the Agency will promptly furnish to it a written statement regarding its rules or policies on any specific employment matter or when they exist in written form, a copy thereof.

ARTICLE 19--PERSONNEL RECORDS

Section 1. Each Agency shall maintain one (1) official personnel file for each employee, located at the primary Human Resources office for the Agency. For purposes of this Article, "Agency" shall include licensing boards and institutions that maintain the official personnel files for their employees.

Where the personnel records are maintained on microfiche/microfilm, the personnel file will include both microfiche/microfilm and any material not yet copied.

Upon reasonable notice, an employee may inspect the records, excluding any confidential reports from previous employers, in their official Agency personnel file or supervisory working file; provided that, if the official personnel file or supervisory working file is kept at a separate facility, the employee shall, at the Agency's discretion, either be allowed to go where the file is kept or the file will be brought to the employee for review within five (5) days of their request. With the employee's written authorization, their Union Steward may inspect the employee's official personnel file, and supervisory working file, consistent with the time requirements provided herein. If the supervisory working file cannot be made available due to the absence of a supervisor, extensions of up to ten (10) days will be granted.

No grievance material shall be kept in an employee's official personnel file.

Section 2. No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign material to be placed in their official 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. The employee's signature does not indicate agreement or disagreement with the contents of this material."

If an employee is not available within five (5) working days or refuses to sign the material, the Agency may place the material in the file, provided a statement has been signed by two (2) management representatives and a copy of the document was mailed certified to the employee at their address of record or hand delivered to the employee.

Section 3. Employees shall be entitled to prepare and provide copies of any written explanation(s) or opinion(s) regarding any critical material placed in their official personnel file or supervisory working 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 or supervisory working file so long as the critical materials remain in the file.

Where the personnel records are maintained on microfiche/microfilm, the explanation or opinion will be placed next to or in closest possible proximity to the critical material.

Section 4. An employee may include in their official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits, and other material which relates creditably 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. Material reflecting caution, consultation, warning, admonishment, and reprimand shall be retained for a maximum of three (3) years. Such material will, at the employee's request, be removed after twenty-four (24) months, provided there has been no recurrence of the problem or a related problem in that time. Earlier removal will be permitted when requested by an employee and if approved by the Appointing Authority.

Material relating to disciplinary action recommended, but not taken, or disciplinary action which has been overturned and ordered removed from the official personnel file(s) on final appeal, shall be removed.

Incorrect material will be removed, upon request, from an employee's personnel file. (See Article 85--Position Descriptions and Performance Evaluation.)

Section 6. Upon written request by the employee, the Agency will make a good faith effort to return material removed from the official personnel file to the employee. A copy of the request will be maintained in the official personnel file.

Section 7. When DAS or an Agency receives a subpoena or request for an employee's personnel records, except for an inquiry as result of a criminal law complaint or request for verification of employment and salary, DAS or the Agency shall provide notification to the employee of the subpoena or request, who has made it, and the reason for the subpoena or request if known.

Section 8. When DAS receives a statewide records request for employee-related public information releasable per statute, DAS shall provide notification to Agencies that such request has been made. Individual employees may work with their Agency to receive notification of said request(s).

REV: 2019

ARTICLE 19T--PERSONNEL RECORDS (Temporary Employees)

Section 1. Each Agency shall maintain one (1) official personnel file for each employee, located at the primary administrative Personnel Office for the Agency. For purposes of this Article, "Agency" shall include licensing boards and institutions that maintain the official personnel files for their employees.

Where the personnel records are maintained on microfiche/microfilm, the personnel file will include both microfiche/microfilm and any material not yet copied.

Upon reasonable notice, an employee may inspect the records, excluding any confidential reports from previous employers, in their official Agency personnel file; provided that, if the official personnel file is kept at a separate facility, the employee shall, at the Agency's discretion, either be allowed to go where the file is kept or the file will be brought to the employee for review within five (5) days of their request. With the employee's written authorization, their Union Representative may inspect the employee's official personnel file, consistent with the time requirements provided herein.

No grievance material shall be kept in an employee's official personnel file.

Section 2. No information reflecting critically upon an employee shall be placed in the employee's official personnel file without a copy being provided to the employee in person or by mail at the last known address.

Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in their 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. Where the personnel records are maintained in a different format, the explanation or opinion will be placed next to or in closest possible proximity to the critical material.

Section 3. Supervisory Working Files. With reasonable advance notice, an employee shall be allowed to inspect their working file that is maintained by their supervisor.

Section 4. When DAS or an Agency receives a subpoena or request for an employee's personnel records, except for an inquiry as result of a criminal law complaint or request for verification of employment and salary, DAS or the Agency shall provide notification to the employee of the subpoena or request, who has made it, and the reason for the subpoena or request if known.

Section 5. When DAS receives a statewide records request for employee-related public information releasable per statute, DAS shall provide notification to Agencies that such request has been made. Individual employees may work with the Agency to receive notification of said request(s).

REV: 2019

ARTICLE 20--INVESTIGATIONS, DISCIPLINE, AND DISCHARGE

Section 1. The principles of progressive discipline shall be used when appropriate. Discipline shall include, but not be limited to: written reprimands; denial of an annual performance pay increase; reduction in pay;* demotion; suspension without pay*; and dismissal. Discipline shall be imposed only for just cause.

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

Section 2. The Employer is committed to conducting investigations in a timely manner. Agencies will make reasonable efforts to begin the investigatory process on potential disciplinary issues within thirty (30) days of becoming aware of the issue. However, the Parties recognize that circumstances and complexities of individual cases may delay initiation of an investigation.

Section 3. Suspension With Pay or Duty Stationed at Home Pending an Investigation by the Agency's Human Resource Office. The employee shall be notified in writing of the initial reason for the action within seven (7) calendar days of the effective date of the action. The Agency will conduct the initial interview with the employee within thirty (30) calendar days of notification of the action. The investigation shall be completed within one-hundred twenty (120) calendar days. However, if the investigation is not concluded within the timeline, the Agency will notify DAS and the Union of the specific reason(s) and the amount of additional time needed which shall be no more than thirty (30) days at a time.

Section 4. Upon request, the Agency shall give the employee under Weingarten investigation, and their steward of record, notification of the status of the Agency's investigation, every thirty (30) days until completed. Upon completion of the investigation, the Agency will provide the employee and their steward of record with written notification of the disposition of the investigation.

Section 5. A written pre-dismissal notice shall be given to a regular status employee who is being considered for dismissal. Such notice shall include the then 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 Appointing Authority 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 or, at the option of the employee, by written response by that date. The employee shall be permitted to have an official representative present. At the discretion of the Appointing Authority, the employee may be

suspended with or without pay or be allowed to continue to work as specified in the pre-dismissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and right to present mitigating circumstances to the Appointing Authority or designee.

Section 6. Dismissal, Reduction, Suspension Without Pay, Demotion, Written Reprimands, Performance Pay Increase Denial, and any other form of Discipline.

(a) An employee shall receive written notice of the discipline with the specific charges and facts supporting the discipline at the time disciplinary action is taken.

Copies of pre-dismissal and dismissal notices will be sent to the Union headquarters (Salem) within five (5) calendar days of being issued to the employee. Failure to send a copy of the pre-dismissal or dismissal notice to the Union will not void the disciplinary action.

Suspensions with pay will not be recorded in employee personnel files nor in any manner used against an employee if no disciplinary action is subsequently taken.

(b) The Employer will make a good faith effort to have the following statement appear on all dismissals and disciplinary notices covered in Section 4(a) above:

If you choose to contest this action you have a right to be represented by the SEIU Local 503, OPEU. SEIU must file an appeal within thirty (30) calendar days from the date of the discipline in accordance with Article 21.

Failure to include this notice will not void the disciplinary action.

Section 7. Employees in initial trial service with the State shall have no right to appeal removals from state service under this Article. Employees in trial service as a result of promotion who are returned to their former classification shall have no right of appeal under this Article for such removal. However, an employee in trial service as a result of promotion who is dismissed from state service may have their dismissal appealed by the Union under this Article.

Section 8. Weingarten Rights. 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 Organizer before the interview, but such designation shall not cause an undue delay.

(See Last Chance Agreements, Article 21, Section 12).

Section 9. When an employee is the subject of an investigation that could implicate the employee in criminal activity, their Garrity rights shall be observed.

REV: 2013

ARTICLE 21--GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances are defined as acts, omissions, applications, or interpretations alleged to be violations of the terms or conditions of this Agreement.

Grievances shall be filed within thirty (30) calendar days of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance.

The potential grievant, with or without union representation, may meet with their immediate supervisor within the thirty (30) calendar day filing period in an attempt to resolve the issue at the lowest possible level of management. Failure to meet will not preclude the right to file a grievance.

Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated and clear explanation of the alleged violation, sufficient to allow processing of the grievance. Grievances shall be filed through the appropriate steps of this procedure on the form identified as the Official Statement of Grievance Form. Except during the initial thirty (30) calendar day filing period at Step 1 or Step 2, whenever a grievance is properly filed at that step, and provided there has been no response from Agency management to the filed grievance, the Union shall not expand upon the original elements and substance of the written grievance. The Union may add other relevant Articles to the list of Articles allegedly violated at Step 2.

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

- Article 2--Recognition
- Article 5--Complete Agreement/Past Practices
- Article 22--No Discrimination
- Article 56--Sick Leave (FMLA/OFLA)
- Article 56T—Sick Leave (FMLA/OFLA)
- Article 81--Reclassification Upward, Reclassification Downward, and Reallocation

Section 2. Time limits specified in this and the above-referenced Articles shall be strictly observed, unless either Party requests a specific extension of time, which if agreed to, must be stipulated in writing and shall become part of the grievance record. "Filed" for purposes of Step 1 through Step 4 grievances shall mean postmarked (dated by meter or U.S. Post Office), date of email or other electronic format, or fax received by close of the business day or actual receipt.

Grievance filings and appeals shall include the grievance form and in the case of appeals management responses at the previous step. Any other documentation may be presented at the grievance meeting or a method other than email.

The timeline for the Employer response at each grievance step shall begin the first day following the day of receipt. The timeline for the Union appeal to the next higher step shall begin the first day following the day the Employer response is due or received.

If at any step of the grievance procedure, the Employer fails to issue a response within the specified time limits, the grievance shall automatically advance to the next step of the grievance procedure unless withdrawn by the grievant or the

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

Grievance steps referred to in this Article may be waived by mutual agreement in writing. Such written agreements shall become part of the grievance file.

Section 3. When required by the Employer to investigate the grievance, any time spent by employee(s) to attend meetings during regular working hours, shall be considered as work time.

Section 4. Group Grievances. Where there are group grievances in Agencies involving two (2) or more supervisors, such grievances shall be filed and processed in accordance with Step 2 of the grievance procedure. When a grievance involves employees in more than one (1) Agency, such grievance shall be filed and processed in accordance with Step 3 of this Article. The grievance shall specifically enumerate, by name, the affected employees, when known. Otherwise, the affected employees will be generically described in the grievance.

Section 5. Grievances shall be processed as follows:

TIME TO FILE: Thirty (30) calendar days for initial filing	
PLACE TO FILE	TYPE OF GRIEVANCE
AGENCY HEAD (Step 2)	• Article 20--Discipline/Discharge • Article 22--Discrimination • Article 81--Reclass Down • Article 101--Safety and Health, Section 8 • Article 101T--Safety and Health, Section 2 • Article 21, Section 4-Group Grievances involving multiple supervisors in one Agency • Family Medical Leave (FMLA/OFLA)
DAS, LABOR RELATIONS UNIT (LRU) (Step 3)	• Article 21, Section 4-Group Grievances involving multiple Agencies
MANAGEMENT/ EXECUTIVE SERVICE SUPERVISOR (Step 1)	• All other grievances/contract violations

See Appendix F for detailed table on grievance filing.

Step 1. The grievant(s), with or without Union representation, shall, within thirty (30) calendar days, file the grievance except as otherwise noted to their management/executive service supervisor*. Upon request of either Party, the Parties will meet to discuss the grievance. The supervisor shall respond in writing to the grievant(s) within fifteen (15) calendar days from the receipt of the grievance.

All Step 1 grievance settlements are non-precedential and shall not be cited by either Party or their agents or members in any arbitration or fact-finding proceedings now or in the future. Step 1 grievance settlements shall be reduced to writing and signed by the grievant and management/executive service supervisor. Actions taken pursuant to Step 1 settlement agreements shall not be deemed to establish or change practices under the Collective Bargaining Agreement, including but not limited to Article 5, or ORS Chapter 243, and shall not give rise to any bargaining or other consequential obligations.

*In ODOT (Highway), this is the District Manager; in OPRD, this is the Park Manager; or, in either case, the equivalent Program Manager; and in Forestry, this is the District Forester or Program Director. In the State-owned Airports Branch of ODOA, this is the State Airports Manager. In the Statewide Services Branch of ODOA, this is the Agency Head. In ODFW, grievances filed at Step 1 are to be filed with the Division Administrator or Regional Manager, whichever is appropriate for that work unit.

Step 2. When the response at Step 1 does not resolve the grievance, the grievance must be filed by the Union within fifteen (15) calendar days after the Step 1 response is due or received. The appeal shall be filed in writing to the Agency Head or their designee, who shall respond in writing within fifteen (15) calendar days (thirty (30) calendar days for discipline) after receipt of the Step 2 appeal. Upon request of either Party, the Parties will meet to discuss the grievance.

"Agency Head" as used in this Section shall normally mean the appointed or elected executive head of the Agency, except as follows:

- Licensing Boards—Chief Administrative Officer
- OHA Institutions—Institution or Facility Superintendent
- ODOT—Chief of Human Resources or designee
- OPRD—Parks Director or designee
- Forestry—State Forester or designee
- ODFW—Agency Director or designee

Step 3. Failing to settle the grievance in accordance with Step 2, the appeal, if pursued, must be filed by the Union and received by the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after the Step 2 response is due or received. The Labor Relations Unit shall schedule a meeting to occur within thirty (30) calendar days of receipt of the grievance, unless mutually agreed otherwise. The Labor Relations Unit shall respond in writing within fifteen (15) calendar days from the date of the Step 3 meeting. If the Union wishes to pursue a grievance involving only temporary employees beyond Step 3, the issue must first be submitted to grievance mediation. The request to initiate mediation shall be submitted by the Union to the Labor Relations Unit within fifteen (15) days of the Step 3 response.

Step 4. Grievances which are not satisfactorily resolved at Step 3 may be appealed to arbitration. If the Union intends to appeal to arbitration, the appeal must be received by the Labor Relations Unit of the Department of Administrative Services within forty-five (45) calendar days after the Step 3 response was due or received. If the Union has filed a notice of intent to arbitrate a grievance, a letter from the Union requesting an arbitrator shall be sent to the Labor Relations Unit within sixty (60) days of such notice or the grievance will be deemed withdrawn.

Section 6. Arbitration Selection and Authority.

(a) Arbitrations between the Parties shall be presented to one of the following arbitrators:
   1. James A. Lundberg
   2. Sylvia P. Skratek
   3. Timothy D. W. Williams
      Howell Lankford (Article 81 only)
      Through mutual agreement, the Parties may elect to reopen this Section to modify the list of arbitrators.

(b) Arbitrators shall be assigned on a rotational basis in the order set out above. Upon Labor Relations' receipt of a letter of intent to arbitrate and subsequent approval to proceed to arbitration from the SEIU Local 503, OPEU, a calendar for potential date selection will be offered which includes the three (3) month period beginning the second full month after receipt of the approval to proceed correspondence. However, when the arbitrator originally selected is unable to schedule a hearing within the three (3) month period, the next arbitrator in rotation will be sent the same dates to schedule the hearing. In instances where the Parties agree to consolidate cases, meaning combining a related disciplinary action with a pending arbitration case, the arbitrator assigned to handle the first case will also be assigned to handle the subsequent matter. Arbitrators will use cancellation days and any unused scheduled days for writing awards on any outstanding cases under this Agreement. Cancellation fees will be applied toward any writing days.

(c) Within fifteen (15) calendar days of receiving confirmation of an appeal of a grievance to arbitration, the Labor Relations Unit shall assign the next arbitrator on the list for selection and shall simultaneously notify the interested Parties of such assignment.

(d) Representatives of each Party, in conjunction with the chosen arbitrator, shall mutually select dates for arbitration within a reasonable period of time.

(e) The arbitrator shall have the authority to hear and rule on all issues which arise over substantive or procedural arbitrability. Such issues, if raised, must be heard prior to hearing the merits of any appeal to arbitration. Upon motion by either Party that there exists issues involving substantive or procedural arbitrability, the arbitrator shall hear the arbitrability issue(s) first and the Parties shall make oral closing statements. The arbitrator shall issue a bench ruling by the end of the business day. When the arbitrator determines that the case is not arbitrable, the decision shall be affirmed in writing within seven (7) calendar days from the close of the hearing. If the grievance is arbitrable, the Parties shall continue with the hearing that day or the next business day, as time permits. In cases where arbitrability is affirmed, the arbitrator's award will include written findings on arbitrability.

(f) The Parties agree that the decision or award of the arbitrator shall be final and binding on each of the Parties. The arbitrator shall issue their decision or award within thirty (30) calendar days of the closing of the hearing record. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement. The arbitration will be handled in accordance with the rules of the American Arbitration Association.

(g) The Employer and the Union will develop stipulations of fact and use affidavits and other time-saving methods whenever possible and when mutually agreed upon in all cases proceeding to arbitration.

(h) The Parties shall split the arbitrator's charges equally. All other expenses shall be borne exclusively by the Party requiring the service or item for which payment is to be made. If either party cancels the arbitration hearing, the canceling party will pay the arbitrator fees unless mutually agreed otherwise.

(i) Arbitrations for cases involving Articles exclusively applying to temporary workers shall be processed using the expedited grievance procedure outlined in Section 7 of this Article.

Section 7. Expedited Arbitration Procedure. The expedited procedure shall be used for either grievances involving Articles exclusively applying to temporary workers or, with the mutual agreement of the Employer and Union, for other grievances. For grievances that do not involve Articles exclusively applying to temporary workers, either the Employer or Union may request in writing that the expedited arbitration procedure be used at the time the Parties are scheduling dates with the arbitrator.

(a) The Employer and Union will develop a stipulation of facts and use affidavits and other time-saving methods whenever possible and when mutually agreed upon.

(b) Case presentation will be limited to preliminary opening statements, brief recitation of facts, witness presentation and closing oral argument. No post hearing briefs shall be filed or transcripts made. The hearing will be completed within one (1) business day unless otherwise agreed upon by the Parties.

(c) 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.

(d) The arbitrator may issue, at their discretion, 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 the hearing excluding weekends and holidays.

(e) All decisions shall be final and binding on the Employer and Union. An arbitration award will be non-precedential if mutually agreed upon by the Parties before the hearing starts. The arbitrator's award shall be based on the record and shall include a brief explanation of the basis for the award.

Section 8. 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 Organizer before the interview, but such designation shall not cause an undue delay.
Section 9. A grievant shall be granted leave with pay for appearance before the Employment Relations Board or arbitration, including the time required going and returning to their headquarters. The Union Steward of record shall be granted leave with pay to attend the actual Board or arbitration hearing. The Steward shall not be eligible for overtime, travel expenses, penalty payments or premium payments as a result of this Section.
Section 10. No reprisals shall be taken against any employee for exercise of their rights under the provisions of this Article.
Section 11. Information requests concerning grievances shall be sent to the Agency Human Resources Office or Union. The request(s) shall be specific and relevant to the grievance investigation. The Agency Human Resources Office/Union will provide the information to which the Party is lawfully entitled. Reasonable costs shall be borne by the requesting Party. The requesting Party shall be notified of any costs before the information is compiled.

Notwithstanding Article 19--Personnel Records, and upon the Union's written request, the Agency, within a reasonable period of time, will provide a listed summary of redacted Agency-issued disciplinary actions or redacted disciplinary letters, whichever is requested by the Union.
Section 12. The Parties acknowledge that an Agency, at its own discretion, may offer a last chance agreement to an employee. Last chance agreements will be signed by the employee and the Union unless the employee affirms in writing that the Union not be a Party to the agreement. Such agreement, if offered, shall include the conditions, consequences of failure and term of agreement. This Section does not apply to temporary employees.

REV: 2013, 2015, 2019

ARTICLE 22--NO DISCRIMINATION

Section 1. It is the policy of the Employer and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, mental or physical disability, or any other protected class under State or Federal law. Neither will the Employer discriminate based on gender identity or sexual orientation. To this end, the Parties further agree to apply the provisions of this Agreement equally to all employees in the bargaining unit without regard to their status in any of the categories specified above and to support application of federal and state laws and regulations, where applicable.
Section 2. Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the Employer, Union, or other bargaining unit members. Unwelcome sexual advances, requests for sexual favors, and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when:

(a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
(b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
(c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 3. Any alleged violations of Article 22 may only proceed to the Agency Head or designee level, and are not arbitrable. Grievances alleging any form of discrimination as listed in Section 1 will be submitted in writing within thirty (30) days of date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance, directly to the Agency Head or designee as defined or used in Article 21, Section 5. The Agency Head or designee shall respond within thirty (30) calendar days after receipt of the grievance.
Section 4. Discrimination grievances may be submitted by the Union or the grievant to the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time.

(NOTE: Time lines for filing tort claims notice or legal actions are not suspended by filing a grievance under this Article. This note is for information only and is not part of the contract.)

ARTICLE 22T--NO DISCRIMINATION (Temporary Employees)

Section 1. It is the policy of the Employer and the Union not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, national origin, age, mental or physical disability, or any other protected class under State or Federal law. Neither will the Employer discriminate based on gender identity or sexual orientation. To this end, the Parties further agree to apply the provisions of this Agreement equally to all employees in the bargaining unit without regard to their status in any of the categories specified above and to support application of federal and state laws and regulations, where applicable.
Section 2. Any alleged violations of Article 22T may only proceed to the Agency Head or designee level, and are not arbitrable. Complaints alleging any form of discrimination as listed in Section 1 will be submitted in writing within thirty (30) days of date the complainant or the Union knows or by reasonable diligence should have known of the alleged discriminatory act, directly to the Agency Head or designee. The Agency Head or designee shall respond within thirty (30) calendar days after receipt of the grievance.
Section 3. Discrimination complaints may be submitted by the Union or the complainant to the Bureau of Labor and Industries or the EEOC for resolution, if not already so filed. Nothing in this Article shall preclude an employee from filing a charge of discrimination with the Bureau of Labor and Industries or the EEOC at any time.

ARTICLE 23T--PUBLIC COMPLAINT INVESTIGATION (Temporary Employees)

If an Agency receives a complaint against an employee and the Agency chooses to conduct an investigation of the matter, the Agency shall notify the employee of the investigation. Such notice is not required in instances involving criminal investigations, undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

ARTICLE 23.5--CLIENT COMPLAINT INVESTIGATION (Special Agencies Coalition Except Licensing Boards)

Section 1. When the Agency receives a complaint against an employee from a client or other source external to the Agency that concerns a violation of law, rules, policy, or procedure, an investigation may be made. The employee will be notified of the complaint and pertinent facts within one (1) week of its receipt by the Agency. If after initial review a comprehensive investigation is undertaken, before the investigation is completed, the employee shall be given an opportunity to provide information they deem relevant. Such notification and opportunity is not required in instances involving criminal investigations, undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

Section 2. If the Agency chooses to remove an accused employee from their work assignment during an investigation, the employee may be assigned other duties not related to their normal work assignments or suspended pending final decision.

Section 3. For Union representation, see Article 20, Section 8.

Section 4. HECC Only. If available, the Agency shall give the involved employee(s) written notification of the result of the Agency's investigation of non-criminal complaints upon request of the employee.

REV: 2015

ARTICLE 23.5I--CLIENT COMPLAINT INVESTIGATION (OHCS)

Section 1. When the Agency receives a complaint of probable merit against an employee from a client or other source external to the Agency that concerns a violation of law, rules, policy, or procedure, or inappropriate conduct, an investigation may be made. The employee will be notified of such a complaint and pertinent facts within one (1) week of its receipt by the Agency. If after initial review a comprehensive investigation is undertaken, before the investigation is completed, the employee shall be given an opportunity to provide information they deem relevant. Such notification and opportunity is not required in instances involving criminal investigations, undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

Section 2. If the Agency chooses to remove an accused employee from their work assignment during an investigation, the employee may be assigned other duties not related to their normal work assignments or suspended pending final decision.

Section 3. For Union representation, see Article 20, Section 8.

Section 4. If available, the Agency shall give the involved employee(s) written notification of the result of the Agency's investigation of non-criminal complaints upon request of the employee. Such notification is not required in instances involving undercover or confidential investigations, or in situations where the investigation may be jeopardized by such notice.

ARTICLE 23.5W--CLIENT COMPLAINT INVESTIGATION (Licensing Boards)

Section 1. When the Agency receives a complaint against an employee and the complaint is not of a criminal nature, but concerns a violation of rules, policies, or procedure, an investigation may be made. The employee shall be informed of a complaint prior to a formal investigation.

Section 2. When the Agency receives a complaint of alleged criminal law violation, the Agency shall make a referral to a law enforcement or criminal justice Agency. In such cases the employee need not be informed in advance of the referral. If the law enforcement or criminal justice Agency refers the matter back to the Agency the employee shall be notified.

Section 3. If the Agency chooses to remove the accused employee from their work assignment during the investigation, the employee may be assigned duties not related to their normal work.

Section 4. If disciplinary action is taken, the Agency will comply with Article 20--Discipline and Discharge.

Section 5. If available, the Agency shall give the involved employee(s) written notification of the result of the Agency's investigation of non-criminal complaints upon request of the employee.

Section 6. For Union representation, see Article 20, Section 8.

REV: 2015

ARTICLE 26--DIFFERENTIAL PAY

Section 1. Geographic Area Pay.

(a) Classifications C4001, C4003, C4004, C4005, C4007, C4008, C4009, C4018, C4020, C4021, C4116:
Prevailing basic rates in specific geographic areas for employment of limited duration less than one-hundred twenty (120) days will be approved. Employees paid at such rates will not be eligible for vacation, sick leave, or holiday benefits. Such rates will be paid only for construction work.

(b) A differential, not to exceed twenty-five percent (25%) over the base rate, may be paid a permanent, nonresident classified employee upon request of the Appointing Authority. The amount of the differential must be approved by administrators of the Budget Division and Labor Relations Unit. An employee would not be entitled to a per diem expense allowance in lieu of the differential.

Section 2. Special Duty Pay.

(a) High Work Differential: When an employee is required to perform work more than twenty (20) feet directly above the ground or water and use of safety ropes, scaffolds, boatswain chairs, or other similar safety devices are required for support, the employee shall receive a high work differential.
Rate: One dollar and fifty cents ($1.50) per hour.

(b) UBIT Differential: When an employee is required to operate an under bridge inspection truck (UBIT), the employee shall receive four dollars ($4.00) per hour for all hours worked performing these duties. When applied, the differential includes all time worked on the job site, but not travel time to and from the job site.

(c) Forestry employees who work from light fixed-wing aircraft or helicopters for work assignments involving flying grid patterns or low-altitude spotting shall receive a differential of one dollar and fifty cents ($1.50) per hour for actual air-time time only.

Employees who are being transported to a job site, normal courier duties, point-to-point travel, or similar circumstances shall not qualify for this differential. (Pilots are excluded from any part of this provision.)

(d) Application: C6214—Institution RN.

Definition: Charge differential shall be defined as a temporary hourly differential for an eight (8) hour shift for an Institution RN who has been assigned charge duties.

Rate: Institution RN's who are assigned and are performing charge duties will receive an additional thirty-three cents ($0.33) per hour. When this special duty pay condition occurs on a holiday worked or in an overtime period worked, this additional special duty premium pay shall be paid at the rate of time and one-half (1½).

(e) Application: C6135--Licensed Practical Nurse.

Eligibility: Charge differential shall be defined as a temporary hourly differential for an eight (8) hour shift for a Licensed Practical Nurse who has been assigned charge duties by the Employer.

Rate: Licensed Practical Nurses who are assigned and are performing charge duties shall receive an additional five percent (5%) above their current rate of pay for all hours worked during the assignment. When this special duty pay condition occurs on a holiday worked or in an overtime period worked, this additional special duty premium pay shall be paid at the rate of time and one-half (1½).

Licensed Practical Nurses at the DHS Mental Health Institutions who are classified as Mental Health Therapist 2 (C6712) will receive the higher salary rate of that classification in lieu of the LPN Charge Differentials of five percent (5%) above their current rate of pay. Mental Health Therapists 2 with LPN certification will continue to have a working title of Licensed Practical Nurse.

(f) Diving Differential:

Eligibility: Employees whose work assignment requires the use of self-contained underwater breathing apparatus or other sustained underwater diving equipment and who pass current certification for the use of such equipment will receive a differential of five dollars ($5.00) per hour or any fraction thereof, for actual diving time.

(g) Application: C6710--Mental Health Therapy Technician, C6711--Mental Health Therapist 1, and C6725--Habilitative Training Technician.

Eligibility: Full-time employees in classification C6710, C6711, or C6725 who are designated in writing by the Agency to perform assigned duties of "shift charge" where two (2) or more other employees are scheduled to work during that shift, shall be eligible for a pay differential of thirty-four cents ($0.34) per hour for each full eight (8) hour shift worked in such assignment. When this special duty pay occurs on an overtime period worked, this additional premium pay shall be added to the basic rate for computation of pay.

(h) Administration of Medications.

Application: C6710--Mental Health Therapy Technician, C6711--Mental Health Therapist 1, C6712--Mental Health Therapist 2, C6718--Mental Health Therapy Coordinator, C6717--Mental Health Therapy Shift Coordinator.

Eligibility: Employees in the above-referenced classifications and Mental Health Therapist 2s who have the working title of, and certification as, LPNs who are assigned medication administration duties shall be eligible for the differential.

Rate: Twenty-seven cents ($0.27) per hour for all shifts so assigned.

(i) ODOT DMV and/or ODOT IS Inmate Differential. DMV employees regularly assigned, and ODOT IS employees who are temporarily assigned, to work directly with inmates inside the security fences at State of Oregon correctional facilities will receive a five percent (5%) pay differential. The employees will receive this additional five percent (5%) above their current rate of pay for all hours worked during this assignment.

(j) OSH Custodian Differential. Oregon State Hospital Custodians who are regularly assigned custodian work in the Oregon State Hospital which requires client contact shall receive a ten percent (10%) pay differential. The employees will receive this additional ten percent (10%) above their current rate of pay for all hours worked during this assignment.

(k) An employee who is working as direct care in the classification of Institution Registered Nurse (C6214) or Nurse Practitioner (C6255) and possesses a Baccalaureate degree with relevant course work shall receive an additional four and seventy-five one-hundredths percent (4.75%) of their salary rate or possesses a Master's degree with relevant course work shall receive an additional nine and five-tenths percent (9.5%) of their salary rate. The differentials are based on a full-time employee and will be prorated for part-time employees on the basis of hours paid.

(l) Employees working in the Clinical Psychologist 2 classification of C6295 are eligible for a five percent (5%) differential over an employee's base rate of pay for all days worked when the following conditions are met:

(1) The Appointing Authority assigns in writing the duties of Forensic Evaluation.
(2) The employee is licensed and certified and maintains such license and certification.
(3) The employee is credentialed to perform forensic evaluation services at Oregon State Hospital.

Section 3. Special Qualifications Pay.

(a) Application: C6294, C6295-Clinical Psychologists 1 & 2.

Eligibility: American Board of Professional Psychology Diploma--fifty dollars ($50.00) above normal step.

(b) Medical Consultants: Medical Consultants (U7538) working in the DHS-DDS program shall receive a Board Certification differential of an additional seven and one-half percent (7.5%) for the first Board Certification in one (1)

specialty held and ten percent (10%) if two (2) or more specialty certifications are held. This differential will only be paid for those specialties or certifications recognized by the American Board of Medical Specialties, American Osteopathic Association, American Board of Professional Psychology, American Board of Professional Disability Consultants, or American Board of Medical Psychotherapists.

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

*NOTE: This differential will be paid to School for the Deaf employees excluding intermittents whose assignments require the use of sign language. Such payment will be made in accordance with the level of proficiency assigned by management, beginning the first day of the month following the employee's successful evaluation of the expected sign skill level for their position. Employees in the other Agencies will be paid this differential only when such bilingual sign requirements are assigned.

(d) Multilingual: A differential of ten percent (10%) over base rate will be paid to employees in positions which require multilingual skills (i.e., translation to and from English to two (2) or more foreign languages*) as a condition of employment. The interpretation and translation skills must be assigned in writing for multiple languages and must be contained in an employee's individual position's position description.

*NOTE: American Sign Language will count as one (1) of the two (2) foreign languages for purposes of the multilingual differential.

(e) Emergency Medical Technician Certification (Strike-Prohibited Unit Only).

Application: Employees in the classification of Transporting Mental Health Aide (C6101) who are required to possess certification as Emergency Medical Technicians shall be paid an additional five percent (5%) above their current rate of pay.

(f) Certified Bridge Worker: Employees in the classifications of Transportation Maintenance Specialist 2 (C4152), Transportation Maintenance Coordinator 1 (C4161) and Transportation Maintenance Coordinator 2 (C4162) who are members of a Bridge Crew and hold a certification in either structural welding or boom operation will, upon submitting proof of such certification, receive a five percent (5%) "Certified Bridge Worker" pay differential above their base rate of pay. Employees receiving this differential are also eligible for the High Work differential (Section 2(a)) to be paid for all hours actively engaged in this work and meeting the High Work Differential requirements.

(g) Pesticide/Herbicide Spray. An employee who possesses a valid pesticide/herbicide license shall receive one dollar and twenty-five cents ($1.25) per hour for actual hours worked when assigned work involving the preparation, the handling, and/or the application of pesticides/herbicides and any associated clean-up work.

Licensed pesticide/herbicide applicators who drive for other licensed pesticide/herbicide applicators, while applying pesticides/herbicides, shall receive the same hourly differential for actual hours worked.

(h) Tree Faller. Employees who hold a current Advanced Tree Faller certification (Forestry FAL 1, OPRD Level 3, ODOT Level 3 or 4) shall receive one dollar and twenty-five cents ($1.25) per hour for actual hours worked, or major portion thereof (thirty (30) minutes or more), when evaluating, falling or bucking advanced level trees or when training/certifying another employee who is an Advanced Tree Faller trainee. The differential does not apply when the tree faller is in training or participating in their own certification activities.

(i) Engineering and/or Geologist License (Forestry). Employees in the classification of Natural Resource Specialist 4, who are required to be licensed per the requirements of ORS Chapter 672 and their position description, shall be paid an additional five percent (5%) above their base rate.

(j) Group Life Coordinator. Group Life Coordinators who are assigned in writing to facilitate agency-approved treatment curricula or education/vocational curricula that leads to an Agency approved vocational certification for youth offenders shall be paid a differential of two dollars ($2.00) per hour for time spent in actual youth group facilitation. At the discretion of management, Group Life Coordinators will also be assigned time for preparation and post group documentation in the Juvenile Justice Information System and paid two dollars ($2.00) per hour for this work.

Section 4. Student Trainee Pay.

(a) Student Professional Forester Worker (C8235)

When hiring a Student Professional Forester Worker, if:

- the worker has completed one (1) year of Natural Resources or a related field at a recognized college or university, Step 3 of the salary range is recommended.
- the worker has completed two (2) years of Natural Resources or a related field at a recognized college or university, Step 4 of the salary range is recommended.
- the worker has completed three (3) years of Natural Resources or a related field at a recognized college or university, Step 5 of the salary range is recommended.
- the worker has completed four (4) years of Natural Resources or a related field at a recognized college or university, Step 6 of the salary range is recommended.

Section 5. Shift Differential.

(a) Eligibility. In order to qualify for the shift differential, an employee must be in a job classification which is allocated to Salary Range 22 or below. All employees shall be paid a differential as outlined in Subsections (b) and (c) below, for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday.

(b) Registered Nurses, Nurse Practitioners, and Licensed Practical Nurses will receive a shift differential of one dollar and eighty-five cents ($1.85) per hour. Employees in Mental Health Therapist 2 positions who are certified LPNs and also have the working title of Licensed Practical Nurse will receive this shift differential.

(c) All other personnel will receive a differential of one dollar ($1.00) per hour.

Section 6. Leadwork Differential.

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

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

(c) Leadwork differential shall not be computed at the rate of time and one-half (1 ½) for the time worked in an overtime or holiday work situation, or to effect a "pyramiding" of work out-of-classification payments. However, leadwork differential shall be included in calculation of the overtime rate of pay.

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

(e) If an employee believes that they are performing the duties that meet the criteria in Subsection (a), leadworker, but the duties have not been formally assigned in writing, the employee may notify the Agency Head in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the Agency Head of the issue.

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

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

Section 7. Leadwork Differential. Employment Department.

(a) Leadwork differential will be paid to employees who are formally assigned in writing to perform leadwork provided the leadwork or team leader duties are not included in the classification specification for the employee's position. 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 to standards; and provide informal assessment of workers' performance to the supervisor.

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

(c) 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 on to the base pay).

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

(e) If an employee believes that they are performing the duties of a leadworker but the duties have not been formally assigned in writing, they may submit the matter for resolution as per the dispute resolution process, or through the grievance procedure (as for example, classification review, work out-of-class).

Section 8. Leadwork Differential. ODOT Highway Division, TMS1, TMS2 and Transportation Operations Specialist.

(a) Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor "leadwork" duties for five (5) days (or the equivalent thereof for alternate or flexible schedules) or longer in a calendar month; or five (5) (or the equivalent thereof for alternate or flexible schedules) consecutive calendar days or longer that span the end of one (1) month and the beginning of the next month. In no case shall days be counted twice to meet the leadwork pay qualification.

(b) Leadwork is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards and provide informal assessment of workers' performance to the supervisor.

Section 9. Leadwork Differential. State Library.

(a) Team Coordinator differential shall be defined as a differential for employees who have been formally assigned in writing "team coordinator" responsibilities for a specific team on a recurring daily basis, for a designated length of time that extends beyond ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules).

(b) Team Coordinator responsibilities shall include substantially the following roles: monitor team progress in meeting performance goals; coordinate team workflow to accomplish the work efficiently; coordinate team development processes; identify, plan, and approve training; assist in hiring of new team members, orient new employees; review

team member timesheets; give feedback to team members concerning work procedures; and serve as communication liaison between the team and management.

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

(d) 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 Team Coordinator differential and an out-of-classification differential, the two (2) differentials would be calculated separately and then added on to the base pay).

Section 10. Differential Pay IS Team Lead.

(a)

(1) Bargaining unit employees occupying positions that are classified as Information Specialist 1-8 will be eligible for the differential in accordance with subsection (5) below.

(2) The differential shall be ten percent (10%) beginning from the first (1st) day the duties were formally assigned in writing.

(3) Bargaining unit employees shall not be eligible for any work out-of-class pay, leadwork differentials or any other premium pay except for overtime and penalty payments as compensation for team leader duties. 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 team leader differential and out-of-class differential, the two (2) differentials would be calculated separately and then added onto the base pay).

(4) The differential shall be ten percent (10%) above the employee's base salary rate.

(5) For a bargaining unit employee to be eligible for the differential, the Agency must formally assign the employee in writing to perform team leader duties, the employee leads a team of employees and performs substantially all of the following duties under supervisory direction:

(A) Plans for short and long term needs of team, including such areas as technology to be used, user requirements, resources required, training necessary, methods to accomplish work, multiple project timelines and competing priorities.

(B) Establishes and coordinates multiple interrelated project schedules for all projects on which the team is working.

(C) Works directly with multiple users to identify broad user needs and requested timelines when projects are submitted for the team.

(D) Provides technical/operation guidance to contractors and monitors quality assurance.

(E) Develops technical standards and monitors team members' work for compliance.

(F) Performs leadwork duties on a recurring daily basis, as listed in Article 26, Section 6 of the Master Agreement, which are 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 to standards and provide informal assessment of workers' performance to the supervisor.

(b) Bargaining unit employees shall not be eligible for the differential if they are on voluntary developmental training assignments.

(c)

(1) If an employee believes that they are performing the duties that meet the criteria stated in Subsection a(5), but the duties have not been formally assigned in writing, the employee may notify the Agency Head in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that Information Services Team Leader duties were, in fact, assigned and are appropriate, the differential will be effective beginning with the day the employee notifies the Agency Head of the issue.

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

(3) If the Agency concludes that the duties are not Information Services Team Leader duties, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Agency Head.

Section 11. Work Out-of-Classification.

(a) When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules), the employee shall be paid five percent (5%) above the employee's base rate of pay or the first step of the higher salary range, whichever is greater.

When assignments are made to work out-of-classification for more than ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules), the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

When an employee is assigned to work out-of- classification pending approval of a reclassification upward, the employee will be paid at the next higher rate of pay or first step of the higher salary range, whichever is greater.

Agencies may provide an additional five percent (5%) differential if the work out-of-class would not result in additional compensation for the employee. Agencies must document the reasons for the exception.

(b) An employee performing duties out-of-classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

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

(d) Assignments of work out-of-classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

Section 12. Work Out-of-Classification. ODOT.

(a) Transportation Maintenance Specialists. In addition to any entitlement to work out-of-classification pay pursuant to Section 10 of this Article, notwithstanding Transportation Maintenance Specialist 1s who are assigned to a TMS 2 Maintenance crew by their supervisor and who independently perform work consisting of sweeping, snow removal, sanding, de-icing or removal of land/rock slide materials from roadways at the Transportation Maintenance Specialist 2 (TMS 2) level shall be paid a differential of five percent (5%) over their base rate of pay for all hours of such work. Operation of heavy earth-moving equipment on land/rock slides and operation of a pick-up broom for sweeping are considered TMS 2 level work, whereas traffic control activities such as flagging, operating pilot vehicles and setting signs are not considered TMS 2 level work.

(b) Self-Managed Crews. Where the Agency utilizes self-managed work crews, crew members, including positional leaders, may not be entitled to work out-of-classification payments at the supervisory level unless they assume a majority of duties specific to that classification.

Section 13. Lateral Classification Assignment Differential. When an employee is temporarily assigned for a period of ten (10) or more consecutive calendar days (or the equivalent thereof for alternate or flexible schedules) to a lateral classification within the same salary range base number and the salary is a higher salary schedule, the employee shall be paid at the lowest step in the new schedule that provides the employee an increase in their base rate of pay.
(See Letters of Agreement 26.00-99-15 & 26.00-15-278 in Appendix A.)

REV: 2013, 2015, 2017, 2019

ARTICLE 26T--DIFFERENTIAL PAY (Temporary Employees)

Section 1. Bilingual Differential. A differential of five percent (5%) over base rate will be paid to employees in positions which specifically require bilingual skills (i.e., translation to and from English to another foreign language or the use of sign language*) as a condition of employment. The interpretation and translation skills must be assigned and contained in the employee's statement of duties.

*NOTE: This differential will be paid to School for the Deaf employees excluding intermittents whose assignments require the use of sign language. Such payment will be made in accordance with the level of proficiency assigned by management, beginning the first day of the month following the employee's successful evaluation of the expected sign skill level for their position. Employees in the other Agencies will be paid this differential only when such bilingual sign requirements are assigned.

Section 2. Multilingual. A differential of ten percent (10%) over base rate will be paid to employees in positions which require multilingual skills (i.e., translation to and from English to two (2) or more foreign languages*) as a condition of employment. The interpretation and translation skills must be assigned for multiple languages and must be contained in an employee's individual position's position description.

*NOTE: American Sign Language will count as one (1) of the two (2) foreign languages for purposes of the multilingual differential.

Section 3. Shift Differential.

(a) Eligibility. In order to qualify for the shift differential, an employee must be in a job classification which is allocated to Salary Range 22 or below. All employees shall be paid a differential as outlined in Subsections (b) and (c) below, for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 pm and 6:00 am and for each hour or major portion thereof worked on Saturday or Sunday.

(b) Registered Nurses, Nurse Practitioners, and Licensed Practical Nurses will receive a shift differential of one-dollar and eighty-five cents ($1.85) per hour. Employees in Mental Health Therapist 2 positions who are certified LPNs and also have the working title of Licensed Practical Nurse will receive this shift differential.

(c) All other personnel will receive a differential of one dollar ($1.00) per hour.

REV: 2015, 2017

ARTICLE 27--SALARY INCREASE

Section 1. Cost of Living Adjustments. Effective July 1, 2019, Compensation Plan salary rates shall be increased by two and fifteen hundredths percent (2.15%), to be paid August 1, 2019. Effective October 1, 2020, Compensation Plan salary rates shall be increased by three percent (3%), to be paid November 1, 2020. (See Appendix C & E.)

Effective July 1, 2020, an additional step shall be added to all salary ranges. Employees who are at the 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. Compensation Plan for Non-Strikeable Unit. The Parties agree to maintain a separate wage compensation plan for SEIU Local 503, OPEU-represented employees in the non-strikeable unit, including employees at Oregon State Hospital in positions designated as security. (See Appendix D.)

Section 3. Compensation Plan Changes.

(a) **Selective Salary Increases.** Effective July 1, 2019, the classifications listed below shall be adjusted as follows:

CLASS #	CLASS TITLE	SALARY RANGE FROM	TO
0103	Office Specialist 1	12	13
0110	Legal Secretary	17	18
0119	Executive Support Specialist 2	19	20
0322	Public Service Representative 2	12	13
0324	Public Service Representative 4	19	20
1524	Paralegal	23	26
2302	Teaching Assistant	13	15
2511	Electronic Pub Design Specialist 2	21	22
2512	Electronic Pub Design Specialist 3	23	24
4409	General Maintenance Mechanic	19B	21
4417	Automotive Technician	12	14
4418	Automotive Technician 1	17	19
4419	Automotive Technician 2	21	23
5232	Investigator 2	21	23
5233	Investigator 3	25	26
5420	Livestock Brand Inspector	13	15
5550	Parking Services Representative	13	14
5857	Motor Carrier Enforcement Officer 1	19	21
5858	Motor Carrier Enforcement Officer 2*	21	24
6214	Institution Registered Nurse	31N	28N
6229	Public Health Nurse 2	31	28N
6294	Clinical Psychologist 1	32	33
6295	Clinical Psychologist 2	34	35
6386	Pharmacy Technician 2	14	16
6508	Occupational Therapist	29	32
6606	Human Services Assistant 2	15	16
6612	Social Services Specialist 1	24	25
6613	Social Services Specialist 2	26	27
6720	Psychiatric Social Worker	28	29

Effective July 1, 2019, all employees in these classifications will retain their current salary rate in the new range except that employees whose current rate is below the first (1st) step of the new range shall be moved to the first (1st) step in the new range and a new salary eligibility date will be established twelve (12) months later. For an employee whose rate is within the new salary range, but not at a corresponding salary step, their current salary rate shall be adjusted to the next higher rate closest to their current salary upon the effective date. "Red-circle" under Article 81, Section 3 will apply when appropriate, (i.e., in cases of downward reclassification).

*Motor Carrier Enforcement Officer 2s whose rate is within the new salary range, but would result in a pay decrease due to the removal of the existing MCEO 2 differential will receive a step increase effective July 1, 2019.

(See Letters of Agreement 27.00-19-325 & 27.00-19-333 & 27.00-19-364 in Appendix A.)

(See also Special Agencies Coalition Letter of Agreement 27.5A-03-73 in Appendix A.)

REV: 2013, 2015, 2017, 2019

ARTICLE 29--SALARY ADMINISTRATION

Section 1. Pay.

(a) Pay for employees in the bargaining unit shall be in accordance with the Compensation Plan adopted by the Department of Administrative Services and approved by the Governor as modified by this Agreement. No changes shall be made in the Compensation Plan which affect SEIU Local 503, OPEU bargaining unit employees unless the Parties to this Agreement have negotiated the changes and reached agreement on what changes will be made. This is not intended to prevent mechanical changes or other minor changes necessary to administer the Compensation Plan.

(b) All employees shall be paid no later than the first day of the month. However, employees who begin work after payroll cutoff will be paid in the subsequent mid-month payroll for time worked in the affected pay period. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When payday falls on a Saturday, Sunday, or holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for disciplinary action. All checks released early under this Article shall be accompanied by

written notice from the Employer as to the normal release time and date for that employee and a statement that early cashing or depositing of the check may be cause for disciplinary action. However, this shall not apply to appropriate mid-month payroll. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

(c) Employees shall be paid no less than the minimum rate of pay for their classification upon appointment to a position in state service. An entrance salary rate may exceed the minimum rate when the Appointing Authority believes it is in the best interest of the State to do so.

(d) Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized subject to approval of the Appointing Authority or designee, in emergency cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include but are not limited to the following circumstances:

1. Death in family
2. Major car repair
3. Theft of funds
4. Automobile accident (loss of vehicle use)
5. Accident or sickness
6. Destruction or major damage to home
7. New employee lack of funds (maximum--one (1) draw)
8. Moving due to transfer or promotion.

Section 2. Performance Increase. Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance pay increase on their eligibility date if the employee is not at the top of the salary range of their classification, and provided the employee's performance has not been deficient. Employees who do not receive an annual performance pay increase shall receive timely notice of deficient performance or conduct during the evaluation period. Employees shall receive a notice related to the deficiencies as they are noted prior to the completion of the performance evaluation period. "Timely" shall be a reasonable amount of time, taking into consideration the specific alleged deficient performance. Such notice shall provide the employee with adequate opportunity to correct the problem prior to the end of the evaluation period.

Employees shall be eligible for performance increases following the intervals of:

(a) Annual periods after the initial date of hire until the employee has reached the top step in their salary range. However, should an employee be promoted during the first year of service with the Employer, the employee shall not receive this increase, but shall be eligible for increases in Section 3(b).

(b) The first six (6) months after promotion and annual periods thereafter until the employee has reached the top step in their salary range.

Performance-based pay shall use the following criteria:

(1) Classification specifications developed and promulgated by the Employer.
(2) An individual position description reduced to writing.
(3) Written memoranda including letters of instruction, when necessary. Work plans where used will not be accepted as a substitute for notice of deficiency.
(4) Disciplinary action.

The above criteria shall be the primary factors upon which an employee's performance is judged and upon which annual performance pay decisions are determined.

Section 3. 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 step, the employee's salary shall be maintained at that step in the lower range.

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

Whenever employees demote to a job classification in a lower range, but their previous salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.

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

Section 4. Salary on Promotion.

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

If an employee is demoted or removed during trial service as a result of a promotion, their salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.

If the employee's salary eligibility date occurs during the promotional trial service period, upon reinstatement to the previous class, the salary eligibility date prior to promotion will be recognized.

(b) Salary on Recall from Demotion in Lieu of Layoff. Upon recall to their former classification, an employee demoted in lieu of layoff shall retain their previous salary eligibility date and, as of the date of recall, be restored at the salary the employee would have been eligible for had a demotion not occurred, unless the employee is denied the increase as a disciplinary action.

Section 5. Salary on Lateral Transfer. An employee's salary shall remain the same, except where the Appointing Authority or designee determines that exceptional circumstances justify payment of a higher rate, when transferring from one (1) position to another which has the same salary range.

Section 6. Effect of Break-In-Service. When an employee separates from state service and subsequently returns to state service, except as a temporary employee, the employee's salary eligibility date shall be determined by the Agency as follows:

(a) Return from Recall List. The employee's previous salary eligibility date, adjusted by the amount of break-in-service, shall be restored.

(b) Return from Reemployment. The employee's previous salary eligibility date, adjusted by the amount of break-in-service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established as the first of the month in any future month up to twelve (12) months from the date of reemployment.

Section 7. Rate of Pay on Appointment from Layoff List. When an individual is appointed from a layoff list to a position in the same classification 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. The salary eligibility date of an individual who is appointed from a layoff list shall be determined in accordance with Section 7.

Section 8.

(a) **Rate of Pay on Return to State Service by Reemployment.** When a former employee is appointed from reemployment to a position in the same classification in which they were previously employed or in a related classification with the same salary range, they may be paid at or below the step at which they were being paid at the time of their termination. If a person is reemployed in a position in a classification with a lower salary range than that of their previous position, they may be paid at any step in the lower salary range not exceeding the rate they were being paid in the higher classification, except where exceptional circumstances justify payment of a higher rate. The salary eligibility date of a former employee who is appointed from reemployment shall be determined in accordance with Section 7.

(b) **Rate of Pay on Reemployment Without a Break-In-Service.**

(1) When a current employee is returning from demotion to a position in the same classification in which they were previously employed or in a related classification with the same salary range, the employee shall be restored at the salary step the employee would have been eligible for had a demotion not occurred, not to exceed the top step.

(2) When a person is reemployed in a position in a classification with a lower salary range than that of their previous position as referenced in Subsection (b)(1), the employee may be paid at any step in that lower salary range not to exceed the top step or the rate they would have received pursuant to Subsection (b)(1). However, if an employee's current rate of pay is below the top step of the lower classification's salary range, they retain that rate unless the employee is eligible to receive a higher rate pursuant to Subsection (b)(1) or (b)(4) not to exceed the top step.

(3) In both instances, the former salary eligibility date (SED) is restored unless the SED is changed in compliance with the Collective Bargaining Agreement (e.g., Article 61, Leave Without Pay).

(4) Pay of a higher rate, not to exceed the top step, may be granted subject to exceptional circumstances, upon approval of the appointing authority.

Section 9. Recoupment of Wage and Benefit Overpayments.

(a) In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.

(b) The Agency shall be limited in using the payroll deduction process to a maximum period of three (3) years before the notification. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

(c) For purposes of recovering overpayments of fifty dollars ($50.00) or less, notice will be provided on the employee paystub.

(d) For purposes of recovering overpayments of more than fifty dollars ($50.00) by payroll deduction, the following shall apply:

(1) The employee and the Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

(2) If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in Subsection (d)(3) below.

(3) 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 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(s).

(4) Subsections (d)(1) through (d)(3) of this Section shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one pay period to another. For example, if an employee utilizes leave without pay near the end of a month but is paid for such

time because such leave without pay was not anticipated at the payroll cutoff date for that month, the employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

However, under limited conditions (listed below) an exception to lump sum recoupment of wage overpayments greater than five percent (5%), as a result of leave without pay, shall apply. In these cases:

(A) An employee may request a repayment schedule not to exceed three (3) months:

i. When entries are made by a person authorized by the Agency to complete a timesheet on behalf of an absent employee which results in overpayment.

ii. When entries on the timesheet made by an employee were correct, but the timesheet data was incorrectly input by the Agency which results in an overpayment.

(B) Subject to extenuating circumstances beyond the control of the employee, an employee may request a longer repayment schedule. The Appointing Authority or designee has the sole discretion to deny or grant the employee's request. The decision is not subject to the grievance procedure.

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(s).

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

(See also Special Agencies Coalition Letter of Agreement 29.5A-15-263 in Appendix A.)

REV: 2019

ARTICLE 29T--SALARY ADMINISTRATION (Temporary Employees)

Section 1. Pay.

(a) Pay for employees in the bargaining unit shall be in accordance with the Compensation Plan adopted by the Department of Administrative Services and approved by the Governor as modified by this Agreement. No changes shall be made in the Compensation Plan which affect SEIU Local 503, OPEU bargaining unit employees unless the Parties to this Agreement have negotiated the changes and reached agreement on what changes will be made. This is not intended to prevent mechanical changes or other minor changes necessary to administer the Compensation Plan.

(b) All employees shall be paid no later than the first day of the month or semi-monthly, as appropriate. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When payday falls on a Saturday, Sunday, or holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month, or as appropriate for hourly employees. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release time. Any violation of this provision may be cause for denial of future early release of paycheck. All checks released early under this Article shall be accompanied by written notice from the Employer as to the normal release time and date for that employee and a statement that early cashing or depositing of the check may be cause for denial of future early release of paycheck. However, this shall not apply to appropriate tenth (10th) of the month payroll. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

(c) Employees shall be paid no less than the minimum rate of pay for their classification upon appointment as a temporary employee.

(d) Release of sixty percent (60%) of an employee's earned gross wages prior to the employee's designated payday shall be authorized subject to approval of the Appointing Authority, in emergency cases upon receipt of a written request from the employee that describes the emergency. An emergency situation shall be defined as an unusual, unforeseen event or condition that requires immediate financial attention by an employee. Emergencies include but are not limited to the following circumstances:

1. Death in family
2. Major car repair
3. Theft of funds
4. Automobile accident (loss of vehicle use)
5. Accident or sickness
6. Destruction or major damage to home
7. New employee lack of funds (maximum--one (1) draw)
8. Moving due to transfer or promotion.

Section 2. Recoupment of Wage and Benefit Overpayments.

(a) In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.

(b) The Agency shall be limited in using the payroll deduction process to a maximum period of three (3) years before the notification. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

(c) For purposes of recovering overpayments of fifty dollars ($50.00) or less, notice will be provided on the employee paystub.

(d) For purposes of recovering overpayments of more than fifty dollars ($50.00) by payroll deduction, the following shall apply:
   (1) The employee and the Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
   (2) If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in Subsection (d)(3) below.
   (3) The overpayment shall be recovered in amounts not exceeding five percent (5%) of the employee's wage per pay period. 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(s).
   (4) In the event the employee was paid for hours not worked, Subsections (b), (c), and (d) shall not apply and the overpayment is subject to immediate recoupment.

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

ARTICLE 30--PAYROLL COMPUTATION PROCEDURES

Section 1. 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 Full-Time: A seasonal position normally equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on a monthly, hourly, or fixed partial monthly salary basis. All benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

(d) 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.

(e) Temporary Full-Time: A temporary appointment equivalent to eight (8) hours per day or forty (40) hours per week. A temporary full-time employee will be paid on a monthly, hourly, or fixed partial monthly salary basis. Any applicable benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

(f) Temporary Part-Time: A temporary appointment less than full time. A temporary part-time employee will be paid on a monthly, hourly, or fixed partial monthly salary basis. Any applicable benefits will be calculated on a partial monthly or pay period, pay status basis, whichever is appropriate.

(g) 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, such as Monday-Friday, Tuesday-Saturday, etc. Holidays that fall within the employee's work schedule are counted as workdays for that month or pay period.

(h) 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 (or by 162.5 for certain Printer classifications).

(i) 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 115 hours in a month or pay period with a possible work schedule of 121 hours, the partial month's pay is computed as follows:

$$\frac{115}{121} \times \textit{Full Month Salary} = \textit{Gross Partial Pay}$$

(j) Days Worked: Includes all days actually worked, all holidays, and all paid leave, which occurs within an employee's service period.

Section 2. 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 (½) monthly or pay period pay for a half-time employee, or pay will be computed on an hourly basis, and pay and benefits will be normally prorated on a pay period, pay status basis. 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 deducted at the hourly rate.

(c) Seasonal Full-Time Employees: Pay and benefits will be computed on a monthly, prorated monthly, or an hourly pay period, pay status basis.

(d) Seasonal Part-Time Employees: Pay will be computed on an hourly basis, and pay and benefits will be normally prorated on a pay period, pay status basis.

(e) Job Sharing Employees: The total time worked by all job share employees in one (1) position will not exceed 1.0 FTE.

(f) Temporary Full-Time Employees: Pay and applicable benefits will be computed on a monthly, prorated monthly, or an hourly pay period pay status basis.

(g) Temporary Part-Time Employees: Pay and applicable benefits will be computed on an hourly basis, and pay will normally be prorated on a pay period, pay status basis.

(h) Partial Month's Pay or Partial Pay Period:

(1) Partial month's pay (or prorated monthly or pay period pay) 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, or is unscheduled.

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

(2) See definition for partial month's pay under Section 1(i) for computation procedures.

(i) Changes in Salary Rate: When an employee's salary rate changes in the middle of a month, pay will be computed on the fractional amount of hours worked at each salary rate during the month. For example:

$$\frac{\text{Actual Hours}}{\text{Possible Hours}} \times \text{Old Rate} + \frac{\text{Actual Hours}}{\text{Possible Hours}} \times \text{New Rate} = \text{Gross Pay}$$

Section 3. The Parties agree that if the Employer adopts a biweekly pay plan, this Article of the Contract will be open for renegotiation.

ARTICLE 31--INSURANCE

Section 1. Employer Contribution.

(a) An Employer contribution for health and dental benefits will only be made for each active employee who has at least eighty (80) paid regular hours in a month and who is eligible for medical insurance coverage, unless otherwise required by law.

(b) It is understood that the administrative intent of this Article is that the Employer contribution is made for individuals who are participants in the medical insurance coverages. Participation will mean that eligible less-than-full-time employees who drop out of coverage will be considered to participate. Additionally, employees who elect to opt out of coverage for a cash incentive will be considered to participate.

Section 2. Full-Time Employees.

An Employer contribution shall be made for full-time employees who have at least eighty (80) paid regular hours in a month, unless otherwise required by law.

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 medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

Section 3. Less-Than-Full-Time Employees.

(a) For less-than-full-time employees (including part-time, seasonal, and intermittent employees), who have at least eighty (80) paid regular hours in 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 based on the ratio of paid regular hours to full-time hours to the nearest full percent, except that less-than-full-time employees who have at least eighty (80) paid regular hours in a month shall receive no less than one-half (½) of the contribution for full-time employees.

(b) The following administrative procedures shall be used for the calculation of Employer health plan contributions for less-than-full-time employees, under this Section.

(1) "Regular hours" means all hours of work or paid leave except overtime hours, i.e., those above eight (8) hours in a day or forty (40) hours in a week. Thus, "regular hours" shall include additional non-overtime hours worked above an employee's regular work schedule.

(2) The formulas to be used for calculating the Employer's prorated health plan contribution shall be those provided in Article 30--Payroll Computation Procedures.

(3) In the event that a less-than-full-time employee, who is regularly scheduled to work half-time or more, fails to maintain at least half-time paid regular hours because of the effect of prorated holiday time or other paid or unpaid time off, they shall be allowed to use available vacation or comp time to maintain their eligibility for benefits and the Employer's contribution for such benefits.

Section 4. Coordination of Benefits. The Public Employee Benefits Board (PEBB) may adopt any of the effect-on-benefit alternatives described in the National Association of Insurance Commissioners (NAIC) 1985 model acts and regulations, or any subsequent alternatives promulgated by the NAIC.

Section 5. Administration. Agencies will continue to pay employee insurance premiums directly to the appropriate insurance carriers and remit balances either to the employees' flex benefit account or to PEBB, as directed by PEBB.

Section 6. The State ceases to have a proprietary interest in its own contributions to the benefit plan premium when it pays such funds to the carrier or to persons who have an irrevocable duty to transfer such payments to the carriers when due. (See Letters of Agreement 31.00-11-226 & 31.00-13-248 & 31.00-13-252 in Appendix A.)

REV: 2013, 2015, 2017, 2019

ARTICLE 32--OVERTIME

Section 1. Definition of Time Worked. All time for which an employee is compensated at the regular straight time rate of pay, including work-related telephone calls made to or by an employee after the end of their work-shift, shall be counted as time worked with the following exceptions:

- Holidays which fall on an employee's scheduled day off;
- On-call time (Article 34);
- Penalty payments (Article 40);
- Paid sick leave (Article 56), except that paid sick leave shall be counted as time worked for the purpose of calculating overtime, if a worker is mandated to work beyond their regular shift or on their scheduled day off.

Section 2. Overtime Work Definition. Overtime for employees working a regular work schedule is time worked in excess of eight (8) hours per day or forty (40) hours per workweek. Overtime for employees working an alternate work schedule is time in excess of the daily scheduled shift or forty (40) hours per workweek. Overtime for employees working a flexible work schedule is time in excess of the agreed upon hours each day or time in excess of forty (40) hours per workweek. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per workweek is additional straight time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per workweek. In a split shift, the time an employee works in a day after twelve (12) hours from the time the employee initially reports for work is overtime.

Section 3. Compensation. All employees shall be compensated for overtime at the rates set out in Section 4. 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 ½), or to effect a "pyramiding" of overtime and penalty payments.

Section 4. Eligibility for Overtime Compensation.

(a) Overtime-Eligible Positions. Time and one-half (1 ½) their regular hourly rate unless the position is executive, administrative or professional as defined by the Fair Labor Standards Act (FLSA) and ORS 653.269(5)(a) or unless the classification contains direct care nursing employees, in the following classifications or successor classifications:

- 6214 Institution RN
- 6255 Nurse Practitioner

Such time and one-half (1 ½) compensation shall be in the form of cash or compensatory time, pursuant to Articles 32.1-32.5.

In Agencies where there is no contractual limitation on the accumulation of compensatory time the Employer may:

(1) schedule unilaterally up to forty (40) hours of unused compensatory time per employee per fiscal year, after prior notice of at least five (5) working days to the affected employees; and/or

(2) pay off in cash some or all of an employee's unused compensatory time once per fiscal year.

(b) Straight-Time-Eligible Positions. Employees in positions, except as identified in Section 4 above, which have been determined to be executive, administrative, or professional as defined by the FLSA and ORS 653.269(5)(a) shall receive time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked subject to limitations of Articles 32.1-32.5.

This time off shall be utilized within the fiscal year earned or shall be lost, except when the scheduling has been extended by the Agency or as otherwise specified below. At ninety (90) days prior to loss of such straight time, employees shall be notified that they must use or lose the hours. Time earned in the last ninety (90) days may, at the discretion of management, be carried forward into the next fiscal year. However, such carry forward may not increase the total straight time that may be accrued in that year. If time off requests are denied for use of accrued leave before the year ends, these accrued hours will be paid in cash upon forfeiture. Employees will take all necessary steps to request use of straight time during the fiscal year. Employees shall be paid out any unused straight time upon separation from employment.

(c) No overtime is to be worked without the prior authorization of management.

Section 5. Schedule Change. When a change of work schedule is requested by an employee and approved by the Agency, all forms of penalty pay shall be waived by the employee. When a change of work schedule is requested by an employee and approved by the Agency, overtime compensation for that workday, but not for work over forty (40) hours per week, associated with the changed schedule shall be waived.

Section 6. Record. A record of all overtime worked shall be maintained by the Agency.

Section 7. Change in FLSA Status.

(a) DAS shall provide the Union with no less than twenty (20) days written notice of its intent to exempt from overtime a filled bargaining unit position. DAS agrees not to change the position's designation during this twenty (20) day period.

(b) Employees may challenge their position's designation by providing notice and requesting a desk audit to the Agency Human Resources Department. The Agency shall conduct the desk audit and make a determination in writing within thirty (30) days of the request, or as extended by mutual agreement.

(c) Should the Union decide to contest the proposed change in status, it shall serve DAS with written notice of such intent within twenty (20) days of its receipt of the notice. Should such notice be given, DAS will forego implementing the

change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow time to investigate whether there are grounds to contest the proposed change in status. If the Union decides to pursue challenging an exemption it must file with Department of Labor (DOL)/Bureau of Labor and Industries (BOLI) prior to the end of this forty (40) day period. In such event, DAS agrees to forego implementing a change in designation until the matter is resolved by way of DOL/BOLI decision, settlement or other manner.

(d) If timely notice indicating intent to contest the exemption during the initial twenty (20) day period is not received or if the Union does not proceed forward during the subsequent forty (40) day period, the position's designation shall be changed, and the Parties agree not to contest the status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exemption is no longer warranted.

(e) For purposes of this Section, written notice may occur by personal delivery, fax, email or mail (postmark) within the time frames cited above.

REV: 2015, 2019

ARTICLE 32T--OVERTIME (Temporary Employees)

Section 1. Time Worked Definition. Time worked is defined as actual hours worked.

Section 2. Overtime Work Definition. Overtime for non-exempt employees working any work schedule is actual time worked in excess of forty (40) hours per workweek.

Section 3. Compensation. All non-exempt employees shall be compensated for overtime at time and one-half (1 ½) of their regular hourly rate. No overtime is to be worked without the prior authorization of management.

Section 4. No application of this Article shall be construed or interpreted to provide compensation for overtime at a rate exceeding time and one-half (1 ½), or to effect a "pyramiding" of overtime and penalty payments.

Section 5. Record. A record of all overtime worked shall be maintained by the Agency.

ARTICLE 32.5A,C,D,E,F,G,Y--OVERTIME (Education including OSD, Library, Treasury, Department of Administrative Services, Commission for the Blind, PERS, HECC)

Section 1. Distribution of Overtime. Overtime work shall be distributed as equally as is feasible among qualified employees in the work unit who normally do the particular type of work needed. In the Department of Administrative Services, "work unit" for this purpose means the employees who, by position description, normally perform the particular type of work involved at the worksite that is involved. When such an assignment creates a burden for the employee, the Agency agrees to attempt to assign it to another qualified employee or to cancel the assignment. When such burden exists, the employee shall not be required to work unless their absence would cause the Agency to be unable to meet its responsibilities.

Section 2. Notice of Overtime. The Agency will give employees as much notice as practicable that overtime will be required.

Section 3. Payment for Overtime. Payment of overtime shall be included in the payroll paid the month following the pay period in which overtime is worked if the overtime is reported prior to the payroll cut-off dates, provided, however, that payment shall be made no later than thirty-one (31) days after overtime work is reported.

Section 4. Overtime Rest Periods. If an employee is assigned one (1) or more hours of overtime work contiguous to their regular workshift or is called back within one (1) hour of their scheduled quitting time, the Agency will provide a fifteen (15) minute rest period after two (2) hours of overtime completed.

Section 5. Compensatory time shall be scheduled, as much as possible, at the convenience of the employee, consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflict shall be resolved on a rotating basis. This time off shall be utilized within one (1) year of being earned or shall be paid in cash except as provided in Article 32, Section 4.

Section 6. Election of Cash/Compensatory Time Off.

- Library—Under normal circumstances, compensation for authorized overtime will be compensatory time off. Cash payment for overtime must be authorized in advance in writing by the Division Administrator except as provided in Article 32, Section 4.
- Treasury—Eligible employees shall receive cash for overtime worked, except as provided in Article 32, Section 4, unless the employee elects to receive compensatory time off. If the employee wishes to receive compensatory time off in lieu of cash, the employee must request this method of compensation no later than the first regular workday following the date the overtime was worked.
- Commission for the Blind—Eligible employees, except as provided in Article 32, Section 4, shall receive either cash or compensatory time off for working authorized overtime. An employee shall make a request to the Agency no later than the first workday following the date the overtime is worked for either cash or compensatory time off. In instances of overtime assignment when monies budgeted to Personal Services are exhausted, overtime compensation shall be paid by compensatory time off. The employee requested to work such overtime shall be advised that payment will be compensatory time off at the time of the request. Employees who decline overtime for reason of non-cash payment shall not have such time counted for purposes of equalization.
- PERS—Eligible employees, except as provided in Article 32, Section 4, shall receive compensatory time off for overtime worked unless the employee elects to receive cash, subject to budgetary limitation and workload requirements. If the employee wishes to receive cash in lieu of compensatory time off, the employee must request this method of compensation prior to accepting assignment of the overtime.

- Education including OSD—Except as provided in Article 32, Section 4, eligible employees shall have the option of cash payment or compensatory time off for overtime worked.
- Department of Administrative Services—Except as provided in Article 32, Section 4, eligible employees shall be compensated in cash for overtime worked. An employee may request to accrue compensatory time off for overtime worked in lieu of cash. Such requests must be in writing and filed with the employee's immediate supervisor no later than the first regular workday following the date the overtime was worked. The supervisor shall promptly approve or deny such requests based on the availability of funds and operating needs of the organization. Requests for compensatory time for overtime which are in conflict with the provision of the Fair Labor Standards Act shall not be granted.
- HECC—Except as provided in Article 32, Section 4, eligible employees shall have the option of cash payment or compensatory time off for overtime worked.

Section 7. OSD Only. The Employer will pay one-half (½) hour overtime to Dorm Counselors who are unable to take their rest breaks. Further, should scheduling of LPNs and/or Child Care Workers result in their being unable to take breaks in the future, those employees will also be paid one-half (½) hour overtime.

REV: 2015

ARTICLE 32.5H,N,Q,T,V--OVERTIME (Justice, Revenue, DCBS, Veterans' Affairs, WCB)

Section 1. Distribution of Overtime. Overtime work assignments shall be distributed as equally as is feasible among employees in the work unit who normally do the particular type of work needed. When such an assignment is a burden to the employee, the Agency agrees to attempt to assign it to another employee or cancel the assignment. When such burden exists, the employee shall not be required to work unless their absence would cause the Agency to be unable to meet its responsibilities.

Section 2. Notice of Overtime. The Agency will give employees as much notice as practicable that overtime will be required.

Section 3. Payment for Overtime. Cash payment for overtime shall be paid not later than the first (1st) of the second month following the calendar month in which the overtime was worked.

Section 4. Overtime Rest Periods. If an employee is assigned one (1) or more hours of overtime work contiguous to their regular workshift or is called back within one (1) hour of their scheduled quitting time, the Agency will provide a fifteen (15) minute rest period after two (2) hours of overtime completed.

Section 5. Compensatory time shall be scheduled, as much as possible, at the convenience of the employee, consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflict shall be resolved on a rotating basis. This time off shall be utilized within one (1) year of being earned or shall be paid in cash, except as provided for in Article 32, Section 4.

Section 6. Election of Cash/Compensatory Time Off.

- Justice—
  - (a) Employees eligible for compensation for overtime worked shall receive compensatory time, if overtime is required, unless the employee elects to receive cash, except as provided for in Article 32, Section 4. The eligible employee will receive compensatory time unless they request cash no later than thirty (30) days following the date the overtime was worked.
  - (b) If an employee eligible for compensation volunteers for an overtime opportunity, the Agency shall determine the method of compensation if the overtime is a result of periodic peak workloads pursuant to Article 32, Section 4.
  - (c) The High Intensity Drug Trafficking Area (HIDTA) Program requires that compensation for any overtime hours worked must be limited to cash. This means there is no ability for CJD employees doing HIDTA-related work to receive compensatory time in lieu of cash for required overtime.
  - (d) In instances where HIDTA work requires overtime and there are no CJD volunteers, reimbursement for such hours will be in cash.
- Revenue—All employees who work authorized overtime shall be paid in cash or receive compensatory time off, except as provided for in Article 32, Section 4, at the discretion of the employee.
- DCBS—All employees who work authorized overtime shall be paid or receive compensatory time off, except as provided for in Article 32, Section 4. If the eligible employee has a preference for either kind of compensation, they must make the request no later than the first regular workday following the date the overtime was worked.
- Veterans' Affairs—Compensation for overtime shall be in the form of cash or compensatory time off at the discretion of the eligible employee except as provided for in Article 32, Section 4; however, the Agency may require employees to take compensatory time subject to the budgetary limitations of the Agency.
- WCB—All employees who work authorized overtime shall be paid or receive compensatory time off except as provided for in Article 32, Section 4. If the eligible employee has a preference for either kind of compensation, they must make the request prior to the date the overtime is to be worked.

REV: 2015, 2015

ARTICLE 32.5I--OVERTIME (OHCS)

Section 1. Overtime work assignments shall be distributed as equally as possible among qualified employees within the department who normally do the type of work needed. Overtime assignments shall first be offered on a voluntary basis to qualified employees within the department requiring the work. If there are no volunteers, the Agency shall require authorized overtime to be worked. Required overtime assignments shall be assigned on a rotating basis. When such an assignment is

a burden to the employee, the Agency shall assign the overtime to another employee to be worked. Any employee who refuses any overtime opportunity relinquishes by that amount their claim to equal overtime.

Section 2. Notice of Overtime. The Agency will give employees as much notice as practicable that overtime will be required.

Section 3. Payment of Overtime. Cash payment for overtime shall be paid not later than the first (1st) of the second month following the calendar month in which the overtime was worked.

Section 4. Compensatory time off shall be scheduled, as much as possible, at the convenience of the employee, consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work unit, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflict shall be resolved on a rotating basis. This time off shall be utilized within one (1) year of being earned or shall be paid in cash, except as provided for in Article 32, Section 4.

Section 5. Subject to the operating requirements and budgetary constraints as determined by the Agency, employees shall have the option of cash payment or compensatory time off for overtime worked except as provided in Article 32, Section 4. The supervisor shall inform the employee what type of compensation is available before the overtime is worked pursuant to Article 32, Section 4. The type of compensation available will be consistent within each department.

ARTICLE 32.5S--OVERTIME (BOLI)

Section 1. Distribution of Overtime. Overtime work assignments shall be distributed as equally as is feasible among employees in the work unit who normally do the particular type of work needed. When such an assignment is a burden to the employee, the Agency agrees to attempt to assign it to another employee or cancel the assignment. When such burden exists, the employee shall not be required to work unless their absence would cause the Agency to be unable to meet its responsibilities. Distribution of overtime does not apply to Apprenticeship Representatives. Overtime distribution is determined by work assignment.

Section 2. Notice of Overtime. The Agency will give employees as much notice as practicable that overtime will be required.

Section 3. Payment for Overtime. Cash payment for overtime shall be paid not later than the first (1st) of the second month following the calendar month in which the overtime was worked.

Section 4. Overtime Rest Periods. If an employee is assigned one (1) or more hours of overtime work contiguous to their regular workshift or is called back within one (1) hour of their scheduled quitting time, the Agency will provide a fifteen (15) minute rest period after two (2) hours of overtime completed.

Section 5. Compensatory time shall be scheduled, as much as possible, at the convenience of the employee, consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflict shall be resolved on a rotating basis. This time off shall be utilized within one (1) year of being earned or shall be paid in cash except as provided in Article 32, Section 4.

Section 6. Election of Cash/Compensatory Time Off. All employees shall receive compensatory time off for authorized overtime worked unless the employee requests to receive cash at the time the overtime work is assigned, in which case the employee shall receive cash except as provided in Article 32, Section 4.

ARTICLE 32.5W--OVERTIME (Licensing Boards)

Section 1. Distribution of Overtime. Overtime shall be distributed as equally as feasible among qualified employees customarily performing the kind of work required, and currently assigned to the work unit in which the overtime is to be worked. When the assignment of overtime work causes an unusual burden upon the employee, the employee shall not be required to work overtime unless the absence would cause the Agency to be unable to meet its responsibilities.

Section 2. Notice of Overtime. The Agency shall give as much notice as possible of overtime to be worked.

Section 3. Payment of Overtime. Payment of overtime shall be included in the payroll paid on the first (1st) of the month following the pay period in which overtime is worked if the overtime is reported prior to the payroll cut-off date. All eligible employees required to work overtime shall be compensated for authorized overtime, either in the form of cash or compensatory time off to be determined by the employee, except as provided in Article 32, Section 4. The eligible employee shall indicate their choice when notified of having to work the overtime or shall lose the choice option. In the event budgetary or staffing limitations exist, in fact, and the Agency so notifies the employee in writing of the fact, with a copy to the Union, the Agency may designate the form of overtime compensation. Compensatory time accrued by employee choice may accumulate to a maximum of eighty (80) hours. Compensatory time may be paid off quarterly at the option of the Employer, except as provided in Article 32, Section 4.

Section 4. Overtime Break. When an employee is required to work overtime two (2) or more hours beyond the end of the shift, they, at the employee's discretion, may take a fifteen (15) minute paid break before beginning the overtime shift.

Section 5. Subject to the operating requirements of the Agency, the employee may take accrued compensatory time off for overtime earned following approval by their supervisor. If the Agency is unable to schedule time off, the Agency shall pay cash for the balance of the unused compensatory time except as provided in Article 32, Section 4. If two (2) or more employees request the same time off, and the matter cannot be resolved by agreement of the employees concerned, the employee having the greatest length of continuous service with the Agency shall be granted time off. This option shall only be used once in every twelve (12) months by an individual employee.

ARTICLE 34--STANDBY DUTY/ON-CALL DUTY

Section 1. Standby Duty.

(a) An employee shall be on standby duty when required to be available for work outside their normal working hours, and subject to restrictions consistent with the FLSA which would prevent the employee from using the time while on standby duty effectively for the employee's own purposes.

(b) Compensation for standby duty shall be at FLSA-eligible employee's straight time rate of pay or for FLSA-exempt employees hour for hour compensatory time off. Overtime hours shall be at the appropriate overtime pay rate pursuant to Article 32.

Section 2. On-Call Duty.

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

(b) An employee shall be assigned on-call duty when specifically required to be available for work outside their working hours and not subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

(c) No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.

(d) On-call duty time shall not be counted as time worked in the computation of overtime hours worked but on-call pay shall be included in the calculation of the overtime rate of pay.

Section 3. On-Call Duty Call-Out Compensation.

(a) An employee shall not be on standby duty or on-call duty once they actually commence performing assigned duties.

(b) An employee who is required to report to a work site to commence performing assigned duties from on-call status shall be paid a minimum of the equivalent of two (2) hours pay at the appropriate rate of pay computed from when the employee actually begins work.

(c) The employee will not receive additional compensation if the employee receives additional call-outs during the same two (2) hour period, including the resumption of on-call duty.

(d) This provision does not apply to telephone calls, emails and text messages or where the employee is not otherwise required to report to a work site. Telecommuting/teleworking are not considered a work site for purposes of this Article.

REV: 2019

ARTICLE 36--TRAVEL POLICY

Section 1. Travel allowances and reimbursements, including meal, lodging and transportation expenses, shall be as provided in the Department of Administrative Services, Oregon Accounting Manual Travel Policy (OAM #40.10.00.PO). However, Section .105 of the policy shall read as follows: Personal telephone calls to immediate family members or significant others to confirm the traveler's well-being while on travel status are allowed. Employees shall be reimbursed for one (1) phone call home on the first day of travel and every other day for a five (5) to ten (10) minute call. When authorized by the Agency, employees will be provided access to State phone cards or State phone card numbers. When State phone cards are not available or the employee does not charge the call to their hotel room, employees shall provide receipts. Personal telephone bills reflecting the eligible calls made during travel status can serve as a receipt.

The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

Section 2. Travel Advances. Section .103(c) of the Travel Advance Policy (OAM #40.20.00.PO) is clarified to mean that an Agency will grant a travel advance to employees who: 1) specifically request a travel advance pursuant to Employer and Agency procedures and requirements; 2) travel infrequently where the employee's regularly assigned duties do not include traveling; and 3) who are unable or not required by the Agency to obtain a State credit card for travel purposes.

Section 3. State Vehicle Use. For purposes of authorized travel, an employee is allowed personal use of the assigned state vehicle consistent with OAR 125-155-0520.

(See also Special Agencies Coalition Letter of Agreement 36.5D-19-337 in Appendix A).

ARTICLE 36T--TRAVEL POLICY (Temporary Employees)

Travel allowances and reimbursements, including meal, lodging, and transportation expenses, shall be as provided in the Department of Administrative Services Travel, Oregon Accounting Manual Policy (OAM #40.10.00.PO) as provided in the SEIU Local 503, OPEU Master Agreement for other represented employees. The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

ARTICLE 37--MILEAGE REIMBURSEMENT

Use of private vehicles in the pursuit of official business and reimbursement for such use shall be as provided in the Department of Administrative Services, Oregon Accounting Manual Policy (OAM #40.10.00.PO). The Employer shall give the Union at least thirty (30) days advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

ARTICLE 38--MOVING EXPENSES

Reimbursement for moving shall be as provided in the Department of Administrative Services, Chief Human Resource Office Policy, Employee Relocation Allowance (#50.20.00). The Employer shall give the Union at least thirty (30) days

advance notice of any proposed changes to this policy. Such changes which involve a mandatory subject of bargaining shall be subject to negotiation if requested by the Union.

ARTICLE 40--PENALTY PAY (All Coalitions Except ODOT)

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 their normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except that the Agency shall not be obligated to work the employee more than twelve (12) consecutive hours and the employee may choose not to work more than twelve (12) consecutive hours, excluding meal periods, of combined call back time and regular shift time.

(b) An employee who is called back to work outside their scheduled workshift shall be paid a minimum of the equivalent of two (2) hours pay at the overtime rate of pay computed from when the employee actually begins work. After two (2) hours work, in each call back situation, the employee shall be compensated at the appropriate rate of pay for time worked.

(c) This provision does not apply to telephone calls at home or overtime work which is essentially a continuation of the scheduled workshift.

Section 2. Reporting Compensation.

(a) Reporting time is the time designated or recognized as the start of the daily workshift or weekly work schedule.

(b) An employee's reporting time may be changed two (2) hours earlier or two (2) hours later, or less, without penalty, if the employee is notified a minimum of twelve (12) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without proper notice, the employee shall be entitled to a penalty payment of fourteen dollars ($14.00).

(c) An employee's reporting time may be changed more than two (2) hours, earlier or later, without penalty, if the employee is notified a minimum of five (5) workdays in advance. If the employee's reporting time is changed without the required notice, the employee shall be entitled to a penalty payment of twenty-one dollars ($21.00). The penalty payment shall continue until the notice requirement is met or the employee is returned to their reporting time(s), whichever occurs first.

Section 3. Show-Up Compensation. An employee who is scheduled for work and reports for work, except for situations addressed in Article 123--Inclement or Hazardous Conditions, 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.

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

Section 4. Modification of Work Schedule. When a change of work schedule is requested by an employee and approved by the Agency, all forms of penalty pay and daily overtime compensation shall be waived by the employee for the requested change in schedule, but not for work over forty (40) hours per week.

ARTICLE 43--CAREER DEVELOPMENT

As part of an employee's annual performance evaluation (see Article 85), the employee shall receive information about career paths and promotional opportunities within State Agencies.

Additionally, bargaining unit employees may contact their Human Resource Office to identify promotional paths within their Agency.

ARTICLE 44--AFFIRMATIVE ACTION

The State agrees to have a designee from each Agency meet, upon specific request, with the SEIU Local 503, OPEU Affirmative Action, Equal Opportunity Committee to present and discuss their affirmative action plan including, but not limited to, efforts to recruit, retain, and promote minorities, women, and people with disabilities.

ARTICLE 45--FILLING OF VACANCIES

Section 1. Vacancies will be filled based on merit principles with a commitment to upward mobility through the use of lists of eligible candidates, except for direct appointments, transfers, demotions, or reemployments. Lists shall be established through the use of tests which determine the qualifications, fitness, and ability of the person to perform the required duties. The Department and the Agency retain all rights, except as modified in Articles 45.1--45.5, to determine the method(s) of selection and to determine the individuals to fill vacancies.

Section 2. Except for the Injured Worker list, Agency layoff list, Articles 45.1-45.5, and Secondary Recall List (Article 70, Section 11), the Employer retains all rights to fill a vacancy using any of the following methods or lists as appropriate. The Injured Worker list shall take precedence over all other lists, reemployment, and direct appointment.

(a)

(1) Injured Worker List. This list shall be used as first priority and shall consist of employees with compensable work-related injuries or illnesses that occurred while employed.

(2) Agency Layoff Lists. Names of regular status employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on lists established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area. The

order of certification on this list shall be determined by seniority computation procedures as defined in Article 70--Layoff.

The term of eligibility of candidates placed on the lists shall be two (2) years from the date of placement on the lists.

(3) Secondary Recall Lists. See Article 70, Section 11.

(b) Applicant Lists. Applicant lists shall consist of:

a. state employees from within an agency,
b. other state employees,
c. external applicants, or
d. a combination of the above applicant groups.

(c) Reemployment. An employee who separated from a position in good standing may be reemployed within two (2) years to a position in the same or lower classification upon approval of the Appointing Authority. The employee must meet the minimum and special qualifications of the position and must make written application for reemployment.

(d) Transfer. An employee may transfer or be transferred from one (1) position to another in the same classification or salary range. To voluntarily transfer the employee must make written application for transfer to the Appointing Authority or Employer as appropriate and must meet the minimum and special qualifications of the position.

(e) Demotion. An employee may demote or be demoted from a position in one (1) classification to a position in a lower classification or salary range. To voluntarily demote, the employee must make written application to the Appointing Authority or Employer as appropriate, and must meet the minimum and special qualifications of the position.

(f) Direct Appointment. The Employer may use noncompetitive selection and appointment for unskilled or semi-skilled positions, or where job-related ranking measures are not practical or appropriate, or if there is no appropriate list available and establishing a list could cause an undue delay in filling the position, or affirmative action appointments.

Section 3. The Employer agrees to post internal/external recruitments for a minimum of ten (10) calendar days. The timeline shall begin the first business day following the posting. The notice shall include summary of job duties and pay of the position, the qualifications required, the application deadline of the recruitment (if applicable), and other pertinent information. The Employer further agrees to notify employees if their application has been accepted.

Section 4. Job Interview Leave.

(a) Employees, subject to providing reasonable notice and receiving prior supervisory approval, shall be allowed Interview Leave time, including travel, to interview for positions within their Agency, when such interview(s) occurs during their work hours.

(b) Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to four (4) hours of Agency paid time for Interview Leave time, including travel, for positions with another state Agency, when such interview(s) occurs during their work hours.

(c) Interview Leave time approved and taken to interview with another state Agency that exceeds the four (4) hours of Agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flex time within the same workweek. Use of accrued leave for this purpose shall not result in overtime.

(d) Denial of Interview Leave time shall be subject to the grievance procedure up to Step 2.

(e) All Interview Leave time, including travel, approved under Subsection (a) and (b) must be recorded as IT on the employee's timesheet/time reporting record.

(f) Interview Leave used shall not count as time worked for purposes of overtime.

(g) An Agency shall not incur any employee reimbursement costs.

Section 6. See Articles 45.1-45.5.

(See Letters of Agreement 45.00-09-175 & 45.00-19-363 in Appendix A.)

REV: 2013, 2019

ARTICLE 45.5--FILLING OF VACANCIES (Special Agencies Coalition)

Section 1. Posting of Vacancies (Promotions, Voluntary Demotions, and Lateral Transfers).

(a) Whenever the Agency intends to fill a vacant bargaining unit position, the Agency will first use the appropriate Injured Worker List; Layoff and Secondary Recall Lists in accordance to Article 45.

(b) For Internal and/or External job announcements, the Agency shall follow Article 45, Section 3.

(c) For Promotional or Transfer Opportunities including voluntary demotions, employees shall apply through the open job announcement(s) using the State's Application System. Employees seeking to fill one of these vacancies, who meet the minimum and any special qualifications for the position, shall participate in the interview process and be given full consideration.

(d) The Agency may send out or post job opportunities within the Agency, either by email, agency intranet website, and/or on bulletin boards, unless specified in Agency-specific language of Article(s) 45.5A-Y.

(e) The Agency may give consideration to employees applying for lateral transfer or demotion due to extreme economic hardship or serious medical need. The employee must meet the minimum and special qualifications for the classification and be able to perform the requirements of the job. Such requests shall not be arbitrarily denied.

Section 2. Feedback. Any internal applicant considered, but not selected, for a vacant position and/or any employee not selected for transfer, may request and be given the opportunity to discuss their non-selection and opportunities for improvement with the hiring supervisor or may request and receive in writing an explanation of the basis for non-selection within a reasonable period of time.

REV: 2015, 2019

ARTICLE 45.5A,Y--FILLING OF VACANCIES (Education including OSD, HECC)

Section 1. Vacancies.

(a) Notice of all bargaining unit vacancies which the Agency intends to fill, other than by Injured Worker list, Agency Layoff list (Article 70, Section 9 & 10), or Secondary Recall list (Article 70, Section 11), shall be posted on appropriate bulletin boards and emailed to all employees, along with a description of the job duties, minimum and any special qualifications for the position.

(b) Any employee who wishes to transfer shall apply through the open job announcements for consideration.

(c) The five (5) most senior internal candidates who meet the minimum and any special qualifications of the position will be interviewed and seniority will be given substantial consideration. If two (2) or more employees for the final selection are judged equal in qualifications, the employee with the greatest length of service in the Agency will be selected. If there are not five (5) employee applicants who are sufficiently qualified for the particular position, the Agency will utilize the lists of other state employees or external applicants.

Section 2. Filling of Vacancies. Definitions: For purposes of this Article:

(a) "Length of Service" means total length of time within the Agency. For the purpose of this definition any service prior to a break-in-service with the Agency of more than ninety (90) days shall not be computed in determining length of service. (This will not preclude a reinstatement of a former Agency employee who has been separated from state service for ninety (90) days or less.)

(b) "Vacancy" means any unfilled position which the Agency intends to fill and to which has been assigned specific duties and responsibilities and which has been allocated to the Agency.

Section 3. Posting of Vacancies (OSD). The Department of Education agrees to post all vacancies which the Agency intends to fill at the Oregon School for the Deaf for a minimum of ten (10) calendar days during the period June 15 to August 15.

REV: 2015, 2019

ARTICLE 45.5C--FILLING OF VACANCIES (Library)

Section 1. Vacancies.

(a) All vacant positions to be filled shall be announced through the open job announcements.

(b) Jobs shall be announced as in Section 1(a) above for all classifications used by the Agency including newly created positions.

(c) If a vacancy is to be filled, the Agency shall give first consideration to employees within the Agency who meet the minimum and any special qualifications for the position. Employees shall apply through the open job announcements.

Section 2. Transfers.

(a) Any employee desiring a lateral transfer shall apply through the open job announcements. Employees who meet the minimum and any special qualifications for the position shall be granted an interview.

(b) The Agency specifically recognizes the desirability of promoting career advancement and enrichment for employees. To this end the Agency shall give first consideration to requests for lateral transfer from one (1) classification to another in the same or a lower salary range, and from one (1) type of job assignment within a classification to another where such a request reflects a desire on the part of an employee to open themselves to career advancement or enrichment opportunities.

(c) When an employee is granted a lateral transfer to another job, they shall be transferred to the new job as soon as possible.

Section 3. Promotions.

(a) Any employee desiring a promotion shall apply through the open job announcements.

(b) Employees who meet the minimum and any special qualifications for the position shall be granted an interview.

(c) Employees will be considered for promotion on the basis of qualifications and the requirements of the position.

REV: 2015, 2019

ARTICLE 45.5D--FILLING OF VACANCIES (Treasury)

Promotions, Advancement Opportunities, and Vacancies.

(a) In the assignment of personnel to all positions, seniority with the Agency shall be considered, regardless of job classification providing that the employee meets the minimum and any special qualifications and requirements for the position.

(b) Promotional opportunities, new positions, and vacancies shall be fully publicized within the Agency, giving sufficient time for interested employees to apply through the open job announcements.

REV: 2015, 2019

ARTICLE 45.5E--FILLING OF VACANCIES (Department of Administrative Services)

Filling of Vacancies Within the Agency.

(a) For all promotional opportunities, new positions, and vacancies which the Agency chooses to fill through the competitive process, employees shall apply through the open job announcements and shall participate in the interview process. Employees will be considered based on each candidate's qualifications, the requirements of the position, and the operating needs of the Agency. If two (2) or more candidates for the final selection are, in the judgment of the Agency, equally well qualified for the position and equally meet the operating needs of the Agency, the candidate with the

greatest length of service in the Agency will be selected in the case of promotion, and the employee with the greatest length of service in the classification will be selected in the case of transfer.

(b) All promotional opportunities, new positions, and vacancies shall be publicized within the Agency, which will include posting on the State's job web page and on the Department of Administrative Services intranet web page. A notice will also be placed on the bulletin boards in the following locations:

- DAS Executive (2nd Floor)
- DAS East/Ferry (O&M Main Office)
- DAS East/Ferry (Main Building)
- DAS East/Ferry (Custodial Office)
- DAS East/Ferry (Landscape, Garden Pride)
- Facilities (PSOB)
- SDC (Employee Lounge)
- P&D (Print Plant)
- P&D (Delivery & Mail)
- P&D (Off-Site Mail Rooms)
- Surplus
- Enterprise Security Office Building

(c) When an employee is to be transferred involuntarily, management shall inform the employee in writing of the transfer ten (10) business days in advance. On an emergency basis, assignment may be made to the new position during the notice period.

(d) When an employee is to be temporarily assigned for a period of not less than fifteen (15) consecutive calendar days to a position in a higher classification, the assignment shall be made based on the level of skills required and the operating needs of the Agency. If two (2) or more candidates are, in the judgment of the Agency, equally well qualified for the assignment and equally meet the operating needs of the Agency, the candidate with the most seniority will be given the assignment. Whenever an employee other than the senior employee is assigned, the senior employee may request in writing and shall receive a written explanation of why they were not given the assignment. The provisions of this Section do not apply to supervisory, confidential, and exempt positions.

REV: 2015, 2019

ARTICLE 45.5F--FILLING OF VACANCIES (Commission for the Blind)

Section 1. Lateral Transfers.

(a) When the Agency chooses to fill a vacancy by lateral transfer, employees shall apply through the open job announcements.

(b) Any employee who is transferred involuntarily shall receive ten (10) business days written notice.

(c) Any employee who is transferred involuntarily shall have the right to file a grievance at Step 2 in the grievance procedure.

Section 2. Promotions.

(a) When the Agency chooses to fill a vacancy by promotion, employees shall apply through the open job announcements.

(b) The best qualified employee shall be selected for a promotion.

(c) The Agency shall make available in all offices all promotional opportunities and shall post as soon as possible.

REV: 2015, 2019

ARTICLE 45.5G--FILLING OF VACANCIES (PERS)

Section 1. When a vacancy is to be filled, the Agency shall first consider qualified employees within the Agency. Employees shall apply through the open job announcements.

Section 2. Transfers. Employees who are interested in a lateral transfer shall apply through the open job announcements. Employees who meet the minimum and any special qualifications for the position shall be interviewed and considered.

Section 3. Promotions. All positions which are to be filled promotionally shall be posted to the Agency's intranet. Employees who are interested in a promotion shall apply through the open job announcements. Employees who meet the minimum and any special qualifications for the position shall be interviewed and considered.

Section 4. When internal candidates for the final selection are considered by the Agency to be equally qualified following the selection process (including, but not limited to, interviewing and reference checking), the candidate who has the greatest length of service with the Agency will be offered the position.

REV: 2015, 2019

ARTICLE 45.5H--FILLING OF VACANCIES (Department of Justice)

Section 1. When vacant positions are to be filled, they shall be made available to all bargaining unit employees by posting an announcement electronically on the Agency intranet.

Section 2. If the vacancy is not required to be filled by demotion in lieu of layoff or employment of an employee from the layoff list for the classification, the Agency may fill the position by transfer, demotion, or promotion from within the Agency, by transfer or promotion of an employee from elsewhere in state service, by reemployment of a former qualified state employee, or by employment of an applicant not already in state service.

Section 3. Bargaining unit employees in the same classification as a posted vacancy desiring lateral transfer shall apply through the open job announcements and shall be given full consideration and granted an interview. These interviews will be held concurrently with all other interviews.

In order to be considered for a promotional opportunity, employees shall apply through the open job announcements, meet minimum requirements and any special qualifications, and respond to any supplemental questions, if applicable. Employees who apply and qualify for promotional opportunities will be considered and granted an interview at the same time as similarly qualified candidates.

Section 4. The Agency, in light of the desirability of encouraging professional development and maintaining full opportunity for upward mobility, shall give full consideration to promotion from within the Agency.

REV: 2015, 2019

ARTICLE 45.5I--FILLING OF VACANCIES (OHCS)

Section 1. The Agency advocates to promote or transfer employees and will continue to inform employees of promotional or transfer opportunities by announcing such opportunities as they occur by email. Employees shall apply through the open job announcements.

Section 2. All Agency employees who apply and meet the minimum and any special qualifications for the position shall be interviewed and considered prior to utilizing the lists of other state employees or external applicants.

Section 3. If an employee is not selected for a position within the Agency that they interviewed for, the employee shall be notified within five (5) calendar days of the date on which the selection was made.

Section 4. In making promotion and transfer decisions, the Agency will give consideration to employees' length of service with the Agency.

REV: 2015, 2019

ARTICLE 45.5N--FILLING OF VACANCIES (Revenue)

Promotions and Transfers.

Section 1. The Agency advocates promotions of employees and will continue to inform employees of promotional opportunities by announcing such opportunities as they occur. Employees shall apply through the open job announcements.

When vacancies are to be filled by the Agency through the opening of a new job announcement, they will be posted for ten (10) business days and a list of openings will be sent out electronically to all employees, and by posting them on a bulletin board outside the Human Resource Office.

Section 2. If two (2) or more employees for the final selection are equal in every other respect in the judgment of the Agency, the promotion shall be given to the employee who has the greatest length of service with the Agency.

Upon request, supervisors will provide appropriate career guidance or will refer employees to appropriate career guidance sources in order to better prepare the employee for promotional opportunities.

Section 3. The Agency will maintain a list of employee requests for intra-Agency lateral transfer from employees requesting transfers because of extreme economic hardship or serious medical need. These requests shall be given first consideration, provided the employee meets the minimum and any special qualifications essential to the particular assignment. For purposes of this Section, a qualified employee means one who has not been subject to discipline or denial of a performance pay increase, reduction in pay, demotion, or suspension within the previous twelve (12) months.

Section 4. Regular employees desiring to transfer to another position in the same classification shall apply through the open job announcements.

Section 5. When a position is to be filled by lateral transfer and two (2) or more employees are being considered for the final selection and are equal in every respect in the judgment of the Agency, the employee who has the greatest length of service with the Agency shall be selected.

REV: 2013, 2015, 2019

ARTICLE 45.5Q,V--FILLING OF VACANCIES (DCBS, WCB)

Section 1. Whenever the Agency intends to fill a vacant bargaining unit position, the Agency will use lists in the following order: injured worker, layoff, and secondary recall.

Vacant bargaining unit positions that are not filled through the previous lists will be filled as follows:

(a) Employees who are interested in a lateral transfer shall apply through the open job announcements and will be given first opportunity to interview for the vacancy. The Agency is not required to make final selection at this point in the process. Lateral transfer candidates will continue to be considered.

(b) If no hiring decision is made following interviews of lateral transfer candidates, the Agency may open the job announcement for Internal and/or External applicants. Reemployment candidates may be considered along with Internal and/or External candidates.

Section 2. If two (2) or more candidates for final selection are equally qualified for the position, the candidate with the greatest length of service with the Agency will be selected.

REV: 2015, 2019

ARTICLE 45.5T--FILLING OF VACANCIES (Veterans' Affairs)

Section 1. Promotions.

(a) When the Agency chooses to fill a vacancy by promotion, employees shall apply through the open job announcements. Employees who meet the minimum and any special qualifications for the position, shall be interviewed and considered.

(b) If two (2) or more candidates for final selection are equally qualified for the position in the judgment of the Agency, the candidate with the greatest length of service in the Agency will be selected for promotion.

Section 2. Transfers.

Employees who are interested in a lateral transfer shall apply through the open job announcements. Employees who meet the minimum and any special qualifications for the position shall be interviewed and considered.

REV: 2015, 2019

ARTICLE 45.5W--FILLING OF VACANCIES (Licensing Boards)

Section 1. All vacant permanent positions shall be announced through the open job announcements.

Section 2. When a vacancy is to be filled by promotion, lateral transfer or voluntary demotion, employees shall apply through the open job announcements. Employees who meet the minimum and any special qualifications for the position shall be interviewed and considered.

REV: 2015, 2019

ARTICLE 48--VETERANS' PREFERENCE

ORS 408.225 to 408.290 shall be applied as appropriate to all Articles covered by this Agreement.

ARTICLE 49--TRIAL SERVICE

Section 1. Each employee appointed to a permanent position in the bargaining unit shall serve a trial service period upon:

- initial appointment to state service;
- promotion;
- underfill to a higher level classification;
- lateral transfer inside their Agency to a different classification;
- lateral transfer between agencies;
- or rehire within two (2) years of separation (including reemployment).

Section 2. The trial service period is recognized as an extension of the selection process and is the time immediately following appointment and shall not exceed six (6) full months. For part-time and seasonal employees, trial service shall be 1,040 hours.

Trial service will be nine (9) months for employees hired in the classification of Child Support Case Manager (Entry) in DOJ; Client Care Surveyor and Disability Analyst (Entry). Trial service will be twelve (12) months for new employees hired as Industrial Hygienist 1 and 2, Occupational Safety Specialist 1 and 2 in DCBS, and Adult Protective Service Specialist in Department of Human Services.

Section 3. The supervisor shall evaluate the employee's work habits and ability to perform their duties satisfactorily and provide the employee feedback within the trial service period. Trial service may be extended in instances where a trial service employee has been on a cumulative leave without pay for fifteen (15) days or more and then only by the number of days the employee was on such leave, or when the Appointing Authority has established a professional or technical training program for positions requiring graduation from a four (4) year college or university or the satisfactory equivalent thereof in training and experience, including but not limited to the training of accountants and auditors, and which is for the purpose of developing the skills or knowledge necessary for competent job performance in the specialized work of such Authority, the employee may be required to train under such program for a period not exceeding six (6) months and the trial service period for such employee shall be the length of the approved training program plus six (6) full months. An employee's trial service may also be extended for the purpose of developing the skills and/or knowledge necessary for competent job performance. Written notice of the extension will be provided to the employee and a copy of the extension shall be forwarded to SEIU Headquarters and the Labor Relations Unit.

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 their habits and dependability do not merit continuance in the service.

Section 6. An employee who is removed from trial service following a lateral transfer or a promotion shall have the right of return to the Agency and the classification or comparable salary level, which the employee previously held, unless charges are filed and they are discharged as provided in Article 20--Discipline and Discharge.

Section 7. If any employee is removed from their position during or at the end of their trial service period and the Appointing Authority determines that they are suitable for appointment to another position, their name may be restored to the list from which it was certified if still in existence.

Section 8. Removals and failure to give feedback during the trial service period are not subject to the Grievance and Arbitration procedure.

REV: 2013, 2015, 2019

ARTICLE 50--TRANSFER DURING TRIAL SERVICE

Section 1. An employee who is transferred to another position in the same classification or a different classification at the same or lower salary level in the same Agency shall complete the trial service period by adding the service time in the former position.

Section 2. An employee who is transferred to another position in the same classification or a different classification at the same or lower salary level in another Agency prior to the completion of the trial service must complete a full trial service period in the new position.

ARTICLE 51--LIMITED DURATION APPOINTMENT

Section 1. Appointments for Special Studies or Projects. Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award, or legislative funding for a specific project.

(a) Limited duration appointments may be filled by hiring new employees to state service or hiring current employees.

(b) Such appointments shall be for a stated period not exceeding two (2) years, unless the Parties mutually agree to extend the limited duration appointment beyond two (2) years, and shall expire upon the earlier termination of the special study or projects.

Section 2. Appointments for Workload Purposes. Persons may be hired as limited duration appointments, for workload purposes, when needed to fill short-term or transitional assignments, including, but not limited to, legislative directive, reorganizations, unanticipated workload needs or when position reduction is anticipated.

(a) Limited duration appointments may be filled by hiring new employees to state service or hiring current employees.

(b) Such appointments shall not exceed two (2) years in duration, unless the Parties mutually agree to extend the limited duration appointment beyond two (2) years.

(c) These appointments will not be used in a manner that subverts or circumvents the filling of budgeted positions pursuant to Article 45 and Article 45.1-45.5. The Employer will not end a limited duration appointment to circumvent Section 4(b) below.

(d) The Agency, in collaboration with DAS, will monitor the utilization of limited duration appointments for workload reasons during the contract term and a summary report will be provided to DAS, Budget and Management and the Union every six (6) months.

Section 3. Conditions of Limited Duration Appointments. A person accepting such appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

(a) That the appointment is of limited duration.

(b) That the appointment may cease at any time within the first twenty-four (24) months.

(c) That if an appointment extends beyond twenty-four (24) months, the appointment may cease at any time only when special studies, projects, or the need for additional workload ends.

(d) That persons who accept a limited duration appointment who were not formerly classified state employees shall have no layoff rights except as provided in Section 4(b).

(e) That if a limited duration employee is hired directly into a permanent position in the same classification within the same Agency, time served in the limited duration appointment shall count towards the required trial service period in the permanent position. If the limited duration appointment was equal to or longer than the required trial service period, they shall not be required to serve a trial service period and shall be considered a regular status employee.

(f) That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

Section 4. Layoff and Recall Rights.

(a) A newly-hired person to state employment for a special study or project limited duration appointment shall not be entitled to layoff rights unless the special study or project limited duration appointment exceeds two (2) years. In the latter instance, they shall be placed on the Agency recall list in the affected geographic area when the limited duration appointment ends.

(b) A newly-hired person to state employment for a workload limited duration appointment shall be entitled to layoff rights after seventeen (17) months of continuous employment.

(c) Persons hired into a limited duration appointment, who were classified state employees immediately prior to the limited duration appointment, are entitled to layoff rights within the Agency where the limited duration appointment occurred. The Agency will initiate the layoff procedure pursuant to Article 70, Section 2 as follows:

  (1) If the employee was hired into a special study or project limited duration appointment, the Agency will initiate the layoff procedure in the classification the employee held prior to the limited duration appointment, regardless of the length of the limited duration appointment.

  (2) If the employee was hired into a workload limited duration appointment, the Agency will initiate the layoff procedure in the classification that has the higher salary range between:

    (A) The classification the employee held prior to the limited duration appointment, regardless of the length of the limited duration appointment, or;

    (B) The classification of the workload limited duration appointment, provided the employee has worked seventeen (17) continuous months.

Section 5. Reports. The Employer agrees to provide a monthly report to the Union listing all limited duration appointments, and the reason for those appointments, per Article 10, Section 15(g), from the personnel data files.
(See Letter of Agreement 51.00-019-334 in Appendix A.)

REV: 2015, 2019

ARTICLE 52--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. An employee may also request that their position be considered for job share. 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 appropriate, the Appointing Authority agrees to provide written notification to all job share applicants of available job share positions in their office in the Agency. Where job sharing is determined inappropriate, the Appointing Authority agrees to provide written notification of the reason(s) to the employee.

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 determines 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 the above conditions are not available or acceptable, the employee agrees to resign.

ARTICLE 53--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.

(See Letter of Agreement 00.00-99-51 in Appendix A.)

ARTICLE 55--PERSONAL LEAVE DAYS

Section 1. All employees after completion of six (6) months of 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, seasonal, and job share employees shall be granted such leave in a prorated amount of twenty-four (24) hours based on the same percentage or fraction of month they are hired to work, or as subsequently formally modified, provided it is anticipated that they will work 1,040 hours during the fiscal year.

Section 2. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner.

Section 3. Such leave may be used by an employee for any purpose they desire and may be taken at times mutually agreeable to the Agency and the employee.

ARTICLE 56--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.

(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 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 due to any of the following reasons:

- illness;
- bodily injury;
- disability resulting from pregnancy;
- necessity for medical or dental care;
- if the employee is a victim of domestic violence, harassment, sexual assault, or stalking; or the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking, pursuant to ORS 659A.270 through 659A.290;
- attendance at an employee assistance program;

- exposure to contagious disease;
- for the emergency repair of personal assistive devices which are medically necessary for the employee to perform assigned duties;
- attendance upon members of the employee's or the employee's spouse's immediate family, or the equivalent of each for domestic partners, (parent, wife, husband, children, brother, sister, grandmother, grandfather, grandchild, or another member of the immediate household) where the employee's presence is required because of illness or death.
- parental leave

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 Agency to support the employee's claim for sick leave if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. (See Section 9 for FMLA & OFLA.)

Section 3. Sick Leave Exhausted.

(a) After earned sick leave has been exhausted, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position.

(b) After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness of a 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 Agency.

(c) The Agency or the administrator 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 shall be borne by the employing Agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

(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.

(e) An employee with a serious medical condition who has exhausted available leave balances may submit a written request to receive a "medical separation." A medical separation is defined as a voluntary resignation for medical reasons. The Employer shall grant a written request for a medical separation, unless the employee is under investigation for performance and/or misconduct unrelated to their exhaustion of leave. Employees who receive a medical separation will be notified of the reemployment provision in Article 45, Section 2(c).

Section 4. Restoration of Sick Leave Credit. Employees who have been separated from state service and return to a position (except as temporary employees) within two (2) years shall have unused sick leave credits accrued during previous employment restored.

Section 5. Transfer of Accruals. An employee shall have all of their accrued sick leave credits transferred when the employee is transferred to a different state Agency.

Section 6. Workers' Compensation Payment. Sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall, if elected to be used by the employee, be used to equal the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave. Should an employee who has exhausted earned sick leave elect to use accrued 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.

No employee shall be required to utilize leave while receiving time loss benefits.

Section 7. Assumption of Sick Leave. Whenever an Agency of the State assumes control over the functions of a local government Agency within the State of Oregon, such state Agency may assume the unused sick leave that was accrued by an employee of the local government Agency during employment therewith, provided the employee accepts an appointment, without a break-in-service, to that Agency. Should the monthly sick leave accrual rate of the local government Agency be greater than that of the state Agency, the maximum amount of sick leave assumable by the state Agency shall be computed on the basis of the following formula:

$$\frac{\textit{Monthly Accrual Rate of State Agency}}{\textit{Monthly Accrual Rate of Local Agency}} \times \textit{Sick Leave Balance of Local Agency} = \textit{Maximum Sick Leave Assumable}$$

Should the monthly sick leave accrual rate of the local government Agency be less than that of the state Agency, the maximum amount of sick leave assumable by the state Agency shall be the amount of unused sick leave accrued during employment with the local government Agency.

Section 8. 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. Agencies will allow employees to make donations of accumulated compensatory time or vacation leave, not to exceed the hours necessary to cover for the qualifying absence as provided in paragraph (d), to a coworker in that Agency or different Agency. 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. Authorization for transfer of donated leave shall not be unreasonably denied. 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 employees.
(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 Article 56, Section 2.
(d) Applications for hardship leave shall be in writing and sent to the Agency's Personnel Section and accompanied by the treating physician/practitioner's written statement certifying that the illness or injury will continue for at least fifteen (15) days following donee's projected exhausting of the accumulated leave and the total leave is at least thirty (30) consecutive calendar days of absence in combination of paid and unpaid leave. Donated leave may be used intermittently for the same event after the employee has satisfied the eligibility requirements to receive donated leave.
(e) Donations shall be credited at the recipient's current regular hourly rate of pay.
(f) Accumulated leave includes but is not limited to sick, vacation, personal, and compensatory leave accruals.
(g) Employees otherwise eligible for or receiving workers' compensation will not be considered eligible to receive donations under this agreement.

Section 9. Federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA). Oregon state government provides leave to employees according to the FMLA, OFLA and OMFLA. The provisions shall be as provided in the statewide Family and Medical Leave Policy (60.000.15). Employees on a continuous block of leave may retain up to sixty (60) hours of either vacation or compensatory time for use upon returning to work. Designation to retain the leave shall be made in writing within five (5) business days of the beginning of the qualifying leave. In no instance shall an Agency restore leave or recoup pay as the result of such designation. Once the designation has been made and approved and the employee is on leave without pay status, that status will continue for the duration of the leave. Such employees are not eligible to receive hardship leave donations.

Any grievance alleging a violation of FMLA or OFLA will be submitted in writing within thirty (30) days of the date the grievant or the Union knows, or by reasonable diligence should have known, of the alleged grievance, directly to the Agency Head or designee. The Agency Head shall respond within fifteen (15) calendar days after receipt of the grievance. All unresolved grievances may be submitted by the grievant or the Union to BOLI or the Department of Labor, whichever is appropriate.

REV: 2013, 2015, 2019

ARTICLE 56T--SICK LEAVE (Temporary Employees)

Section 1. Sick Leave with Pay.

(a) SEIU-represented temporary employees shall accrue sick leave at the rate of at least one (1) hour of paid sick time for every thirty (30) hours the employee works or one and one-third (1 1/3) hours for every forty (40) hours the employee works.
(b) A SEIU-represented temporary employee appointed to a SEIU-represented regular status position in any Agency without a break-in-service of more than fifteen (15) calendar days, shall accrue sick leave credits from the initial date of temporary appointment. SEIU-represented temporary employees who, upon attaining regular status, would receive accrued sick leave credits under this Section shall receive an amount of sick leave credits that represents the difference between what they have already accrued as a temporary employee and what they would receive upon being appointed to regular status.

Section 2. Utilization of Sick Leave with Pay.

Temporary employees who have earned sick leave credits in their temporary appointment shall be eligible for sick leave for any period of absence from employment due to any of the following reasons:

- illness;
- bodily injury;
- disability resulting from pregnancy;
- necessity for medical or dental care;
- if the employee is a victim of domestic violence, harassment, sexual assault, or stalking; or the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking, pursuant to ORS 659A.270 through 659A.290;
- attendance at an employee assistance program;
- exposure to contagious disease;

- for the emergency repair of personal assistive devices which are medically necessary for the employee to perform assigned duties;
- attendance upon members of the employee's or the employee's spouse's immediate family, or the equivalent of each for domestic partners, (parent, wife, husband, children, brother, sister, grandmother, grandfather, grandchild, or another member of the immediate household) where the employee's presence is required because of illness or death;
- parental leave.

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 Agency to support the employee's claim for sick leave if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. (See Section 4 for FMLA and OFLA.)

Section 3. Sick Leave Exhausted.

(a) After earned sick leave has been exhausted, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position.

(b) The Agency or the administrator 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 shall be borne by the employing Agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

Section 4. Federal Family Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA) and the Oregon Military Family Leave Act (OMFLA).

(a) Oregon state government provides leave to employees according to the FMLA, OFLA and OMFLA. The provisions shall be as provided in the statewide Family and Medical Leave Policy (60.000.15).

(b) Any grievance alleging a violation of FMLA or OFLA will be submitted in writing within thirty (30) days of the date the grievant or the Union knows, or by reasonable diligence should have known, of the alleged grievance, directly to the Agency Head or designee. The Agency Head shall respond within fifteen (15) calendar days after receipt of the grievance. All unresolved grievances may be submitted by the grievant or the Union to BOLI or the Department of Labor, whichever is appropriate.

NEW: 2019

ARTICLE 57--BEREAVEMENT LEAVE

Employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave per occurrence, prorated for part-time employees. Paid bereavement leave shall run concurrently with OFLA when applicable. The Agency shall notify the employee when OFLA is running concurrently with bereavement leave. If additional bereavement time is needed, an employee shall be allowed to use accrued leave, or leave without pay, at the option of the employee. The Agency may request documentation for use of bereavement leave.

Notwithstanding Article 56, Section 8 (a), (c), and (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 have exhausted all available accumulated leave and qualify to receive hardship leave.

For purposes of this Article, "immediate family" shall include:

- the employee's or the employee'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);
- siblings;
- grandparents;
- grandchild;
- aunt or uncle;
- niece or nephew;
- or the equivalent of each of the above for domestic partners, or another member of the immediate household.

NOTE: Immediate family shall include the current in-laws and step family members who qualify per the above list.

REV: 2013, 2015, 2019

ARTICLE 58--HOLIDAYS

Section 1. The following holidays shall be recognized and paid for at the regular straight time rate of pay:

(a) New Year's Day on January 1.

(b) Martin Luther King, Jr.'s Birthday on the third Monday of January.
(c) Presidents' Day on the third Monday in February.
(d) Memorial Day on the last Monday in May.
(e) Independence Day on July 4.
(f) Labor Day on the first Monday in September.
(g) Veterans' Day on November 11.
(h) Thanksgiving Day on the fourth Thursday in November.
(i) The Friday after Thanksgiving.
(j) Christmas Day on December 25.
(k) Every day appointed by the Governor as a holiday.

Section 2. Subject to the operational needs of the Agency, with at least thirty (30) days' notice to their supervisor, an employee shall be granted time off to observe religious or cultural holidays not recognized in Section 1 of this Article. If approved, the employee shall have the option of utilizing accrued leave other than sick leave, taking leave without pay, or temporarily modifying their work schedule in accordance with Article 90, Section 4.

Section 3. Special Day. In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time, seasonal, and job share employees shall receive a prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work. Paid leave granted in this Section, shall be accrued by all employees employed no later than December 24 of each year. Eligible employees may request the option of using this paid leave on any workday from the day before Thanksgiving through January 31, or, when these days are not available to an employee, on another day of the employee's choice; provided that, approved usage of this leave shall be taken in a single block of time and granted on a basis which shall preclude the closure of state facilities.

Section 4. Holiday Eligibility. All employees will receive up to eight (8) hours of holiday pay for recognized holidays in Section 1 above, pursuant to (a) and (b) below, provided the employee meets the pay status test as specified below. Holiday pay shall be based on an eight (8) hour day.

(a) If an employee is hired or separates on a holiday, the employee shall receive pay for the holiday.
(b) Full-time employees shall receive eight (8) hours of holiday pay, provided they are in pay status at least one-half (½) of the last workday before the holiday and one-half (½) of the first workday after the holiday.
(c) Part-time, hourly, seasonal part-time and seasonal full-time hourly employees will receive a prorated share of the eight (8) hours of holiday pay based on the number of hours actually worked as compared to the total number of possible work hours in the month or pay period. The holiday shall not count as part of the total possible work hours in the month or pay period or the total hours worked and shall be calculated as follows:

$$\frac{\textit{Total Hours Worked}}{\textit{Total Hours in Month or Pay Period}} \times \begin{matrix}\textit{Holiday Hours}\\ \textit{in the Month}\end{matrix}$$

To be eligible for this pay, such employees must be in pay status at least one-half (½) of the last scheduled workday before the holiday and at least one-half (½) of the first scheduled workday after the holiday, provided such scheduled workdays occur within seven (7) calendar days before and after the holiday.

NOTE: Nothing in this Article is intended to change the Employer's practice with respect to scheduling and closures permitted under this Agreement, nor the granting of paid leave during such times.

(d) Transfers To and From Another Agency:
  (1) When compensable, non-workdays such as a holiday, sick leave, or vacation leave which come between the separation date in the losing Agency unit and the subsequent hire date in the gaining Agency, the gaining Agency is liable for all of the compensable non-workdays.
  (2) The beginning date of employment in the gaining Agency must be the first compensable non-workday following separation from the losing Agency.

Section 5. Work on a Holiday. Employees required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular monthly salary, to compensatory time off, or to be paid in cash as provided in Articles 32.1-32.5 (Overtime). Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1 ½). The rate at which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1 ½) their straight time rate of pay.

Section 6. 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) When a holiday specified in Section 1 of this Article falls on a regularly scheduled day off, the employee shall have the choice of receiving an alternate eight (8) hours of compensatory straight time or straight-time pay. Part-time, seasonal, and job share employees will receive a prorated amount of compensatory time or straight-time pay based on the calculation in Section 3(b).
(c) However, the Parties recognize that some positions must be staffed on holidays, 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 7. Leave Accounts. An employee's leave account shall not be charged for a holiday which occurs during the use of earned vacation or earned sick leave.
Section 8. Work Out-of-Class. Employees assigned to work out-of-classification in accordance with Article 26 Section 10--Work Out-of-Classification shall receive holiday pay at the higher rate of pay, if the holiday falls during their work out-of-classification assignment.

REV: 2015,2019

ARTICLE 58T--HOLIDAYS (Temporary Employees)

Section 1. Any temporary employee who works a holiday as defined in Article 58, Section 1 shall be paid at the rate of time and one-half (1 ½) for all hours worked on the holiday.
Section 2. A full-time or part-time temporary employee who is not scheduled to work a holiday that falls on the employee's scheduled workday will receive up to eight (8) hours of holiday pay. Eligibility and the appropriate rate of pay shall be consistent with Article 58, Section 5. Nothing in this Section requires the Agency to schedule an employee for more hours than they would normally work in a week.
Section 3. Any temporary employee who works a partial shift on a holiday as defined in Article 58, Section 1 shall be paid at the rate of time and one-half (1½) for all hours worked on the holiday. In addition, the temporary employee will receive holiday pay for the remainder of their regularly scheduled shift to equal the amount they would have received under Section 2, up to eight (8) hours.
Section 4. Observance.

(a) When a holiday specified in Article 58, Section 1 falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Article 58, Section 1 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 temporary employees required to work and the holiday shall be observed on the actual day specified in Article 58, Section 1.

REV: 2015

ARTICLE 58.5A--HOLIDAYS (OSD only)

When Veterans' Day falls on Tuesday or Wednesday, the holiday will be observed on the preceding Monday. When Veterans' Day falls on Thursday, the holiday will be observed on the following Friday.

ARTICLE 59--ELECTION DAYS

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.

ARTICLE 60--LEAVES WITH PAY

Section 1. An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Agency reserves the right to petition for removal of the employee from jury duty if, in the Agency's judgment, the operating requirements of the Agency would be hampered.
Section 2. Whenever possible, subject to Agency operating requirements, employees selected by proper authority for jury duty will be placed on a day shift, Monday through Friday, during the period they are obligated to jury duty. The Agency shall not suffer any penalty payments for the change in the work schedule of the employee on jury duty.
Section 3.

(a) When any employee is not the plaintiff or defendant, they 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. When the employee is granted leave with pay, the employee shall turn into the Agency any money paid in connection with the appearance.
(b) When any employee represents an outside business interest and/or acts as an independent expert, they shall be granted accrued vacation, compensatory or personal business leave 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.

Section 4. An employee shall be on Agency time for attendance in court in connection with an employee's officially assigned duties, including the time required going to court and returning to their official station. When the employee is granted Agency time, the employee shall turn into the Agency any money received for such attendance during duty hours.
Section 5. In the event a night or swing shift employee is called to appear under Sections 1, 2, 3(a), or 4 above, they shall have release time the day of attendance. Time spent in attendance and in travel to and from their headquarters shall be deducted from the regular shift following the attendance with no loss of wages or benefits.
Section 6. The State will comply with State and Federal laws for an employee who has served with the State of Oregon or its counties, municipalities, or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States.

ARTICLE 60T--LEAVES WITH PAY (Temporary Employees)

Section 1. When required by the Agency, an employee shall be on Agency paid time for attendance in court in connection with an employee's officially assigned duties, including the time required going to court and returning to their official station. When the employee is granted Agency paid time, the employee shall turn in to the Agency any money received for such attendance during duty hours.

Section 2. In the event a night or swing shift employee is called to appear under Section 1 above, they shall have release time the day of attendance. Time spent in attendance and in travel to and from their headquarters shall be deducted from the regular shift following the attendance with no loss of wages.

ARTICLE 61--LEAVES OF ABSENCE WITHOUT PAY

Section 1. Approved leaves of absence of up to one (1) year shall not be considered a break-in-service. During this time, employees shall continue to accrue seniority and to receive all protections under this Agreement. Where appropriate, partial benefits will be provided as specifically indicated in this Agreement.

Section 2. A state 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.

Section 3. Subject to the operational requirements of the Agency, employees in the bargaining unit shall be granted a leave of absence without pay of not less than three (3) months and no more than one (1) year to work for the Union. Such requests shall be made by the SEIU Local 503, OPEU. Both minimums as well as extensions of leaves shall be subject to mutual agreement.

A shorter period of no less than forty (40) consecutive hours within a workweek may be requested and release shall be subject to the Agency's operational requirements, provided sufficient notice is received and there is no increased cost to the Agency, e.g., penalty payments, overtime.

All leave requests under this Section shall be made directly to the Agency's Human Resource Manager.

Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved. Where return to the employee's former position can be reasonably accommodated such return shall be made.

Section 4. Educational Leave. Upon written approval of the Agency and subject to operating requirements, an employee may be granted an educational leave of absence without pay for up to one (1) year when the educational program is related to the employee's current job.

Section 5. Peace Corps Leave Without Pay. Upon completion of their service in Peace Corps, a regular status employee shall have the right to return to a position in the same classification as their last held position and at the prevailing salary rate without loss of seniority or other employment rights. Failure of an employee to report within ninety (90) days after termination of services shall be deemed to have resigned and shall be considered a voluntary separation from State Service.

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

REV: 2013, 2019

ARTICLE 61.5--LEAVES OF ABSENCE WITHOUT PAY (Special Agencies Coalition)

Section 1.

(a) In instances where the work of an Agency shall not be seriously handicapped by the temporary absence of an employee, the employee may be granted a leave of absence without pay for up to one (1) year subject to Agency approval. Requests for such leave must be made in writing at least seven (7) calendar days in advance. The request must establish reasonable justification for approval. Acceptance of outside employment is not reasonable justification for approval. Such requests for leave will not be arbitrarily denied.

(b) The employee shall utilize or cash out all vacation and/or compensatory time, at the Agency's discretion, before taking a leave of absence without pay. Sick leave will be retained, but shall not be utilized while the employee is on a leave of absence without pay. Additional sick leave will not be accrued while the employee is on a leave of absence without pay. The previous accrued sick leave balance will be restored upon the employee's return.

Section 2. Time spent on leave without pay in excess of one (1) year shall not be considered as time worked for purposes of vacation and sick leave accrual, recognized service date, salary eligibility date, or other benefit.

Leave resulting from job-incurred disability shall be counted as time spent in a salary step in computing eligibility of the employee for further salary increases and layoff. Similarly, time spent on leave without pay resulting from military leave will be treated in a manner consistent with Federal and State Military Leave Laws.

Section 3. Any authorized leave of absence without pay does not constitute separation from state service.

Section 6. Unauthorized Leave.

(a) Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay.

(b) Any employee who is absent for five (5) consecutive workdays without authorized leave shall be deemed to have resigned and shall be considered a voluntary separation from State service.

(c) Any absence described in (a) or (b) may be covered by a subsequent grant of leave with or without pay, when extenuating circumstances are found to have existed. Decisions to grant such leave shall not be arbitrarily denied.

(See Letter of Agreement 61.5A-15-254 in Appendix A.)

REV: 2013, 2015, 2019

ARTICLE 63--PARENTAL LEAVE

A parent shall be granted a leave of absence up to twelve (12) weeks to care for and bond with a new baby or adopted child. Such leave can be less than twelve (12) weeks, if so requested by the employee, or at the discretion of management more than twelve (12) weeks, depending on the needs of the Agency. During the period of parental leave, the employee is entitled to use accrued vacation leave, compensatory time, leave without pay, or consistent with state and federal regulations, sick leave.

A leave of absence granted under this Article shall run concurrent with FMLA/OFLA when applicable.

(NOTE: See Article 56--Sick Leave, for pregnancy-related temporary disability.)

REV: 2015

ARTICLE 64--PRE-RETIREMENT COUNSELING LEAVE

Section 1.

(a) Employees shall be granted up to twenty-eight (28) hours of leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use.

(b) Authorization for the use of pre-retirement counseling leave shall not be withheld unless the Agency determines that the use of such leave shall handicap the efficiency of the employee's work unit.

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

Section 2. Requests for use of leave on shorter notice may be allowed subject to operating needs of the Agency.

REV: 2019

ARTICLE 65--SEARCH AND RESCUE

An employee shall be allowed to take leave with pay to participate without pay and at no further cost to the Agency, in a search or rescue operation within Oregon at the request of any law enforcement Agency, the Director of the Department of Aviation, the United States Forest Service, or any certified organization for Civil Defense for a period of no more than five (5) consecutive days for each operation. The employee, upon returning to duty at the Agency, will provide to the Agency documented evidence of participation in the search operation.

ARTICLE 66--VACATION LEAVE

Section 1. Vacation Leave Accrual. After having served in the state service for six (6) months, employees shall be credited with the appropriate earned vacation leave and thereafter vacation leave shall be accumulated or prorated on the appropriate schedule as follows for (a) full-time employees; (b) seasonal employees; and (c) part-time employees:

Length of State Service:	Vacation Accrual Rate:
After six months (minimum 1,040 hours) (a) through 5th year; (b) 5th annual season; or, (c) 60th months.	12 workdays for each 12 full calendar months of service (8 hours per month)
After (a) 5th year through 10th year; (b) 5th annual season through 10th annual season; or, (c) 60th month through 120th month	15 workdays for each 12 full calendar months of service (10 hours per month)
After (a) 10th year through 15th year; (b) 10th annual season through 15th annual season; or, (c) 120th month through 180th month.	18 workdays for each 12 full calendar months of service (12 hours per month)
After (a) 15th year through 20th year; (b) 15th annual season through 20th annual season; or, (c) 180th month through 240th month.	21 workdays for each 12 full calendar months of service (14 hours per month)
After (a) 20th year through 25th year; (b) 20th annual season through 25th annual season; or, (c) 240th month through 300th month.	24 workdays for each 12 full calendar months of service (16 hours per month)
After (a) 25th year; (b) 25th annual season; or, (c) 300th month.	27 workdays for each 12 full calendar months of service (18 hours per month)

Employees who are in pay status for less than a full month shall accrue vacation leave on a prorated basis.

Part-Time Employees Computation. A part-time employee shall accrue vacation leave on a pro-rata basis per the same schedule as full-time employees.

Seasonal Employees Computation. Seasonal employees are entitled to use vacation credits (or to have them paid upon separation) when the seasonal employee has completed a combination of seasonal periods totaling one-thousand forty (1,040) hours. In accumulating one-thousand forty (1,040) hours 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.

Section 2. Vacation Leave for New or Separating Employees.

(a) New employees who begin work in the middle of a month or pay period earn vacation credits on a prorated basis for the first partial month or pay period.

Although new employees will earn vacation credits on a prorated basis during the first partial month or pay period of service, they are not entitled to use vacation credits (or be paid upon separation) until the employee has completed six (6) months.

(b) Separating employees who are eligible will be paid for unused vacation leave accrued through the last full calendar month or pay period of service, based on each employee's work schedule. If the employee does not work or is not in pay status through the last regularly scheduled workday in the last calendar month or pay period, payment for such month or period shall be made on a pro-rata basis.

Separation of an employee may fall on any given day of the month, either as designated by the employee in their letter of resignation or by the Agency in the notice of involuntary separation.

(c) Separating employees who are eligible will be paid for accumulated vacation leave and compensatory time at the hourly rate equivalent to their base rate at the time of separation. An employee shall not be eligible for vacation pay-out upon separation unless the employee has completed six (6) months or the equivalent.

Section 3. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 4. In the event of separation or layoff any unused vacation up to three-hundred (300) hours will be paid to the employee.

Section 5. In the event of an employee's death, all monies due for accumulated vacation and salary shall be paid as provided by law.

Section 6. An employee who has lost work because of a job-related illness or injury shall not suffer a reduction in vacation credits. Vacation credits shall continue to be earned while an employee is using earned sick leave.

Section 7. Service with a jury shall be considered time worked.

Section 8. If an employee has a break-in-service and that break does not exceed two (2) years, they shall be given credit for the time worked prior to the break-in-service.

Section 9. Time spent in actual State service or on Peace Corps, military, educational, or job-incurred disability leave without pay shall be considered as time in the State service for determining length of service for vacation accrual rate.

Section 10. Vacation hours may accumulate to a maximum of three-hundred fifty (350) hours.

Section 11. Authorization of Use. Upon transfer of an employee with six (6) months of State service to a different Agency covered by the Agreement, the employee may elect to have a maximum of one-hundred (100) hours of accrued vacation credits transferred to the gaining Agency, except the gaining Agency may agree to accept a greater amount of accrued vacation credits. The employee shall be paid in cash for that portion of accrued vacation credits not transferred.

Upon transfer of an employee with less than six (6) full months of service to a different Agency represented by SEIU Local 503, OPEU, all vacation credits accrued shall be transferred to the gaining Agency.

Section 12. Should an employee who has exhausted earned sick leave elect to use vacation 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 vacation leave. No employee shall be required to utilize vacation leave while receiving time loss benefits.

Section 13. After all earned sick leave has been exhausted an employee may request in advance, in cases of illness, to use earned vacation leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such illness. Such leave shall not be unreasonably denied.

Section 14. No employee may be placed on vacation leave and no accrued vacation time may be utilized without specific authorization of the employee except:

(a) That employees shall have their vacation time paid in full when they take education leave without pay in excess of ninety (90) days;

(b) That in any other leave of absence without pay that exceeds fifteen (15) days, the employees shall be required to use their accumulated vacation. Bargaining unit members may not be required to take vacation when leaving for military or reserve service as per Title 38, USC Chapter 43, or parental leave until after thirty (30) days;

(c) As provided for set-off of damages or misappropriation of state property or equipment on termination;

(d) To avoid losing vacation the employee must request vacation leave. When such leave is impossible a cash payment of not more than sixty (60) hours shall be made. In lieu of cash payment, the Employer shall schedule time off in excess of three-hundred and fifty (350) hours within sixty (60) days prior to the date the vacation leave would reach three-hundred and fifty (350) hours. Hours earned over three-hundred and fifty (350) hours will be immediately lost to the employee if the equivalent of those hours is not used prior to the month of maximum accrual.

Section 15. Vacation Cash Out. In each calendar year, an employee may make a one-time request to cash out and receive payment for up to forty (40) hours of vacation. In order to be eligible to cash out vacation hours, the employee must be a regular status employee and have a remaining vacation balance of sixty (60) hours or more. Vacation leave that has been pre-approved will be considered when the request is made in order to determine if they will maintain the minimum vacation balance requirement.

Section 16. Military Donated Leave. The Parties acknowledge that the State of Oregon administers a donated leave program to supplement military wages. As such, an employee may donate any portion of their accrued vacation to an eligible individual participant or to the program donation pool for distribution to eligible participants, as long as the program continues to exist.

REV: 2013, 2015, 2019

ARTICLE 66.5--VACATION LEAVE (Special Agencies Coalition)

Section 1. Vacations shall be requested in writing by each employee and subject to written approval or denial by their supervisor. Such written approval or denial shall be provided to the employee within seven (7) calendar days following submittal of a request. This shall not require that use of vacation time be requested seven (7) days in advance. Vacation shall be scheduled, as much as possible, at the convenience of the employee consistent with the operating requirements of the Agency. In the case of conflict between two (2) or more employees in the same work area, the employee who first requested this time shall be given preference. If the conflict again occurs between these employees, such conflicts shall be resolved on a rotating basis.

Section 2. Cancellation of Vacation.

(a) Except Licensing Boards. Approved vacation leave may not be canceled by the Employer except in the event of an emergency condition which creates an abnormal workload or other condition not under the control of management. In the event of an emergency, the affected employee shall be notified of the cancellation in writing. When vacation leave has been approved at least ninety (90) days in advance and is canceled, unrecoverable transportation or lodging deposits will be paid by the Agency if the employee produces proof of such unrecoverable deposits, including written evidence of a good faith effort to recover the deposits.

(b) Applies to Licensing Boards. Vacations that have been scheduled and approved may not be canceled by the Agency except in the event of an emergency. When unrecoverable vacation deposits are incurred by an employee, and the vacation is canceled by the Agency, the Agency 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.

ARTICLE 70--LAYOFF

Section 1. A layoff is defined as a separation from the service for involuntary reasons other than resignation, not reflecting discredit on an employee. An employee shall be given written notice of layoff at least fifteen (15) calendar days before the effective date, stating the reasons for the layoff. (See Sections 9 and 10 on statewide recall rights and intergovernmental transfers, and see Section 11 regarding Secondary Recall Rights.)

Section 2. The layoff procedure shall occur in the following manner:

(a) The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall notify in writing all affected employees of their seniority and their contractual bumping rights. The Agency shall notify the Union of the seniority of all employees in all affected positions in writing. In addition, the Agency shall provide each Union Steward in the geographic area affected by layoff with one (1) written copy of the seniority of employees in all affected positions in that geographic area. The Agency shall also post a copy of the seniority of all affected positions in the geographic area on the employee bulletin board.

(b) Temporary 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:
   - (1) Permanent full-time positions;
   - (2) Permanent part-time positions;
   - (3) Seasonal full- and part-time positions; or
   - (4) Academic year positions (OSD):
     - Full-time academic year positions; or
     - Part-time academic year positions.
   - (5) The Employment Department shall maintain the following layoff lists:
     - (A) Full-time employees plus seasonal employees with more than twelve (12) months continuous full-time employment immediately preceding layoff;
     - (B) Seasonal employees with less than twelve (12) months continuous full-time employment immediately preceding layoff;
     - (C) Part-time employees.

(d) An employee notified of a pending layoff shall have one (1) opportunity to prioritize the following options and communicate such choice(s) in writing to the Agency within seven (7) calendar days from the date the employee is notified in writing. If the date the employee's response is due falls on a Saturday, Sunday or holiday, the employee will provide their choice to the Agency on the next business day. However, this seven (7) day notice will not be required if the employee is involved in a meeting to make such choice as long as seniority has been posted prior to this seven (7) day notice as specified in Section 2(a).
   - (1) The employee may displace the employee in the Agency with the lowest seniority in the same classification for which they are qualified in the same geographic area in the Agency where the layoff occurs.

(2) If no positions are accessible under option one (1), the employee may displace the employee in the Agency with the lowest seniority in the same geographic area in any classification with the same salary range in which the employee previously held regular status, including any predecessor classification; or, if this choice is not available to the employee, the employee may move into vacant positions in classifications with the same salary range that the Agency intends to fill in the same geographic area.

(3) The employee may identify and prioritize up to three (3) classifications in lower salary ranges for which they are qualified within the Agency and same geographic area. The employee may demote to the lowest seniority position in one of the identified classifications considered in the order listed by the employee, pursuant to this Section. Employees who elect to demote shall be placed on any geographic area layoff list of their choice within the Agency for the classification from which they 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 Agency for the classification from which they were laid off.

The options provided by Subsections 2(d)(1), (2) and (3) above shall apply to regular status (i.e., non-limited duration) employees displacing limited duration employees only when the limited duration positions are expected to continue for at least ninety (90) days beyond the time of layoff.

For purposes of bumping under Section 2(d)(1), (2) and (3), a vacant position that management intends to fill is considered to have the least seniority.

(e) To be qualified for the options under Section 2(d)(1), (2) and (3), the employee must meet the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days. If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position, they 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.

(f) When exercising an option under Section 2(d)(1), (2) and (3), an employee shall only be eligible to displace another employee with lower seniority.

(g) When an employee is laid off because of being separated from state service per Section 2(d)(4) of this Article, moving expenses will be paid once by the Agency. In other words, moving expenses will be reimbursed only when that employee has in fact, left State service and is called back from the layoff list to a geographic area other than the one in which they were laid off. Moving expenses will not be paid by the Agency for any other moves associated with displacement, demotion, or return from a layoff list.

(h) Limited Duration Appointments—Workload Reasons. Eligible employees, as defined in Article 51 Section 2, shall have their seniority calculated within a geographic area and may bump limited duration or permanent employees based on their seniority within the following separate categories:

(1) full-time status;

(2) part-time status.

(i) Limited Duration Appointments—Non-Workload Reasons. Eligible employees, as defined in Article 51, Section 1, whose limited duration appointment that exceeds two (2) years shall have their seniority calculated within a geographic area. These employees shall be placed on the Agency recall list for the affected geographic area when the limited duration appointment ends. These employees will not be eligible to bump any employees, but shall be placed on the affected agency layoff recall list for the class they held as a limited duration employee.

(j) An initial trial service employee cannot displace any regular status employee (see Section 5 for more on treatment of trial service employees).

(k) Job Share Positions.

(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, if either Party chooses, as part-time employees.

(2) If the employees in a job-share position choose to be treated as a full-time employee, seniority for the position shall be determined by averaging the two (2) individuals' Layoff Service Date.

(3) If either employee in a job-share position chooses to be treated as a part-time employee, seniority for each employee will use individual Layoff Service Date.

If only one (1) person is filling a job-share position, they shall be considered as a full-time equivalent.

(l) 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 their classification.

(m) Any employee displaced by another employee exercising options under Section 2(d)(1), (2) and (3) may also exercise any option available under Section 2(d).

(n) Designation of Classification for Layoff.

(1) Classification for layoff purposes is the employee's classification of record on the date the seniority list is frozen.

(2) Classification changes (reallocations, reclassifications) approved for implementation after the seniority list is frozen, but before the layoff effective date, will not be implemented until the day after the layoff date at the earliest and shall not be arbitrarily delayed.

(3) Both the incumbent and bumping in employee cannot equally benefit from a successful change resulting from reallocation change, whether requested by the Agency or employee appeal (e.g., both be reallocated, both have recall rights to the higher class, etc.).

(A) Bumped-out employees should benefit from reallocation for pay purposes up to the layoff date and be eligible for recall back to the reallocated class.

(B) Bumping-in employees should receive benefit for pay purposes beginning the effective date of landing in the new class until or unless management removes the higher level duties. Recall rights should be to the employee's former classification, rather than to the newly designated class for the bumped into position.

(4) Both the incumbent and bumping-in employee cannot equally benefit from a successful Agency requested reclassification or employee initiated classification appeal.

(A) Bumped-out employees should benefit from reclassification for pay purposes up to the layoff date.

(B) Bumping-in employees should receive benefit for pay purposes beginning the effective date of landing in the new class until or unless management removes the higher level duties. Recall rights should be to the employee's former classification, rather than to the newly designated class for the bumped into position.

(5) Pay will be reconciled, as appropriate, for employees laid off or bumped-out of positions affected by a successful reallocation or reclassification.

Section 3. For purposes of this Article, the term "Agency" does not include employees represented by other unions. There will be no cross-bumping between unions. If, however, the Employer and/or the Agency permits another union to cross-bump into SEIU Local 503, OPEU positions, such rights shall be extended to SEIU Local 503, OPEU bargaining unit members also. There shall not be cross-bumping between the Management Service and the bargaining unit.

In instances where there is more than one (1) classification in the same salary range affected by a concurrent layoff, employees in the multiple classifications will have their layoff option selection notices processed by seniority (state service) within the salary range as opposed to classification. However, should two (2) or more employees continue to have equal seniority it will be decided in accordance with Section 4(d).

In instances where the first round of layoffs have been completed and a vacancy which the Agency intends to fill occurs prior to the initiation of a second round of layoffs, employees who are on an Agency geographic area layoff list may have priority rights to such vacancy in accordance with the Filling of Vacancies Articles.

Section 4. Seniority.

(a) Seniority Definition. Seniority is the Layoff Service Date which is the date the employee began state service (except as a temporary appointee) as adjusted for break(s)-in-service.

(b) Break-In-Service. A break-in-service is a separation or interruption of employment without pay of more than two (2) years. If an employee has a break-in-service that does not exceed two (2) years, they shall be given credit for the time worked prior to the break-in-service. Seniority will also be adjusted for leaves without pay in excess of one (1) year.

(c) Seniority Frozen. When an Agency intends to initiate a layoff, the Agency will notify the Union in writing that all seniority will be frozen from the date of notice for a period not to exceed three (3) months. However, during the period when seniority is frozen, the employee will continue to accumulate time towards seniority for purposes of future computations. The three (3) month freeze may be extended by mutual written agreement of the Union and the Agency.

(d) Equal Seniority. If it is found that two (2) or more employees in the Agency in which the layoff is to be made have equal seniority, then the greatest length of continuous service in the Agency shall be used. If ties between employees still exist, the order of layoff shall be determined by the Agency in such manner as to conserve for the State the services of the most qualified employee.

Section 5. Trial service employees, except those serving a trial service for initial appointment to state service, who are laid off or demoted in lieu of layoff shall be placed on the Agency layoff list. An employee serving a trial service for initial appointment to state service who is laid off or demoted in lieu of layoff shall not be placed on the Agency layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

Section 6. Regular and eligible limited duration employees laid off or demoted in lieu of layoff shall be placed on the reemployment list for the classification in which they were laid off.

Section 7. Regular status seasonal employees laid off prior to the end of the season shall be placed in order of seniority on the Agency layoff list for seasonal reappointment and shall be limited so as to encompass only those seasonal employees in a classification who are employed at that specific geographic location and the Agency where the reduction occurs. The eligibility for such seasonal employees shall be canceled at the end of each season.

Section 8. Any employee 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 9. Agency Layoff Lists. Names of regular employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff, or employees transferred outside State government due to intergovernmental transfers, 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 geographic area.

Names of eligible workload limited duration employees of the Agency, who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff, shall be placed on appropriate Agency layoff list in seniority order established by the classification from which the employee was laid off or demoted in lieu of layoff and by geographic area.

Names of eligible non-workload limited duration employees shall be placed on appropriate Agency layoff list in seniority order established by the classification from which the employee was laid off and by geographic area.

The employee shall designate in writing the geographic area layoff list(s) on which they wish to be placed.

An employee currently on a layoff list prior to the effective date of this Agreement, shall be placed on the geographic layoff list from which they were laid off and shall be notified by the Agency of their right to designate additional geographic layoff list(s) in accordance with this Article.

Section 10. Recall. Employees who are on an Agency layoff list shall be recalled by geographic area in seniority order beginning with the employee with the greatest seniority.

(a) Same Geographic Area Recall/Recall to a Permanent Position. If an employee (permanent or limited duration) is certified from a layoff list and is offered a permanent position in the geographic area from which they demoted or were laid off, they shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the layoff list in that geographic area.

(b) Different Geographic Area Recall/Recall to a Permanent Position. If an employee (permanent or limited duration) is certified from a layoff list and is offered a permanent position in a different geographic area from which they demoted or were laid off, they shall have one (1) right of refusal. Upon a second refusal, which must be more than fifteen (15) days after the first refusal, the employee's name will be removed from the layoff list for that geographic area. An employee who has other refusals during this fifteen (15) day period shall not have their name removed from the list.

(c) An employee appointed to a permanent or seasonal position from a layoff list shall be removed from all other layoff lists for that classification.

(d) When an employee is laid off because of being separated from state service per Section 2(d)(4) of this Article, moving expenses will be paid once by the Agency, except for recall of employees transferred outside State government due to intergovernmental transfer. In other words, moving expenses will be reimbursed only when that employee has in fact, left State service and is called back from the layoff list to a geographic area other than the one in which they were laid off. Moving expenses will not be paid by the Agency for any other moves associated with displacement, demotion, or return from a layoff list.

(e) 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. Refusal of 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 and will not be eligible for any benefits covered under this Agreement.

(f) If a limited duration appointment is necessary in any geographic area and is expected to last longer than ninety (90) days, and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the limited duration appointment prior to hiring any other limited duration employee. Refusal of a limited duration appointment does not constitute a right of refusal under this Section.

Section 11. Secondary Recall Rights.

(a) Application: These rights apply to all employees and Agencies represented by the Union except employees who are laid off during initial trial service.

(b) Definitions:

(1) Geographic areas are the groupings of work locations in event of layoff and the scope of recall rights after a layoff as defined in the Agency-specific provisions of Articles 70.1, 70.2, 70.3, and 70.5.

(2) Agency Layoff Lists are intra-Agency layoff lists, as defined in Article 45, Section 2(a), and as further defined by geographic areas for layoff for each Agency in Articles 70.1, 70.2, 70.3, and 70.5.

(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 Union-represented Agencies and who have elected to be placed on such list, consistent with the definitions of geographic areas for layoff for each Agency in Articles 70.1, 70.2, 70.3, and 70.5.

(c) Coordination with Articles 45 and 70: The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified in this Article and Article 45, 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 and eligible workload limited duration employees, who are separated from the service of the State in good standing by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on Agency Layoff Lists, be given the option of electing placement on the Secondary Recall List by geographic area for other SEIU Local 503, OPEU-represented Agencies which utilize the same 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 placement on the list or the termination of this Agreement whichever occurs first.

(B) Employees who elect to be placed on the Secondary Recall List shall specify in writing the Agencies and geographic areas of their choice.

(2) Use of the Secondary Recall List.

(A) Notwithstanding any other provision regarding the use of the Secondary Recall List, designated individuals on the secondary list may be given first preference for appointments to positions in order to ensure adequate numbers of protected class employees, based on the goals of the Affirmative Action Plan developed by the Agency effecting the recall, consistent with applicable law.

(B) After the exhaustion of any 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.

(C) 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.

(D) Prior to initiating other methods to fill a vacancy, except an agency layoff list, agencies shall utilize the Secondary Recall List to fill positions. The Agency will call 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. The Agency will select one of the five (5) employees from the list. Seniority for this purpose shall be computed as described in Section 4 of this Article.

(E) 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) Recall to a Permanent Position. A laid off regular status or eligible workload limited duration employee on the Secondary Recall List who is offered a permanent appointment from the list and refuses to accept the appointment shall have their name removed from the Secondary Recall List.

(B) Employees appointed to positions from the Secondary Recall List shall have their names removed from all other Agency Layoff Lists 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. Administration of the trial service period shall be consistent with Sections 2, 4, and 5 of Article 49. However, employees who fail to successfully complete this trial service period shall have their names restored only to the Agency Layoff Lists on which they previously had standing. Restoration to the Agency Layoff List shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List.

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

Section 12. Geographic Area. See Articles 70.1-70.5.

Section 13. When the Employer declares that a lack of funds will necessitate a layoff, the Parties will meet, if requested by either the Employer or the Union, to consider such alternatives to layoffs as: voluntary reductions in hours; voluntary paid leaves of absence; other voluntary programs and/or temporary interruptions of employment. Such alternatives shall be subject to mutual agreement by the Union and the Employer. In the absence of such mutual agreement, the Employer may implement layoff procedures consistent with this Agreement. The Parties agree that any and all discussions that take place under this Section shall not be subject to Article 5--Complete Agreement of this Agreement, or constitute interim negotiations under PECBA. In addition, the Parties will not be required to use the dispute resolution processes contained in PECBA.

Section 14. Prior to transferring a program to an Oregon non-profit corporation that is not a PERS participant, a regular status employee shall be afforded layoff and bumping rights.

REV: 2015

ARTICLE 70.5A--GEOGRAPHIC AREA FOR LAYOFF (Education including OSD)

In the Department of Education and Oregon School for the Deaf for purposes of Article 70--Layoff, the geographic area is defined as all Oregon work locations.

REV: 2019

ARTICLE 70.5C--GEOGRAPHIC AREA FOR LAYOFF (Library)

In the State Library, for purposes of Article 70--Layoff, the geographic area is defined as the city in which the employee's work station is located.

ARTICLE 70.5D--GEOGRAPHIC AREA FOR LAYOFF (Treasury)

In the State Treasury, for purposes of Article 70--Layoff, the geographic area is defined as the city in which the employee's work station is located.

ARTICLE 70.5E--GEOGRAPHIC AREA FOR LAYOFF (Department of Administrative Services)

In the Department of Administrative Services for purposes of Article 70--Layoff, the geographic area is defined as all Oregon work locations.

ARTICLE 70.5F--GEOGRAPHIC AREA FOR LAYOFF (Commission for the Blind)

In the Commission for the Blind, for purposes of Article 70--Layoff, the geographic area is defined as the city in which the employee's work station is located.

ARTICLE 70.5G--GEOGRAPHIC AREA FOR LAYOFF (PERS)

In the Public Employees Retirement System, for purposes of Article 70--Layoff, the geographic area is defined as all Oregon work locations.

ARTICLE 70.5H--GEOGRAPHIC AREA FOR LAYOFF (Justice)

In the Department of Justice, for purposes of Article 70--Layoff, the geographic areas shall be as follows:

(a) Portland, Oregon City, Gresham, Hillsboro
(b) Salem
(c) Eugene
(d) Medford
(e) Albany
(f) Roseburg
(g) Bend
(h) Pendleton

If new offices open due to localization, the Union and the Employer will meet to redefine geographic area.

REV: 2019

ARTICLE 70.5I--GEOGRAPHIC AREA FOR LAYOFF (OHCS)

For purposes of Article 70--Layoff, the geographic areas are:

(a) Portland/Metropolitan (Portland)
(b) Northwest (Salem)
(c) Central (Bend, Eugene, Redmond)
(d) South (Ashland, Medford)
(e) East (Milton-Freewater).

ARTICLE 70.5N--GEOGRAPHIC AREA FOR LAYOFF (Revenue)

In the Department of Revenue, for purposes of Article 70--Layoff, the geographic areas shall be as follows:

(a) For employees whose work stations are located in the Salem and Portland Metropolitan Areas (including Gresham and Tualatin), the geographic area is defined as Salem and Portland Metropolitan Areas (including Gresham and Tualatin).
(b) For employees whose work stations are located outside of the Salem and Portland Metropolitan Areas, the geographic area is defined as all Oregon work locations.

ARTICLE 70.5Q,V--GEOGRAPHIC AREA FOR LAYOFF (DCBS, WCB)

In the Department of Consumer & Business Services, for purposes of Article 70--Layoff, the geographic areas shall be as follows:

(a) Portland, Salem
(b) Albany, Eugene
(c) Medford
(d) Bend, Pendleton

The geographic area for the cities listed shall include suburbs. Any new office added during the contract period which is located within a suburb of a city where an office exists shall be part of that city's geographic area. Any new office added during the contract period which is not located in a suburb of a city where an office exists shall be designated as a new geographic area.

ARTICLE 70.5S--GEOGRAPHIC AREA FOR LAYOFF (BOLI)

In the Bureau of Labor and Industries for the purposes of Article 70--Layoff, the geographic areas shall be as follows:

(a) Portland, Salem (b) Bend
(c) Medford (d) Eugene
(e) Pendleton.

ARTICLE 70.5T--GEOGRAPHIC AREA FOR LAYOFF (Veterans' Affairs)

For purposes of Article 70--Layoff, the geographic areas shall be as follows:

(a) All positions except field representatives:
  (1) Portland, Veterans' Claims (Portland) offices, all Salem offices
  (2) The Dalles
(b) The field representative positions will be statewide.

REV: 2013

ARTICLE 70.5W--GEOGRAPHIC AREA FOR LAYOFF (Licensing Boards)

For purposes of layoff as specified in Article 70--Layoff, these Boards shall be treated as one (1) Agency and the geographic area is defined as the city in which the employee works.

ARTICLE 70.5Y--GEOGRAPHIC AREA FOR LAYOFF (HECC)

In the Higher Education Coordinating Commission, for purposes of Article 70--Layoff, the geographic area is defined as the city in which the employee's work station is located.

REV: 2015

ARTICLE 71--SEASONAL AND INTERMITTENT EMPLOYEES

Section 1. Positions which occur, terminate, and recur periodically and regularly, regardless of the duration thereof, shall be designated as seasonal positions.

Section 2. A regular status seasonal employee shall be eligible for a salary increase upon returning to the same Agency in the same classification the next annual season regardless of the length of the period of time that has lapsed since the previous six (6) month or annual increase granted. "Annual season" means a period of twelve (12) months, regardless of the number of seasons occurring during that period.

Section 3. A seasonal employee shall be given notice at the time of hire of the length of the season and the anticipated end of the season. A seasonal employee shall be given at least ten (10) calendar days advance notice of the end of the season, except when conditions are beyond the control of the Agency. In advance of the season or as soon as the seasonal employee becomes aware of the need to end their season early, the seasonal employee may submit a request to their supervisor. Subject to the agency operating requirements, the supervisor may approve the employee's request without jeopardizing their recall rights the following season. (See also Article 70, Section 7.)

Section 4. Regular status seasonal employees terminated at the end of the season shall be placed on the reemployment roster in order of seniority and shall be recalled by geographic area the following season in order of seniority to the extent that work is available to be performed. Such recall rights shall not apply to regular status seasonal employees who work full-time in another state Agency.

Section 5. Seasonal employees shall accrue all rights and benefits accrued by full-time employees during their employment season, except as otherwise modified by this Agreement.

Section 6. Employees in seasonal positions who have completed initial state trial service one-thousand and forty (1,040) hours and who are not participating members of the Public Employees Retirement System shall receive a special differential of six (6%) percent in addition to their regular rate of pay. Such special differential shall not increase pay rates in the Compensation Plan or be applicable to other seasonal, temporary, trial service, or regular positions or employees. Such special differential shall terminate immediately prior to the first full pay period after the employee becomes a participating member of the Retirement System.

Section 7. Seasonal employees not currently employed shall be treated as internal candidates for any jobs they apply for within their Agency, even between seasons, so long as they have recall rights.

Section 8. Intermittent Appointments.

(a) Only the following seasonal, part-time, or unfunded positions may be designated as intermittent positions in that work assigned to these positions is available on an irregularly fluctuating basis because of conditions beyond the control of the Appointing Authority: Employment Department, DHS Children, Adult, and Family-related services and programs, OYA Administration and Field Services (on-call and unfunded positions), Oregon Department of Forestry (co-op positions, Forest Lookouts, and Schroeder Seed Orchard), Department of Education (relief workers at the School for the Deaf).

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

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

(d) Intermittent employees will be scheduled and unscheduled for work in seniority order by work unit.

(e) Except as specifically modified above, intermittent employees shall have all the rights and privileges of seasonal employees.

REV: 2015, 2019

ARTICLE 71.5N--SEASONAL EMPLOYEES (Revenue)

Section 1. Intent. The purpose of this Article is to clarify what seasonal employees may expect when called to work by Revenue. Nothing in this Article guarantees an eight (8) hour workday. However, the Agency agrees to make the following efforts to match available work with the number of employees called in.

Section 2. Procedure.

(a) At the beginning of the season, employees will be called back to work in seniority order. When offering a position, the Employer will inform the employee of the number of hours each area/unit worked the previous year. Employees will have the right to turn down a position or start date once.

(b) Once seasonal employees are called in, if it becomes necessary to release employees due to lack of work, the Agency will offer suitable work where available, in other areas/units, on the basis of seniority. Seasonal employees will be unscheduled prior to releasing or reducing the hours of permanent part-time employees.

(c) When it becomes necessary to release some seasonal employees due to lack of work, but not all seasonal employees, the Agency will first ask for volunteers. If there are not enough volunteers, the employees will be released in reverse seniority order. In instances where there may be excess volunteers, unscheduling will occur based on seniority within the area/unit. In cases where employees are notified not to report to work prior to their normal reporting time, the Agency will not be required to ask for volunteers. Instead, employees will be unscheduled in reverse seniority order.

(d) In instances where a seasonal employee has insufficient vacation or compensatory time to cover the period the employee is released, the Agency agrees to continue the employee's eligibility for purposes of insurance. Employees must exhaust available vacation and compensatory time to be eligible for this benefit. This provision will not apply in an instance where an employee is offered suitable work and turns it down. This provision applies only to those seasonal employees who would have, but for being unscheduled, reached the eighty (80) hour threshold.

ARTICLE 73.5A--ACADEMIC YEAR (OSD only)

Section 1. The Agency may designate positions as academic year, when the employment term of such positions conforms generally to the school or academic year. Such designation shall not preclude the extension of employment, either full- or part-time, into the period between two (2) school or academic years.

Section 2. Employees in positions designated as academic year may utilize accrued leave in accordance with the provisions set forth in this Agreement.

Section 3. Summer employment, when available, will be offered to qualified employees in academic year positions according to layoff service date. Summer employment will be offered to such qualified employees as soon as it is determined by management to go forward with the summer work assignment in question. Employees working during the period between two (2) school or academic years will be paid according to the classification of the work being performed. If the employee's current salary rate is within the salary range of the classification of work being performed, the employee's salary rate will not change. If the employee's current salary rate is below the salary range of the classification of work being performed, the employee will be paid at Step 1 of the salary range of the classification of work being performed. If the employee's current salary rate is above the salary range of the classification of work being performed, the employee will be paid at the top step of the salary range of the classification of work being performed.

Section 4. The State agrees to pay PEBB medical/dental insurance Employer contributions during the summer months for all employees in full-time academic year positions who are eligible for PEBB insurance coverage.

For eligible employees in part-time academic year positions, the Employer contributions for June, July, and August will be prorated based on May hours worked. For eligible employees in part-time academic year positions, additional employee contributions, if required, for June, July, and August will be prorated based on May hours worked and will be deducted from May paychecks. An employee may choose, however, not to have summer PEBB coverage by submitting written notice to this effect, to the payroll office prior to May 20 for that academic year.

ARTICLE 74--TEMPORARY INTERRUPTION OF EMPLOYMENT--LACK OF WORK

Section 1. Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which does not exceed fifteen (15) days, shall not be considered a layoff if, at termination of such conditions, employees are to be returned to employment. Such interruptions of employment shall be by work unit and recorded and reported as leave without pay. Under no circumstances shall this Article be used to remedy shortage of funds.

Section 2. An employee who is affected by a temporary interruption of employment shall be allowed to use any form of paid leave including vacation, compensatory time off, or personal leave provided the leave has been accrued. Such employee shall continue to accrue all benefits during this period. This Section shall only apply to FLSA-exempt employees where the interruption is for one (1) or more full workweek(s).

Section 3. For periods longer than fifteen (15) days, the Appointing Authority shall follow the procedures described in Article 70--Layoff. In instances where temporary interruption of employment is an established practice that the Agency used in connection with cyclical or scheduled shortage of work for more than fifteen (15) days, such practice may continue. Provided, however, that when such periods are for longer than fifteen (15) days, the Appointing Authority shall use seniority of employees by classification in the affected work unit in determining employees to be placed on leave without pay. The Appointing Authority will determine the work unit in each instance. If all such employees available for work cannot be returned to their positions, seniority shall be used to determine the order of recall.

ARTICLE 80--CHANGE IN CLASSIFICATION SPECIFICATIONS

Section 1. The Employer shall notify the Union of intended classification studies.

Section 2. The Union may recommend classification studies be conducted by the Labor Relations Unit, indicating the reasons for the need of such studies. The Labor Relations Unit shall reply, setting a preliminary date for completion of the study or explaining the reasons for a decision not to conduct such a study within ninety (90) days of receipt of the request.

Section 3.

(a) Whenever a change in classification specifications or a new classification is proposed, it is agreed that the Labor Relations Unit shall submit the classification specification changes to the Union to provide it an opportunity to review and comment on the specifications. If the changes of the specifications substantially revise the specifications, the Parties shall negotiate the salary range for the newly revised specification.

(b) When the Union requests a classification study, negotiations for salary ranges for new classifications shall commence no later than ninety (90) days following the Employer's written notification to the Union of the finalization of the class specification.

(c) Proposals for the salary rate and effective date for changes in classification specifications may be submitted throughout the term of this Agreement. If the Parties are able to reach agreement, the new classification will be implemented. Any classes on which salary is not agreed can be submitted with overall proposals for a successor Agreement.

(See Letters of Agreement 80.00-17-304 & 80.00-19-336 in Appendix A.)

ARTICLE 81--RECLASSIFICATION UPWARD, RECLASSIFICATION DOWNWARD, AND REALLOCATION

Section 1. Reclassification must be based on findings that the purpose of the job is consistent with the concept of the proposed classification and that the class specification for the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position. As used herein:

(a) 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;

(b) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; 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.

Section 2. Reclassification Up.

(a) Reclassification upward is a change in classification of a position by raising it to a higher classification. Employees, or supervisors with prior notice to the employee(s), may seek reclassification to any non-supervisory or non-managerial classification in the Executive Branch (DAS) of government whether or not the classification is included in Appendix B of this Agreement provided that:

(1) the classification exists in the unrepresented compensation plan or in multiple bargaining units' compensation plans, and

(2) the classification is not specific to another Agency.

In the event that the proposed new classification is not in the bargaining unit, the classification shall be added to the SEIU Local 503, OPEU compensation plan at the Employer-proposed salary range. However, if the Employer-proposed range is lower than the classification salary range in another DAS compensation plan, the Parties will negotiate the salary range.

(b) Employees, or supervisors with prior notice to the employee(s), may request reclassification by submitting a written explanation of the request, a Human Resource Services Division Position Description Form signed by the supervisor and employee, and all other relevant evidence for the proposed reclassification to the Agency Appointing Authority. Within sixty (60) days, unless otherwise mutually agreed in writing, the Agency shall review the merits of the request based on the final position description signed by the Appointing Authority. The Union shall be entitled during the sixty (60) day review period and prior to issuance of the Agency decision to meet with the Agency or to present further written arguments in support of the request. The Agency will notify the employee and supervisor of its decision and provide a copy of the final position description signed by the Appointing Authority. Should the duties of the position support the proposed reclassification, the Agency shall make a determination whether to seek legislative approval for reclassification or remove selected duties within one-hundred twenty (120) days, however, this time period may be extended upon mutual agreement of the Parties.

(c) If approved by the Legislative Review Agency or the Department of Administrative Services, the effective date shall be the date in which the reclassification request was received by the Agency. The employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-class pay if any and the proposed salary rate, 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 effective date.

(d) Rate of pay upon upward reclassification shall be given no less than the first step of the new salary range. If the old salary range rate of pay is equal to or higher than the first step of the new salary range, the employee shall receive a salary increase no less than an increase to the next higher step in the new salary range. The salary eligibility date shall be established twelve (12) months thereafter.

If the reclassification upward is approved, the Agency may cease paying work out-of-classification pay or adjust the effective date of the reclassification to avoid overpayment of any work out-of-classification pay received by the employee.

(e) If a reclassification request does not receive legislative approval or the Agency removes selected duties to be consistent with its current classification, the employee will receive a lump sum payment for the difference between the current salary rate, including work out-of-class pay if any and the proposed salary rate, 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 were removed.

Section 3. Reclassification Down.

(a) Reclassification downward is a change in the classification of a position by reducing it to a lower classification.

(b) The Agency shall, sixty (60) calendar days in advance of a reclassification downward of any position, notify the employee in writing of the action, including the specific reasons, and the HRSD Position Description used for the action, which shall be signed by the Appointing Authority.

(c) If an employee is reclassified downward and their rate of pay is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

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

If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range plus that

amount that their current salary rate is below the next higher rate in the salary range. This increase shall not exceed the highest step in the new salary range.

(d) Employees who are reclassified downward for non-disciplinary reasons shall be given the same recall rights as employees demoted in lieu of layoff pursuant to Article 70 of this Agreement for reemployment to the classification from which they were reclassified downward.

Section 4. Reclassification Equal or Lateral.

(a) Reclassification equal or lateral is a change in an employee's job classification from one classification to another with the same salary range base number.

(b) Rate of pay upon equal or lateral reclassification shall be given no less than the first step of the new salary range.

(c) If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at that rate in the new classification until the next salary eligibility date.

(d) If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range pay scale plus that amount the current salary rate is below the next higher rate in the salary range pay scale. This increase shall not exceed the highest rate in the new salary range.

(e) If an employee's previous salary is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary range shall be adjusted to that step.

Section 5. Reclassification Appeals.

(a) Filing.

Reclass Upward. A decision of the Agency to deny a reclassification request may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency Appointing Authority, including, the written explanation, the position description signed by the Appointing Authority, and all other relevant evidence for the proposed reclassification. No new evidence or information will be considered by the Committee.

Reclass Down. Within thirty (30) calendar days from the date the employee receives notice that the Agency will reclassify their position downward, they may grieve this action by filing a grievance at the Agency Head level in the grievance procedure, providing a written explanation of the request and all relevant evidence demonstrating why the reclass is in conflict with Article 81, Section 1. The Agency Head shall respond in writing in accordance with the appropriate time limits contained in the Agency grievance procedure. A decision of the Agency to deny a grievance under this Article may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency, including the written explanation of the request and all relevant evidence. No new evidence or information will be considered by the Committee.

(b) Once appealed to DAS Labor Relations, the matter shall be considered by the Employer designee (or the alternate) and the Union designee (or the alternate) who shall form the Committee charged with the responsibility to consider appeals pursuant to this Article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each designee (and each alternate) shall have experience making classification decisions.

Should the Union designee or the Union alternate be a bargaining unit member, to participate in the process, that employee shall be granted reasonable paid release time during their scheduled workday or a mutually-agreed alternate work schedule. Further, where the Union designee or the Union alternate is a bargaining unit member and the Employer believes the time required by the process presents a hardship for the employing Agency, the Employer may require the Union to designate a qualified replacement for the Committee. Either Party may discontinue this part of the appeals process upon two (2) weeks notice to the other.

The designees 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 in Article 81, Section 1. 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 DAS Labor Relations shall be notified. If the Parties concur on the alternate class, that shall end the appeal. The Committee will send a written initial decision to the Agency and Union within sixty (60) days from receipt, which will include the reasons for its decision. The Agency or the Union may ask the Committee to reconsider its decision by sending a written reconsideration request which must be based on incorrect or incomplete information in the initial decision. Additional or new evidence/information will not be considered by the Committee. The reconsideration request must be received by DAS Labor Relations within fifteen (15) calendar days from the date of receipt of the decision. If there is no timely request for reconsideration, the Committee's decision will be final and binding. A copy of the reconsideration request will be provided to the other party, who will have the opportunity to provide a written rebuttal to the reconsideration request, which must be received by DAS Labor Relations within fifteen (15) calendar days from date of receipt. The Committee will reconsider its initial decision and issue a final decision within forty-five (45) calendar days from the date of receipt by DAS Labor Relations of the reconsideration request. 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.

(c) The Committee may extend, up to thirty (30) days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.

(d) If these efforts do not result in resolution of the matter within sixty (60) days of the appeal to DAS Labor Relations, or from the extension, then the Union may request final and binding arbitration under this clause of the Agreement by a written notice to DAS Labor Relations within the next forty-five (45) calendar day period. Except as specified in this Section, arbitration shall proceed as indicated in Article 21--Grievance and Arbitration.

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 Parties will agree upon a permanent appointment of one (1) arbitrator to hear grievances arising from this Article. This arbitrator shall have special qualifications to hear these matters; however, each side retains the right to initiate a change in that assignment upon notice to the other side. The change in the assigned arbitrator shall be effective for any case not yet scheduled for arbitration.

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 using the criteria specified in Section 1.

In the event the arbitrator finds in favor of the proposed or alternate classification, management retains the right to, on a timely basis, adjust duties consistent with its current classification.

Section 6. An incumbent employee who appealed their classification allocation to a final decision through the classification appeals boards as part of the new class system implementation which was effective April 1, 1990, or who has appealed a reclass decision to final decision through the Committee or through an arbitration since that date, shall not be eligible to either submit a new reclassification review request or to be reclassified downward by management, unless a change of assigned duties has occurred since that decision or a revised classification has been adopted.

Section 7. An employee's classification status change from a Management Service classification to a represented classification may correctly occur through reclassification where it is found that there has been a significant change of position duties, authority, and responsibilities, and as a consequence, the class specification for the proposed classification more accurately depicts the assigned duties, authority, responsibility, and distinguishing characteristics of the position.

Section 8. Reallocation Appeal Process for New Classes. Employees in positions allocated to a new classification, who dispute their placement in a new classification can appeal their placement using the following process:

(a) An appeal may be filed by an individual employee or a Steward or a Union Organizer on behalf of the employee, to the Agency Human Resource Office within thirty (30) calendar days of written notification by the Agency of placement into the new classification. 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 new classification placement, and the new classification placement believed to be correct by the affected employees. The appeal must include the signed position descriptions used for allocation. In the event that the old classifications are to be abolished, correct placement cannot be back to the prior classification. Using the criteria in Section 1, the Agency shall conduct a review of the allocation. 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 DAS Labor Relations within thirty (30) calendar days of receipt of the written denial. The appeals will be considered by designees of the Parties using the process set forth in Section 5(b), with the addition of two (2) resource persons, one (1) designated by each Party, to provide technical expertise within the specific series. Appeals shall be decided in order of receipt by DAS Labor Relations. Decisions shall be rendered by the designees no later than sixty (60) calendar days after receipt of the appeal by the Committee.

(c) The Committee may extend, up to thirty (30) days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.

(d) The decisions of the designees shall be binding on the Parties. However, Agencies may elect to remove duties consistent with this Article or at any point during the process.

(e) If the appeals Committee cannot make a decision, the matter may be appealed to arbitration per Section 4(c) of this Article.

(f) The effective date for pay changes shall be the same as that negotiated for implementation of the new classification.

(g) Appeals of all filled positions will occur first. Where a position is vacated during the appeals process, the Union may continue the appeal provided no changes in duties are anticipated.

REV: 2019

ARTICLE 85--POSITION DESCRIPTIONS AND PERFORMANCE EVALUATIONS

Section 1. Position Descriptions. Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and when the position description is amended. The individual position description shall be subject to at least an annual review with the employee. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.

Section 2. Performance Evaluations. Employees who have not had an evaluation within the previous twelve (12) month period, may request, and shall be granted a written performance evaluation. Such evaluation shall be completed within sixty

(60) days of such request. The evaluation period under review shall be the twelve (12) months immediately prior to the evaluation. No additional performance evaluation will be required for that same calendar year, regardless of the employee's performance evaluation date in that calendar year. The rater shall discuss the performance evaluation with the employee.

The employee shall have the opportunity to provide their comments to be attached to the performance evaluation. The employee shall sign the evaluation and that signature shall only indicate that the employee has read the evaluation. A copy shall be provided the employee at this time. If there are any changes or recommendations to be made in the evaluation after the rater has discussed it with the employee, the evaluation shall be returned to the rater for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on these changes. The employee shall sign the new evaluation and that signature shall only indicate that the employee has read the evaluation. A copy shall be provided the employee at this time.

All written comments provided by the employee within sixty (60) 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, and annual eligibility date performance pay increases.

If an employee receives less than a satisfactory evaluation, the Employer agrees to meet with the employee within thirty (30) days of the evaluation to review, in detail, the alleged deficiencies.

Section 3. Seasonal Employees. Seasonal employees still on trial service should refer to Article 71, Sections 2 and 3 regarding salary increases.

Section 4. Denial of Performance Increase. The Agency shall give notification in writing of withholding of performance increases to all employees at least fifteen (15) days prior to the employee's eligibility date. When the performance increase is to be withheld, the reasons therefore shall be given in writing and will be subject to "just cause" standards. Any grievances for denial of annual performance pay increases will be processed under Article 20. 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 of the following month and shall not be retroactive.

(For administration of performance increases, see Article 29.)

ARTICLE 86--WORKLOAD PRIORITIZATION

Any employee may request assistance from their immediate supervisor in establishing or adjusting priorities in order to carry out their work assignment. The supervisor will take into account variables that impact the difficulty of assignments to the employee. The employee may request to have the response provided orally or in writing and the immediate supervisor will respond accordingly in a timely manner, unless such request is deemed to be inappropriate or excessive.

ARTICLE 90--WORK SCHEDULES

Section 1. A work schedule is defined as the time of day and the days of the week the employee is assigned to work. A regular work schedule is a work schedule with the same starting and stopping time on five/eight (5/8) hour days. A flexible work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek and is agreed upon in advance by the employee and the supervisor. An alternate work schedule is anything other than a regular work schedule or a flexible work schedule.

Provided, however, nothing in this Section is intended to prohibit management from changing an employee's flexible work schedule without an employee's consent where such a change is needed in the regular course of business and where the employee has been initially hired by management, or initially placed on a flexible work schedule, with the express understanding that the person hired or the employee so placed on a flexible work schedule is expected to work a flexible work schedule as a condition of their employment.

Section 2. An employee may request in writing to work any work schedule as defined in Section 1, or any alternate work schedule. No employee requests will be arbitrarily denied or rescinded.

Section 3. Except as may be specifically stated in Articles 90.1-90.5 or Section 2, the workweek is defined as the fixed and regularly recurring period of one-hundred sixty-eight (168) hours during seven (7) consecutive twenty-four (24) hour periods and the workday is the twenty-four (24) hour period commencing at the start of the employee's assigned shift and shall remain fixed at that period for the whole of the workweek, except for flexible work schedules.

Section 4. 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, alternate or flexible) in a workweek not to exceed forty (40) hours. Such requests and modifications will be in accordance with Article 40—Penalty Pay, Section 4, Modification of Work Schedule and Article 32—Overtime, Section 5, Schedule Change. Such requests shall not be arbitrarily denied.

REV: 2015

ARTICLE 90T--WORK SCHEDULES (Temporary Employees)

Section 1. A work schedule is defined as the time of day and the days of the week the employee is assigned to work. Management retains the right to modify work schedules.

Section 2. A workweek is defined as the fixed and regularly recurring period of one-hundred-sixty-eight (168) hours during seven (7) consecutive twenty-four (24) hour periods. The employee will be notified in writing when the workweek begins and ends.

Section 3. For work schedules of six (6) hours or more there shall be an established unpaid meal period of no less than thirty (30) minutes midway in each workday. Employees who are not relieved from their work assignment and are required to remain in their work areas shall have such time counted as hours worked.

Section 4. A paid rest period of fifteen (15) minutes in duration for an employee on a five/eight (5/8) work schedule or twenty (20) minutes in duration for an employee on a four/ten (4/10) work schedule should be taken about midway through each four (4) or five (5) hour work period, as appropriate. Employees may be required to remain in the area and/or respond to emergencies during a rest period. If an employee cannot be relieved for a rest period, that employee shall be allowed to take a break in the work area or near the work area without interruption except for emergencies. Under no circumstances will unused rest periods be accumulated and used to reduce work time.

ARTICLE 90.5--WORK SCHEDULES

(Sections 1-7: All Special Agencies; Section 8: Special Agencies Coalition Except Department of Veterans' Affairs)

Section 1. Subject to the operating requirements of the Agency, bargaining unit employees shall be placed on regular, alternate, or flexible work schedules as defined in this Agreement (see Article 90, Work Schedules). Employees placed on regular work schedules shall be scheduled for five (5) consecutive workdays and two (2) consecutive days off within the workweek. Exceptions to the days off provision above shall occur only when they would seriously hamper operations of the Agency. Employees who work alternate schedules of four/ten (4/10) hour days shall be scheduled for three (3) consecutive days off within the workweek. Exceptions to the days off provision above shall occur only when (1) this would seriously hamper operations of the Agency, or (2) when requested by the employee and approved by Agency management.

Section 2. An employee may request in writing to work any alternate or flexible work schedule defined in this Agreement (see Article 90, Work Schedules and, for applicable Agencies, Section 15, below). No employee requests will be arbitrarily denied or rescinded. In reaching its decision, the Agency will consider whether the employee's request meets all of the following criteria:

(a) That the operational needs of the Agency are met;
(b) That the requested work schedule will not interfere with their ability and availability to perform the job;
(c) That the needs of the public are adequately served; and
(d) That a forty (40) hour workweek is maintained.

The Agency may also consider other relevant criteria, including, but not limited to, employee use of carpooling, mass transit, or demonstration of an unusual hardship.

The Agency will provide a response to an employee's request to work an alternate or flexible work schedule, including the reason(s) for a denial, within a reasonable period of time. If the employee so requests, the Agency response will be in writing. Upon an employee's request, the Agency will also provide a written explanation when an existing alternate or flexible schedule is rescinded. Requests for alternate and flexible work schedules will be considered in order of application. If more than one (1) employee makes application for such a schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority in the Agency, if possible.

Section 3. The workweek shall begin at 12:01 a.m., Monday and end at 12:00 midnight the following Sunday. This workweek shall remain fixed during the term of this Agreement regardless of an employee's scheduled hours of work. Workweeks for employees on work schedules "F" and "M" are governed by Section 15(e) below.

Section 4. Consistent with the operating requirements of the Agency, an employee shall be granted a meal period of not less than thirty (30) minutes nor more than one (1) hour, unless mutually agreed otherwise. Meal periods shall normally be scheduled by the Agency at approximately mid-part of the shift. However, upon an employee's timely request, a supervisor may alter the normally scheduled meal period, if the need arises. An employee who is required by the Agency to work the full shift without relief for a lunch period shall have the entire shift counted as time worked. Meal periods will not be changed without reasonable notice.

Section 5. All employees shall be granted a rest period of fifteen (15) minutes in every four (4) hours working time or major fraction thereof, except in cases of alternate work schedules, in which case rest periods shall be twenty (20) minutes. Rest periods shall be taken so far as practicable in the middle of such working periods and considered as time worked for pay purposes. Rest periods for employees on work schedules "F" and "M" are governed by Section 15(g) below.

Section 6. In order to account for a full forty (40) hours in a workweek in which there is a holiday, employees who work alternate schedules can request a regular schedule or a flexible work schedule (e.g., 2-11s and a 10), pursuant to Section 2 of this Article, or may use appropriate accrued leave or compensatory time.

Section 7. An employee may, with their immediate supervisor's advance approval, temporarily modify their work schedule (regular, alternate or flexible) in a workweek not to exceed forty (40) hours and avoid overtime liability. Such request shall be in accordance with Article 40-Penalty Pay, Section 4, Modification of Work Schedule and Article 32-Overtime, Section 5, Schedule Change. Such requests shall not be arbitrarily denied.

Section 8. Work Schedules "F" and "M". (Special Agencies Coalition Except Department of Veteran's Affairs)

(a) Subsections (b) – (g), below, apply only to work schedules "F" and "M." Work schedules "F" and "M" shall be considered "alternate work schedules."
(b) Employee requests to be placed on work schedules "F" and "M" shall be governed by Article 90.5, Section 2.
(c) Work schedule "F" is as follows:
- Week one – Monday through Thursday, nine (9) hours, and Friday, eight (8) hours.
- Week two – Monday through Thursday, nine (9) hours, and Friday, off.
- Workweeks will alternate week to week, between week "one" and week "two," as set forth above.

(d) Work schedule "M" is as follows:
- Week one – Monday, eight (8) hours, Tuesday through Friday, nine (9) hours.
- Week two – Monday, off, Tuesday through Friday, nine (9) hours.
- Workweeks will alternate week to week, between week "one" and week "two," as set forth above.

(e) The definition of the workweek addressed in Article 90.5, Section 3, will not apply to employees who work schedule "F" or "M." The definition of the workweek for work schedules "F" and "M" are as follows:
  (1) The workweek for employees working work schedule "F" shall begin at 12:01 p.m. Friday and end at 12:00 noon the following Friday. This workweek shall remain fixed, so long as an employee continues to work a work schedule "F."
  (2) The workweek for employees working work schedule "M" shall begin at 12:01 p.m. Monday and end at 12:00 noon the following Monday. This workweek shall remain fixed, so long as an employee continues to work a work schedule "M."

(f) During a work period when a compensable holiday occurs, an employee on a work schedule "F" or "M" will request their supervisor to adjust their work schedule within the defined workweek period to ensure a record of not to exceed forty (40) hours of paid time that includes the appropriate number of holiday hours. If needed, the employee may use accrued leave or compensatory time, or the employee may request adjustment of their work schedule to account for a full forty (40) hours in the workweek. Such adjustment shall be considered additional straight time worked rather than daily overtime hours. When the compensable holiday, or portion thereof, falls on the employee's scheduled day off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period.

(g) Employees on a work schedule "F" or "M" shall be granted two (2) fifteen (15) minute rest breaks on each nine (9) hour workday. Rest breaks will be taken so far as practicable in the middle of the working period and considered as time worked for pay purposes.

WORK SCHEDULE F

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	9	9	9	9	4 4	
	9	9	9	9	off	
	9	9	9	9	4 4	
	9	9	9	9	off	

WORK SCHEDULE M

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
	4 4	9	9	9	9	
	off	9	9	9	9	
	4 4	9	9	9	9	
	off	9	9	9	9	

REV: 2013, 2015, 2019

ARTICLE 90.5A--WORK SCHEDULES (Education, including OSD)

Reassignment of Hours of Work or Days Off.

(a) When a reassignment of hours of work or days off, or both, is to be made within a given instructional unit, section, or department, the employees in the unit or department shall have the right to request their choice of assignment. The candidate with the greatest length of service within the Agency will be given their choice unless there exists a substantial and clearly evident superiority in the qualifications and experience of another candidate. Before an employee other than the candidate with the greatest length of service is given first choice, the candidate with the greatest length of service will be informed in writing and in detail, of those qualifications possessed by the employee chosen, and will be provided with a complete explanation of the reasons for selecting the other employee.

(b) When an employee would be scheduled to work a shift alone, however, the above provisions may be temporarily waived to provide for the safety and well-being of students.

REV: 2019

ARTICLE 90.5E--WORK SCHEDULES (Department of Administrative Services)

When the Agency chooses to make a shift reassignment, all employees in the affected classification will be notified by publication in the manner provided for in Article 45.5E--Filling of Vacancies, Section (b), and be given an opportunity to designate their shift preference. The reassignment will be made based on each employee's level of skill, the requirements of

the reassignment, and the operating needs of the Agency. If more employees request the shift reassignment than there are reassignments available, and are, in the judgment of the Agency, equally well qualified for the reassignment and equally meet the operating needs of the Agency, the employee with the most seniority will be given the reassignment. The Agency shall not exercise its judgment in an arbitrary manner.
(See also Special Agencies Coalition Letter of Agreement 90.5E-11-217in Appendix A.)

REV: 2019

ARTICLE 90.5N--WORK SCHEDULES (Revenue)

The purpose of this Section is to clarify what permanent part-time employees working in the Administrative Services Division may expect when a lack of work situation arises. When it becomes necessary to release some permanent part-time employees due to lack of work, but not all permanent part-time employees, the Employer will first ask for volunteers. If there are not enough volunteers, the employees will be released in reverse seniority order. In instances where there may be excess volunteers, unscheduling will occur based on seniority. Seasonal employees will be unscheduled prior to releasing or reducing the hours of permanent part-time employees. This Section is intended to apply only within the unit. Nothing in this Section guarantees an eight (8) hour workday.

REV: 2019

ARTICLE 90.5Q--WORK SCHEDULES (DCBS,WCB)

(a) Employees with a four (4) day nine (9) hour and one (1) day four (4) hour work schedule shall be granted one (1) twenty (20) minute rest break and one (1) fifteen (15) minute rest break on each nine (9) hour workday and one (1) fifteen (15) minute rest break for the four (4) hour workday. Rest breaks will be taken so far as practicable in the middle of the working period and considered as time worked for pay purposes.

(b) When an employee requests the four (4) day nine (9) hour and one (1) day four (4) hour work schedule, the employee will include as part of the request the preferred break schedule. The work schedule and break requests will be subject to the supervisor's prior written approval.

REV: 2019

ARTICLE 90.5S--WORK SCHEDULES (BOLI)

Whenever a job being performed or the material or equipment being used has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of their workday to clean themselves. Cleanup time for equipment shall be considered as part of the employee's workday.

REV: 2019

ARTICLE 90.5W--WORK SCHEDULES (Board of Nursing)

(a) When an FLSA-exempt employee misses a meal period because of occasional and unavoidable workload that interferes with their ability to take a meal period, it will count as time worked. The employee may, with supervisor approval, shorten their work day by an equivalent amount of time or flex their schedule in a workweek not to exceed forty (40) hours and avoid overtime liability.

(b) When an FLSA-exempt employee knows in advance that because of pre-scheduled work duties, they will be working hours in excess of their normal work schedule, may with supervisor approval, flex their schedule by an equivalent amount of time on either a prior or subsequent day in order to maintain forty (40) hours in a week and avoid overtime liability.

ARTICLE 100.5--SECURITY (Special Agencies Coalition Except Licensing Boards)

Section 1. The Agency agrees to provide a safe work area for employees covered by this Agreement.

Section 2. A procedure shall be established and followed in which all employees shall be immediately and safely evacuated in an orderly manner from any location in or near where such employees may be required to perform their employment.

Section 3. Once the Agency deems it necessary to evacuate from any work location, an Agency representative must determine the location is safe before instructing and/or allowing employees to return to work in that area. In no event shall a represented employee be asked or required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.

ARTICLE 100.5A--SECURITY (Department of Education)

Section 1. The Agency shall establish procedures to immediately notify and safely evacuate employees from the worksite, whenever it is determined that there is a threat to personal safety, a hazard, or a disaster, including, but not limited to, shootings, bomb threats, fires and earthquakes. An evacuation plan shall be posted in each work area in a location clearly visible to employees.

Section 2. All staff will participate in annual security trainings. The security trainings will cover the following topics (but not limited to): evacuation plans, alternative evacuation plans and code words for all security systems in place.

Section 3. Once the Agency deems it necessary to evacuate from any work location, the Agency must determine the location is safe before instructing and/or allowing the employees to return to work. An employee or employees who refuse to return to work on the grounds that it is unsafe or might unduly endanger their health shall not be paid for lost time, unless the employee's claim is upheld. In no event shall a represented employee be required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.

REV: 2013

ARTICLE 100.5I--SECURITY (OHCS)
Section 1. The Agency agrees to provide a safe work area for employees covered by this Agreement.
Section 2. A procedure shall be established and followed in which all employees shall be immediately and safely evacuated in an orderly manner from any location in or near where such employees may be required to perform their employment.
Section 3. Once the Agency deems it necessary to evacuate from any work location, an Agency representative must determine the location is safe before instructing and/or allowing employees to return to work in that area. In no event shall a represented employee be asked or required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.
Section 4. Security arrangements shall be provided by the Agency in work areas where past Agency records clearly indicate a need for security arrangements.

ARTICLE 100.5W--SECURITY (Licensing Boards)
Section 1. The Agency shall establish procedures to immediately and safely evacuate employees from the worksite whenever it is determined that there is a threat to personal safety, a hazard, or a disaster. An evacuation plan shall be posted in each work area in a location clearly visible to employees.
Section 2. Once the Agency deems it necessary to evacuate from any work location, the Agency must determine the location is safe before instructing and/or allowing employees to return to work. An employee or employees who refuse to return to work on the grounds that it is unsafe or might unduly endanger their health shall not be paid for lost time, unless the employee's claim is upheld. In no event shall a represented employee be required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.
Section 3. Security arrangements shall be provided by the Agency in work areas where past records clearly indicate a need for security arrangements. These arrangements may include, but not be limited to, the use of Security Guards.

ARTICLE 101--SAFETY AND HEALTH
Section 1. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).
Section 2. The Agency agrees to comply with the provisions of OAR 437-002-0161 Subdivision K, Medical Services and First Aid. The Agency shall provide first aid kits in all work areas which include the items listed in Oregon Occupational Health Rules. These kits shall be inspected periodically to insure their completeness.
Section 3. If an employee claims that an assigned job, vehicle, or equipment is unsafe or might endanger their health, and for that reason refuses to do the job or use the vehicle or equipment, the employee shall immediately give specific reason(s) in writing to their supervisor. If disputing the employee's claim, the supervisor will request an immediate determination by the Agency Safety Officer, or if none is available, by Oregon Occupational Safety and Health Administration (OROSHA) of the Department of Consumer & Business Services, as to whether the job, vehicle or equipment is safe or unsafe. The supervisor will inform the employee of the disposition of the claim.
Section 4. Pending the disposition of the claim, the employee shall be given another vehicle or equipment or other work. If no work is available, the employee shall be sent home. Time lost by the employee, as a result of refusal to perform work on the grounds that it is unsafe under Oregon Safe Employment Act standards, shall not be paid by the Agency unless the employee's claim is upheld by the Agency Safety Officer or the Department of Consumer & Business Services.
Section 5. As provided by ORS 656.202, if in the conduct of official duties an employee is exposed to serious communicable diseases or hazardous materials which would require immunizations or testing, or which result in an illness or disability, the employee should file a workers' compensation claim for costs associated with the exposure, illness or disability. Time for immunizations or testing for an employee who is exposed to a serious communicable disease on the job, and which is not covered by the employee's workers' compensation claim, shall be considered regular work activity. Immunizations or testing required by the Agency will be paid by the Agency without cost to the employee and without deduction from accrued sick leave. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted accrued sick leave for the time off from work required for the immunization or testing.
Section 6. Employees shall be informed of any toxic or hazardous materials in the workplace in accordance with OAR 437-002-0360 29 CFR 1910.1200.
Section 7. The Employer is committed to a violence-free work environment and will take appropriate measures to promote a safe work environment, pursuant to agency or the statewide Violence-Free Workplace Policy (50.010.02) whichever is appropriate.
Section 8. The Employer is committed to taking appropriate measures in creating and maintaining a professional workplace that is respectful, professional and free from inappropriate workplace behavior, pursuant to Agency or the statewide Maintaining a Professional Workplace Policy (50.010.03) whichever is appropriate. A complaint form to report violations of the applicable Agency Policy will be accessible to all employees both online and through the Agency's Human Resources Department. No employee shall be subject to retaliation for filing a complaint, providing a statement, or otherwise participating in the administration of this process.
Section 9. Where appropriate, the Agency will provide trauma training and critical-incident stress debriefing. If the Union believes that additional employees in their Agency need trauma training, the issue shall be addressed through Agency Labor/Management Committees. Annually, beginning January 1, 2014, Agencies will report the current positions receiving training, noting any added in the previous twelve (12) months, to the Statewide Safe and Healthy Workplaces Committee.
REV: 2013. 2015

ARTICLE 101T--SAFETY AND HEALTH (Temporary Employees)

Section 1. The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. The Employer is committed to taking appropriate measures in creating and maintaining a professional workplace that is respectful, professional and free from inappropriate workplace behavior, pursuant to Agency or the statewide Maintaining a Professional Workplace Policy (50.010.03) whichever is appropriate. A complaint form to report violations of the applicable Agency Policy will be accessible to all employees both online and through the Agency's Human Resources Department. No employee shall be subject to retaliation for filing a complaint, providing a statement, or otherwise participating in the administration of this process.

Section 3. Where appropriate, the Agency will provide trauma training and critical incident stress debriefing. If the Union believes that additional employees in their Agency need trauma training, the issue shall be addressed through Agency Labor/Management Committees. Annually, beginning January 1, 2014, Agencies will report the current positions receiving training, noting any added in the previous twelve (12) months, to the Statewide Safe and Healthy Workplaces Committee.

REV: 2013, 2015

ARTICLE 101.5I,W--SAFETY AND HEALTH (OHCS, Licensing Boards)

Section 1. Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer & Business Services. Such equipment, where provided, must be used. Protective clothing and safety devices shall remain the property of the Agency and shall be returned to the Agency upon termination of employment.

Section 2. At the discretion of the Union, a Union representative may accompany the Agency Safety Representative or the Department of Consumer & Business Services representative conducting the safety inspection.

Section 3. Medical Facilities. Space shall be designated to permit an ill or injured employee to lie down until disposition of need. Cots, beds, stretchers, or pads are acceptable for this purpose. Space shall not be used for a storage area or any other purpose that would make it unavailable for immediate use in rendering first aid care.

ARTICLE 101.5Q,V--SAFETY AND HEALTH (DCBS, WCB)

Section 1. Medical monitoring will be provided to employees who have potential for contact with toxic and/or harmful substances in accordance with the Department's internal management directive on medical monitoring. The directive shall not be changed during the life of this Agreement unless the Agency can identify a legitimate operational need.

Section 2. The Agency shall provide adequate two-way communications equipment and suitable state-owned vehicles (subject to budgetary constraints and equipment availability) for any safety or health professional who may be required to travel to locations not readily accessible to a physician or ambulance with Emergency Medical Technicians (thirty (30) minutes travel time). When travel on open terrain or unmaintained roads is required four-wheel drive vehicles shall be provided. This shall not be interpreted to mean that an employee is prohibited from providing their own four-wheel drive vehicle if the employee so chooses. The employee who chooses to provide their own vehicle shall pay for the expense of removal and reinstallation of two-way communications equipment if they choose to change vehicles prior to normal replacement mileage.

ARTICLE 103.5--SENSITIVE AND DIFFICULT CLIENTS (Special Agencies Coalition Except OHCS, Licensing Boards)

Section 1. When an employee is required to be in contact with sensitive or difficult clients, or clients with known severe medical disorders, and the employee suffers any form of abuse or harassment from the clients, the employee shall immediately report the incident to their supervisor. In the absence of the supervisor, the incident shall be immediately reported to the next higher level supervisor. The supervisor shall take appropriate action immediately to aid and insure the safety of the employee.

Section 2. An employee who is required to be in contact with a client who the employee reasonably believes poses a risk of engaging in violent or dangerous behavior may express their safety-related concerns to their supervisor. The supervisor and the employee shall then meet and confer about the employee's concerns. If the risk is significant, the supervisor and the employee shall develop a plan to address the employee's safety-related concerns.

ARTICLE 103.5I--SENSITIVE AND DIFFICULT CLIENTS (OHCS)

Section 1. When an employee is required to be in contact with sensitive or difficult clients, or clients with known severe medical disorders, and the employee suffers any form of abuse or harassment from the clients, the employee shall immediately report the incident to their supervisor. In the absence of the supervisor, the incident shall be immediately reported to the next higher level supervisor. The supervisor shall take appropriate action immediately to aid and insure the safety of the employee.

Section 2. An employee who is required to be in contact with a client who the employee reasonably believes poses a risk of engaging in violent or dangerous behavior may express their safety-related concerns to their supervisor. The supervisor and the employee shall then meet and confer about the employee's concerns. If the risk is significant, the supervisor and the employee shall develop a plan to address the employee's safety-related concerns. The plan may include an incident report created by the employee and the supervisor. The incident report will be filed in an incident report binder which will be accessible to employees whose duties involve contact with Agency sensitive and difficult clients. The incident report shall be limited to the following information: a description of the incident, the risk(s) posed to the employee by the incident, and the safety plan developed by the employee and the supervisor.

ARTICLE 103.5W--SENSITIVE AND DIFFICULT CLIENTS (Licensing Boards)

Section 1. An employee who is required to be in contact with sensitive or difficult clients, clients with severe mental disorders, or other persons related to the case who have potential for violent or dangerous actions, may express their concerns to the supervisor. The supervisor and the employee will assess the client's past history and potential for violent or dangerous actions. If the supervisor and employee find some indication that the client could become violent or dangerous, the supervisor and employee will develop a plan of working with the client which provides reasonable protection for the employee.

Section 2. All employees who are required to be in contact with clients who are deemed sensitive, difficult, violent, or who have severe mental disorders, shall be informed of such problems in advance of contact with the client, if a prior history of difficulty has been documented in the case record or information was received from an outside source.

Section 3. When a problem of abuse or harassment by a client has occurred, the employee shall immediately report the incident to their supervisor. In the absence of the supervisor, the incident shall be reported immediately to the next higher level supervisor. The supervisor shall take appropriate action to aid and insure the safety of the employee.

ARTICLE 106--LABOR-MANAGEMENT COMMITTEES

Section 1. To facilitate communication between the Parties, joint Labor-Management Committees may be established at the Agency level by mutual agreement of the Union and the Agency Administrator and the Department of Administrative Services. The Committees shall take steps to ensure consistency with the Collective Bargaining Agreement.

The Committees shall be on a meet-and-confer basis only and shall not be construed as having the authority nor entitlement to negotiate. The Committees shall have no power to contravene any provision of the Collective Bargaining Agreement, nor to enter into any agreements binding on the Parties to this Agreement or resolve issues or disputes surrounding the implementation of the Contract. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been signed by the Labor Relations Unit and the Executive Director of the SEIU Local 503, OPEU.

No discussion or review of any matter by the committees shall forfeit or affect the time frames related to the grievance procedure. Matters that should be resolved through the grievance and arbitration procedure shall be handled pursuant to that procedure.

At the conclusion of each fiscal year, the Parties shall discuss the concept of Labor-Management Committees and whether they should be modified, continued, or discontinued.

Section 2. Composition. Any Agency Committee shall be composed of three (3) employee members appointed by the Union and three (3) members of management unless mutually agreed otherwise. An Agency and the Union may mutually agree to establish joint subcommittees.

Staff representatives of the Labor Relations Unit and the SEIU Local 503, OPEU may render assistance to a committee in procedural and substantive issues as necessary to fulfill the objectives of this Article and may participate in such meetings.

Section 3. Meeting Schedule. Committees shall meet when necessary, but not more than once each calendar quarter, unless mutually agreed otherwise.

Section 4. Pay Status.

(a) Agency employees appointed to the Agency Committee shall be in pay status, during time spent in Committee meetings, as well as travel from their worksite to the meeting and back, unless prior authorized to initiate travel from home. Time spent outside of the employees' scheduled working hours will be unpaid. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked. By mutual agreement, subject to the operating needs of the Agency, employees may attend meetings in person, via telephone or videoconferencing. The Union will be responsible for all other employee expenses related to lodging and/or travel.

(b) Agencies, upon request, will adjust their current scheduled time of the Agency's Statewide Labor-Management Committee meeting by up to thirty (30) minutes so the Union Committee members can meet prior to the commencement of the joint meeting. This language shall not preclude the Agencies from granting more than thirty (30) minutes preparation time or from granting preparation time for regional committees.

(c) Upon mutual agreement, the parties will identify and use available resources to provide joint training about the intent and conduct of Labor-Management Committees for the Agency's Statewide Labor-Management Committee. This training will be on paid work time if provided during the employee's regular work schedule, or if the Employer approves a work schedule change, including shift trades, without penalty payment pursuant to Article 40–Penalty Pay. The Parties will jointly coordinate the training to jointly determine the curriculum.

(d) Employees are expected to timely report back to their worksite following the end of the meeting and related travel time. Otherwise, employees may temporarily adjust their schedule or request time off as long as such request is made in advance and approved by their immediate supervisor or designee.

(e) The UBP code should be used to record the time taken pursuant to this article.

ARTICLE 106.5A--LABOR-MANAGEMENT MEETINGS (Education, OSD)

Section 1. It is recognized that the Oregon Department of Education consists of multiple divisions and worksites. The Agency and the Union agree that early resolution of employees' concerns and workplace issues at the lowest possible level is mutually beneficial. Therefore, the Union and the Agency shall establish one (1) central Labor-Management Committee as outlined in Article 106--Labor-Management Committees.

Section 2. Sub-Committees. The Department and the Union may mutually agree to establish joint sub-committees to improve labor-management relationships, work processes, efficiencies, and client service delivery. Requests to establish joint sub-committees shall not be arbitrarily denied by the Union or management. Such joint sub-committees shall be:

(a) Composed of an equal number of members appointed by the Union and by management unless mutually agreed otherwise,
(b) Accountable and report to the central Labor-Management Committee to determine whether they should be modified, continued or discontinued, and
(c) Subject to the provisions of Article 106--Labor-Management Committees.

NEW: 2019

ARTICLE 106.5Q--LABOR-MANAGEMENT MEETINGS (DCBS)

The Agency and the Union agree that early resolution of employees' concerns is mutually beneficial. Therefore, upon written request identifying a specific concern from a group of represented employees, the division administrator or designee will promptly schedule a meeting to confer with the employees. The meeting will be scheduled during or outside normal duty hours at the option of management. If the group exceeds five (5), representatives may be designated to meet with the administrator or designee. The group or a representative of the group will be informed of the results of the meeting. This meeting will not in any way be construed as a grievance.

ARTICLE 107--JOB PROTECTION FOR ON-THE-JOB ILLNESS OR INJURY

Section 1. The State and the Union agree to jointly work to reduce the incidence of on-the-job injuries through health and safety programs and to reduce the unemployment and costs associated with on-the-job injuries through a combination of light-duty assignments, worksite modification programs, and expanded return-to-work opportunities.

Each state Agency agrees to meet annually with select representatives from the Union on paid time to review the frequency and type of on-the-job injuries sustained in the Agency, status of worksite modification requests, and to mutually develop training programs to reduce the incidence of work-related injuries. Ultimate decisions on training programs and costs are the prerogative of management. However, the State commits to provide existing resources to develop and staff such programs.

Section 2. An employee who has sustained a compensable injury or illness shall be reinstated to their former employment or employment of the employee's choice within the Agency, which the Agency has determined is available and suitable upon demand for such reinstatement, provided that the employee is not disabled from performing the duties of such employment. If a position is not available and suitable within the Agency, the employee will be provided employment in another Agency, provided a vacant position exists where the returning worker meets the minimum qualifications and special requirements and the position is intended to be filled.

Any worker, whether covered by this Agreement at the time of injury or not, will be eligible for placement into Agencies covered herein after all filling of vacancies provisions of this Agreement have been completed. Temporary reassignments across bargaining unit lines will not impact representation status.

The State will comply with applicable statutes in administering this Article.

Section 3. Certification of a duly licensed physician that the physician approved the employee's return to their regular employment shall be prima facie evidence that the employee should be able to perform such duties.

Section 4. Upon request of the Agency, an employee shall furnish a certificate as defined in Section 3, concerning their condition and expectation for a date of return to active employment. Any employee who has been released for return to active employment must immediately, but no later than the seventh (7th) calendar day following the date the worker is notified by the insurer or self-insured employer by certified mail that the worker's attending physician has released the worker for employment, notify in writing their supervisor, personnel officer, or someone in management who has authority to act on this demand, of their status and that they are available to return to work. Extenuating circumstances may extend the requirement for timely notice. An employee who fails to provide timely written notice of their status shall be considered to have voluntarily terminated their employment.

Employees released by their physician for light or limited duty are eligible for modified work consistent with the physician's certification of the worker's capabilities, the Agency's ability to construct duties and availability of work. However, to be eligible for possible light duty or modified work, the employee must, where reasonable to do so, keep in regular contact with the Employer beginning with the day following the injury or illness. This assignment of work is temporary and is established through discussions with the physician as to the prognosis of when the employee will be able to return to their full range of duties.

Since duties will be tailored based on a physician's statement of types of light or limited duties the injured employee can do, these duties may overlap various state classifications and may change the essential duties performed by other employees who will suffer no economic detriment due to these temporary work changes. All reasonable efforts will be made to avoid disruption to existing staff, e.g., filling usable vacancies prior to altering the duties of incumbents.

This is a temporary, modified return-to-work plan, to be reviewed every thirty (30) days and may be terminated when warranted by physicians' statements or light duty is no longer required or can no longer be made available. The return of injured workers shall be exempt from Article 45. Concerning the injured worker, light duty assignments can be made without regard to the requirements of Article 26, Section 10, and Articles 80, 81, 85, and 90, and including all coalition language within these Articles, except where specific work assignments have been designated for return of injured workers.

Although duties of non-injured staff may be temporarily (not to exceed six (6) months) changed, such change may not give rise to a claim under the Articles listed above. However, days off and shifts of permanent full-time employees shall not be affected by this program.

Section 5. The Employer will cooperate with the Workers' Compensation Program in the modification of work or work stations in order to accommodate employees permanently disabled as a result of a work-related injury or illness.

Section 6. When an employee is injured on the job and suffers time loss greater than fifteen (15) days, the Employer shall refer the employee to appropriate sources for explanation of their rights and obligations related to medical, retirement, and Workers' Compensation benefits. A letter to the employee's last address of record shall constitute proper referral.
Section 7. All reassignments under this Article will be made in a manner to keep the injured employee at or near their official place of employment. No reassignments under this Article will require such employee to travel more than thirty-five (35) miles or the distance of their regular commute, whichever is greater.

REV: 2019

ARTICLE 108--VIDEO DISPLAY TERMINALS

Section 1. Whenever any new piece of VDT equipment is purchased from outside of State government, the Agency will follow the Department of Consumer & Business Services guidelines on VDTs as they pertain to that piece of equipment. When an Agency buys used equipment, then it will make every effort to comply with Department of Consumer & Business Services guidelines. If it is not able to do so, then any Union Steward, upon identification and submission of a VDT safety practice problem, may request and shall be scheduled to meet with the appropriate management representative to review the specific safety concerns.

Glare screens will be provided upon request. The Employer will provide safe operation instructions when new equipment is installed. VDTs will be cleaned and inspected as needed to ensure proper operation.
Section 2. The Agency will inform employees if it is using computer monitoring. Notice will include what is being monitored and its intended use.
Section 3. The Agency will not use subliminal software.
Section 4. The Employer and the Union agree that employees who are assigned full-time to continuously operate video display terminals (VDT) or cathode ray tubes (CRT) can be more productive if provided short periods of assignment to other duties throughout the workshift. Subject to operational needs, managers will arrange other work assignments so as to provide ten (10) minutes of relief for each hour worked at a VDT or CRT.
Section 5. Upon request, employees who operate a VDT or CRT shall be provided available wrist rests for trial usage. If the wrist rest is determined to be beneficial a permanent wrist rest will be assigned to the station.

ARTICLE 121--EDUCATION, TRAINING, AND DEVELOPMENT

The Agency agrees to offer on an on-going basis to employees, the training program developed by Oregon OSHA entitled "Violence in the Workplace," or some other suitable Agency program, as determined by the Agency.

Employees authorized to attend the training during their scheduled shift will be on paid release time not to include overtime.

REV: 2013

ARTICLE 121T--EDUCATION, TRAINING, AND DEVELOPMENT (Temporary Employees)

Mandated training time is considered work time.

ARTICLE 121.5--EDUCATION, TRAINING, AND DEVELOPMENT (Special Agencies Coalition except OHCS, Licensing Boards)

Section 1. The Employer shall make every reasonable effort to promote the continuing education, training, and upgrading of employees in areas that are job-related. Furthermore, the Employer shall make every reasonable effort to meet personnel needs through career development to prepare for career advancement. Employees may request or be directed to participate in job-related training, career development, or educational programs for the purposes of enhancing job functionality or career development.
Section 2. Employees who are directed in writing to attend educational courses or training sessions shall have all tuition costs paid and books provided by the Agency. Time spent actually attending such courses or sessions pursuant to the Agency's direction shall be counted as hours worked. Eligibility for travel allowances and reimbursements related to attendance at such courses or sessions shall be determined pursuant to Article 36, Travel Policy. Whether or not travel time to and from such courses or sessions is considered work time will be governed by applicable Fair Labor Standards Act Regulations.
Section 3. When education and training is requested by an employee and approved in writing by management, the Agency may provide books and pay part or all of the tuition costs. Criteria used to approve, deny, or rescind the approval of training or education shall include Agency priorities, operating requirements, and budgetary constraints.
Section 4. When an employee voluntarily requests training, education, etc., that is not job or career development related, regardless of whether the Agency agrees to pay for all or part of the expenses associated with such training, time spent in this training will not count as time worked for any purpose including overtime.
Section 5. When in the judgment of management it is in the best interest of the State and is consistent with the operating requirements and budgetary constraints of the Agency, the Agency will provide:
(a) Developmental assignments and job rotation assignments for employees;
(b) Training for employees for the purpose of upward mobility and job enrichment.
Section 6. Employees participating in developmental assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (SEIU Local 503, OPEU) status of their permanent positions while on the assignments and return to their permanent positions on completion of the assignment. Employees participating in developmental on-the-job rotation assignments will continue to receive compensation at the rate of their permanent position

and shall continue to receive credit toward length of service pursuant to Article 26, Section 10(b), such employees will be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work.
Section 7. An employee who is underfilling a position shall be informed in writing at the time of the assignment that they are an underfill and of 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 of the position, including items specified in writing at the time of assignment, the employee shall be reclassified, pursuant to Article 81, Section 2(d), paragraph 1.
(See also Special Agencies Coalition Letter of Agreement 121.5A-17-296 in Appendix A.)

REV: 2015

ARTICLE 121.5I--EDUCATION, TRAINING, AND DEVELOPMENT (OHCS)
Section 1. Employees who are directed in writing to attend educational courses or training sessions shall have all tuition costs paid and books provided by the Agency. Time spent actually attending such courses or sessions pursuant to the Agency's direction shall be counted as hours worked. Eligibility for travel allowances and reimbursements related to attendance at such courses or sessions shall be determined pursuant to Article 36--Travel Policy. Whether or not travel time to and from such courses or sessions is considered work time will be governed by applicable Fair Labor Standards Act Regulations.
Section 2. When education and training is requested by an employee and approved in writing by management, the Agency may provide books and pay part or all of the tuition costs. Criteria used to approve or deny training or education shall include but not be limited to Agency priorities, operating requirements, and budgetary constraints.
Section 3. When in the judgment of management it is in the best interest of the State and is consistent with the operating requirements and budgetary constraints of the Agency, the Agency will provide:
(a) Developmental assignments and job rotation assignments for employees;
(b) Training for employees for the purpose of upward mobility and job enrichment.
Section 4. Employees participating in developmental assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (SEIU Local 503, OPEU) status of their permanent positions while on the assignments and return to their permanent positions on completion of the assignment. Employees participating in developmental on-the-job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to receive credit toward length of service pursuant to Article 26, Section 10(b). Such employees will be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work.
Section 5. An employee who is underfilling a position shall be informed in writing at the time of the assignment that they are an underfill and of 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 of the position, including items specified in writing at the time of assignment, the employee shall be reclassified.
Section 6. Employees may need training to perform tasks required by the Agency as a result of an involuntary change in assignment or workload. Employees so identified by the Agency shall be afforded an opportunity to participate in job-related training upon approval of the Agency without loss of pay or benefits.

ARTICLE 121.5W--EDUCATION, TRAINING, AND DEVELOPMENT (Licensing Boards)
Section 1. Training. The Agency will pay incurred tuition/registration and allowable travel, per diem, and salary when the Agency directs employees to attend training. Employees may request Agency-sponsored training, and requests will be considered based on job/workload needs and on funding.
Section 2. Developmental Opportunities. The Agency may provide developmental assignments and job rotation assignments by written agreement for employees who volunteer. Employees volunteering for these assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (SEIU Local 503, OPEU) status of their permanent positions while on the assignment and return to their permanent positions on completion of the assignment. Employees participating in developmental and job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.
Section 3. Employees may be granted time off with pay to take job-related educational courses or training sessions.
Section 4. Agencies shall make available to any employee upon their request, classification specifications which contain the requirements and/or qualifications for any jobs within the Agency.
Section 5. Employees may need training to perform tasks required by the Agency as a result of an involuntary change in assignment or workload. Employees so identified by the Agency shall be afforded an opportunity to participate in job-related training upon approval of the Agency without loss of pay or benefits.

ARTICLE 122.5--UNIFORMS, PROTECTIVE CLOTHING (Special Agencies Coalition Except DCBS, WCB)
Section 1. Uniforms and protective clothing required by the Agency shall be provided by the Agency at no cost to the employee.
(a) Employees whose Agency requires the wearing of a uniform or protective clothing, including but not limited to gloves, coveralls, aprons, boots, and rain gear, shall be provided with such apparel by the Agency and such apparel shall be worn by employees when on their work assignment.
(b) The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Oregon Safe Employment Act. The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Agency. The Agency shall also provide required uniforms and/or protective clothing and/or protective devices for the type of industry being visited or inspected.

Section 2. Uniforms and protective clothing shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Color, type, and quality of uniforms and protective clothing shall be determined by the Agency following solicitation of input from the affected employees. Damage to uniforms and protective clothing judged by the Agency to need replacement shall be replaced by the Agency. Uniforms, protective clothing, or protective devices lost or damaged as a result of gross negligence of the employee shall be replaced by the employee. Uniforms, protective clothing, or protective devices may not be used for personal reasons.

Section 3. Safety shoes or boots and caulked boots required by the Agency must meet American National Standards Institute (ANSI) standards or provide equivalent protection. The Agency shall pay for or provide basic protective shoes or boots which are required by the Agency based on the employee's job assignment. The Agency shall reimburse the employee for caulked boots, safety shoes, or boots when a receipt is provided. If a price agreement is available for this equipment, the employee must use this agreement and the Agency shall be billed directly.

Section 4. Department of Administrative Services Only.

(a) For journey level employees in the Department of Administrative Services Motor Pools where the work is of such a nature that the tools of a trade are required by the official position description for efficient performance of the work, the tools shall be provided by the employee. Subject to prior authorization from management, an employee shall be reimbursed up to one thousand dollars ($1,000.00) per biennium, for receipted costs of upkeep/maintenance, replacement and/or updating of tools and tool boxes which the employee uses in the performance of their job. The employee shall be required to produce the worn or broken tool, or any other tool requiring maintenance or upkeep, for inspection by management to receive reimbursement. The Agency shall not be responsible to pay for broken or worn tools if such tools are covered under a guarantee or warranty and are repaired or replaced free of charge by the manufacturer or supplier. Specialty tools and equipment which fall outside the normal "tools of the trade" shall be provided by the Agency.

(b) For Employees Classified as Automotive Technician 1 and Employed at the Department of Administrative Services Motor Pool. Each employee in the classification of Mechanic 1 shall be reimbursed up to six hundred and fifty dollars ($650.00) per biennium, for the purchase of tools needed to perform in developmental assignments leading to the journey level.

(c) Automotive Technician 1 and Automotive Technician 2 Underfills. An employee who is underfilling a Mechanic 1 or Mechanic 2 position shall be eligible for the related tool reimbursement amount specified in Subsection (a) or (b).

REV: 2019

ARTICLE 122.5F--UNIFORMS, PROTECTIVE CLOTHING (Commission for the Blind)

Protective clothing, including but not limited to boots, gloves, and rain gear, shall be provided by the Agency for employees whose position requires working outdoors in severe weather conditions. Such apparel shall be worn by employees when on their work assignment.

REV: 2019

ARTICLE 122.5Q,V--UNIFORMS, PROTECTIVE CLOTHING (DCBS, WCB)

Section 1. Uniforms and protective clothing required by the Agency shall be provided by the Agency at no cost to the employee:

(a) Employees whose Agency requires the wearing of a uniform or protective clothing, including but not limited to gloves, coveralls, aprons, boots and rain gear, shall be provided with such apparel by the Agency and such apparel shall be worn by employees when on their work assignment.

(b) The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Oregon Safe Employment Act. The Agency shall provide to its employees all safety apparel and safety devices necessary to meet the requirements of the Agency. The Agency shall also provide required uniforms and/or protective clothing and/or protective devices for the type of industry being visited or inspected.

Section 2. Uniforms and protective clothing shall remain the property of the Agency and shall be returned to the Agency upon termination of employment. Color, type, and quality of uniforms and protective clothing shall be determined by the Agency. Damage to uniforms and protective clothing judged by the Agency to need replacement shall be replaced by the Agency. Uniforms, protective clothing, protective devices, equipment, or other state property lost or damaged as a result of gross negligence of the employee shall be replaced by the employee. Uniforms, protective clothing, or protective devices may not be used for personal reasons.

Section 3. Safety shoes or boots and caulked boots required by the Agency must meet American National Standards Institute (ANSI) standards or provide equivalent protection. The Agency shall pay for or provide basic protective shoes or boots which are required by the Agency based on the employee's job assignment. The Agency shall reimburse the employee for caulked boots, safety shoes, or boots when a receipt is provided. If a price agreement is available for this equipment, the employee must use this agreement and the Agency shall be billed directly.

Section 4. Where required for job responsibility and prior-authorized by the supervisor, safety glasses will be provided as follows:

(a) For employees who are required to wear prescription glasses at all times:

- Employee new to a position requiring safety glasses: If the new employee is required to wear safety glasses, the Agency will pay for basic safety frames and clear, untinted safety lenses which meet the American National Standards Institute (ANSI) standards, fitting, and dispensing fees.

- Other Employees: The Agency will pay for basic frames and clear, untinted safety lenses at intervals prescribed by the physician, excluding the cost of prescription examinations.

(b) For employees who are not required to wear prescription glasses at all times: The Agency will pay for or provide basic nonprescription safety glasses. Since these come in stocks similar to sunglasses, no fitting or dispensing fees would be incurred.

(c) If safety glasses are broken as a result of an on-the-job accident which is not the willful fault of the employee, they will be replaced as in (a) and (b) above.

Section 5. Extra equipment or Agency/division/section equipment for general use of personnel shall not be listed on an individual bargaining unit worker's inventory list.

REV: 2019

ARTICLE 123--INCLEMENT OR HAZARDOUS CONDITIONS

Section 1. Notifications.

(a) The Agency shall maintain a list of essential employees (employees who are required to report to work) for inclement conditions. Essential employees shall be notified of this designation no later than November 1 of each year or upon hire. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).

(b) Closures and curtailments will be announced through pre-designated sites, which may include internet websites, telephone trees, radio stations and/or television media. The Agency shall notify employees of these designated sites and post the notices on Agency bulletin boards by November 1 of each year.

(c) The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement or hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees no later than 5:00 a.m. Notifications do not apply to employees who are essential employees.

(d) Where the Employer/Agency has announced a delayed opening pursuant to Section 1(c), employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure.

Section 2. Employees who are required to report to work by the Employer/Agency shall be in leave without pay status if absent, unless otherwise on authorized leave. If an employee shows up within two (2) hours of their scheduled shift, subject to operating requirements and supervisory approval, they may make up the work time missed during the same workweek, provided work is available. For purposes of Article 58, an employee may use up to four (4) hours, as needed, of appropriate accrued leave to meet the eligibility requirements of Article 58, Section 3.

Section 3. Fair Labor Standards Act (FLSA) Non-Exempt Employees.

(a) When the Employer/Agency notifies employees not to report to work pursuant to Section 1, the following applies:

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

(2) A non-exempt employee arriving at work after the Employer/Agency has announced a closure or curtailment of operations shall be directed to leave work and shall not be paid for the remainder of the shift unless utilizing accrued leave as described above.

(3) In instances where an employee is not observed upon arrival and actually begins work at their workstation that employee shall be entitled to pay for all actual hours worked until sent home.

(4) If an employee's scheduled reporting time and their arrival is within two (2) hours of the notice of closure, they shall be paid for two (2) hours at the straight-time rate of pay.

(b) When the Employer/Agency fails to notify employees not to report to work, pursuant to Section 1, FLSA Non-Exempt employees who arrive to start their scheduled shift within two (2) hours of notice of closure shall be paid for two (2) hours at the straight time rate of pay.

Section 4. FLSA-Exempt Employees. Pursuant to the FLSA, an exempt employee shall be paid for the workshift. An FLSA-exempt employee may be required to use paid leave where the closure applies to that employee for one (1) or more full workweek(s).

Section 5. When in the judgment of the Employer/Agency, inclement or hazardous conditions require the closing of the workplace following the beginning of an employee's workshift, the employee shall be paid for the remainder of their workshift.

Section 6. Alternate Worksites. Employees may be assigned or authorized to report to work at alternative worksites or with prior approval from their supervisor may work from home and be paid for the time worked.

Section 7. Late or Unable to Report. Except as provided for in Section 2 of this Article, where the Agency remains open and an employee notifies their supervisors that they are unable to or will be late in reporting for work due to inclement or hazardous conditions, the employee shall use accrued vacation leave, compensatory time off, personal leave, or leave without pay.

Section 8. Employees on Pre-Scheduled Leave. If an employee is on pre-scheduled leave the day of inclement or hazardous conditions, the employee will be compensated according to the approved leave.

Section 9. Make-up Time Provisions. Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Section 3 and Section 7 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, compensatory time, or premium payments being charged to the Agency.

Section 10. Temporary Employees. Non-exempt employees will be unscheduled from work and FLSA-exempt temporary employees will be in paid status for closures less than one (1) full workweek and unscheduled from work for closures more

than one (1) full workweek under this Article unless the temporary appointment ends.
(See Letter of Agreement 123.00-18-311 in Appendix A.)

REV: 2019

ARTICLE 124.5--BUS DRIVERS (Special Agencies Coalition)

Physical examinations for bus drivers' licenses required by the Agency shall be provided by the Agency.

ARTICLE 125--TECHNOLOGICAL CHANGE/ RETRAINING

Section 1. Definition. Technological change is defined as a change in equipment, particularly of an electronic or mechanized nature, which may have the result of reducing the number of bargaining unit employees, reducing the required work hours of bargaining unit employees, and/or altering skill requirements for job positions within the bargaining unit.

Section 2. The Parties support technological advancement, recognizing that it is necessary to ensure an expanding economy. Similarly, the Parties recognize that job displacement, occupational shifts, and employee working conditions may be adversely affected by the introduction of new technology. To reconcile these conflicting realities, the Parties agree to the following:

(a) The Employer agrees to give the Union sufficient advance notice of anticipated technological changes which will have a substantial impact on the manner in which job duties of a significant number of employees are performed so that it can review such changes and evaluate the impact on bargaining unit members. With this notice, the Employer shall inform the Union of whether and to what extent it anticipates that the changes will displace employees, cause a reduction in work hours, cause a change in skill requirements, or result in the fragmentation of existing jobs.

(b) An ad hoc Union/Management Technological Change Committee, composed of three (3) persons from the Union and three (3) persons from management, shall be established for the purposes of reviewing the technological change and its impact on the working conditions of bargaining unit members.

(c) The Employer agrees to meet with the Union to discuss the Committee's findings and recommendations and it agrees to make every good faith effort to reduce the detrimental effects of technological change on bargaining unit members.

(d) Should a regular status employee become displaced, the Agency shall offer Subsection (1) or (2) under the following conditions:

  (1) Subject to funding, Agency needs, employee interests and ability, and scheduling, the Agency will provide retraining.

  (2) Should a regular status employee become displaced as a result of technological change, the Agency shall make a reasonable effort to place the affected employee into another position in the Agency or other Agencies in State government.

ARTICLE 130--PROFESSIONAL RECOGNITION

At the request of an employee who was the primary author of a manual, manuscript, or other similar major publication for which they would like to receive recognition, the Agency agrees to provide appropriate individual recognition on the manual, manuscript, or other similar major publication.

ARTICLE 132--CRIMINAL RECORDS CHECK

Section 1. Except as provided by Governor's executive order or state or federal law as implemented by Agency rule or policy, the Employer will not require a criminal records check on any current employee in their current position if the requirement was not in place when the employee was appointed to the position. Agencies will send Agency rules, policies, and subsequent changes to SEIU Headquarters. Upon notification, the Union may exercise its rights pursuant to Article 5 of this agreement as it applies to changes in Agency rule or policy implementing Governor's executive orders or state or federal laws regarding criminal records check requirements.

Section 2. Position Descriptions and Recruitment Announcements. If a criminal records check is required for a position, such requirement shall be included in the recruitment announcement. As a position description is revised, the requirement for a criminal records check shall be included, however this does not apply where all agency positions require a criminal records check.

Section 3. Determination in Current Position.

(a) If an employee is found to be unfit for their current position based on a new criminal records check and the Agency proceeds under Article 20, the employee retains all Article 20 rights.

(b) If a regular status employee is determined to be unfit for their current position based on a new requirement, then the employee shall be notified of the determination and upon request will be informed of the information from the criminal record used in the determination. The employee will be provided options, including layoff.

Section 4. Promotions, Transfers, and Voluntary Demotions. If through a promotion, transfer, or voluntary demotion process a criminal records check is required and an employee is found to be unfit, upon request, the employee will be informed of the information from the criminal record used in the determination.

The appointment to the position will not be delayed. Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures.

Section 5. Layoff/Recall.

(a) Layoff. In the event of a layoff, a criminal records check will not be required as a condition of employment, for displacing an employee from another job, bumping into another job, demotion to another job, or being recalled to a position, unless

(b) specified in the position description. If required, the employee will be notified before the criminal records check commences. Once notified, the employee can waive their right to that position and may displace the lowest seniority employee in a position where no criminal record check is required, pursuant to Article 70 and the prioritization of their option(s) as previously communicated to the Agency.

If all positions in the Agency require a criminal record check, this information will be included in the notification of pending layoff given the Agency is not required to reflect the criminal record check in the position description.

(c) Recall from Layoff. If in the recall process an employee is determined to be unfit for a position, upon request the employee will be informed of the information from the criminal record used in the determination. Any appointment to the recall position will be delayed until the conclusion of the meeting.

Section 6. Regardless of whether the fitness determination was based on an accurate or inaccurate criminal record, the employee may request a meeting to discuss the information from the criminal record used in the determination. Such discussion, if requested, shall be within five (5) working days of the notification. Upon the request of the employee, a Steward may accompany the employee during the meeting. In the event the fitness determination changes as a result of the information provided, the Agency will notify the employee in writing. If an employee is not satisfied with the results of the meeting, they may appeal the fitness determination as outlined in the Agency rule or policy.

Section 7. Fitness determinations based on information from the criminal record checks shall not be subject to the grievance/arbitration procedures, except as provided in Section 3(a).

Section 8. Information received as a result of a criminal records check shall be secured in a file separate from the employee's official personnel file. Destruction of the information received as a result of a criminal records check shall be consistent with state or federal law.

Section 9. Employees shall not be required to pay the Employer's/Agency's criminal records check fee(s) or Employer/Agency representation costs.

(See also Special Agencies Coalition Letters of Agreement 132.5E-19-373 & 132.5H-18-323 & 132.5N-17-299 in Appendix A.)

ARTICLE 133--DOMESTIC VIOLENCE, SEXUAL ASSAULT, STALKING OR HUMAN TRAFFICKING VICTIM LEAVE

Section 1. An employee is allowed to use accumulated leave or leave without pay if the employee or their dependent (including their adopted child, foster child or stepchild) is the victim of domestic violence, harassment, sexual assault, stalking, or human trafficking, as defined by ORS 659A.270.

Section 2. Pursuant to ORS 659A.283, eligible employees may take up to one-hundred and sixty (160) hours of leave with pay each calendar year. This leave with pay is in addition to any vacation, sick, personal business or other forms of paid or unpaid leave available to the eligible employee. However, an eligible employee must exhaust all other forms of paid leave before the employee may use the one-hundred and sixty (160) hours of paid leave.

Section 3. If certification is requested, the employee shall provide it to the Employer within a reasonable amount of time.

Section 4. An employee who claims to be aggrieved by an unlawful employment practice as specified in the policy may file a civil action under ORS 659A.885.

REV: 2015, 2019

ARTICLE 134--CRIME VICTIM LEAVE

If an employee or a member of their immediate family has suffered financial, social, psychological or physical harm, as a result of a person-to-person felony, they may take leave to attend a criminal proceeding, pursuant to State Policy (DAS, HRSD Statewide Policy 60.000.12). An employee who claims to be aggrieved by an unlawful employment practice as specified in the policy may file a civil action under ORS 659A.885.

REV: 2015

ARTICLE 135--WORK ENVIRONMENTS

To promote involvement of all employees in continuous improvement of State services, State agencies shall proactively solicit participation from affected employees pursuant to State Policy (DAS, HRSD Statewide Policy) 50.055.01 Continuous Improvement in State Service. The Labor/Management Committee, or alternate forums, may be used to facilitate advancement of ideas for efficiencies. This Article is not subject to the grievance procedure.

ARTICLE 136--CRITICAL INCIDENT LEAVE

Any employee who, during the performance of their work, is directly involved in an incident of on-duty violence, shall be allowed reasonable time off immediately after the incident to recover from any physical or psychological impairment or disability caused by the action. Directly involved means physically attacked or physically intervening in an attack of a staff member.

Such leave shall be charged against any accumulated time the employee has earned. The employee may decide the type of accumulated time against which this leave shall be charged.

However, where an employee is receiving compensation through Workers' Compensation or other victim compensation relief, such charges will be made on a pro-rata basis not to exceed the employee's regular salary.

Any period of time beyond one (1) day necessary for purposes of readjustment shall be determined by the employee's physician or mental health practitioner. The Employer may require the employee to see a practitioner of the Agency's choice in order to verify the employee's practitioner's opinion.

ARTICLE 137--RENT DEDUCTION

If an employee works in a position that requires the employee to live in Agency-assigned housing or if an employee chooses to live in Agency housing, and the Agency charges the employee rent for the housing, the Agency may deduct the rent directly from the employee's wages or salary.

NEW: 2019

ARTICLE 138--TELECOMMUTING AND TELEWORKING

An employee, where suitable, may apply in writing to telecommute or telework pursuant to the statewide Telecommuting and Teleworking Policy (50.050.01). In reviewing and determining whether the employee's application will be approved, a number of factors will be considered, including, but not limited to, the following:

(a) Whether the position is suitable for telecommuting or teleworking;

(b) If the employee consistently demonstrates work habits that are well-suited to teleworking or telecommuting, including but not limited to self-motivation, self-discipline, the ability to work independently, the ability to manage distractions, the ability to meet deadlines, and a demonstrated record of meeting established performance expectations;

(c) Whether approval or denial is a consistent application of the policy throughout the Agency; and

(d) Whether a telecommuting or teleworking arrangement will meet the Agency's business or operation needs or need of the Agency's customers.

Requests to telecommute or telework shall be considered in order of application and responded to within thirty (30) calendar days. No request to telecommute or telework shall be arbitrarily denied or rescinded. If a request is denied or rescinded, management shall specify the reason for denial or rescission in writing.

Every Agency will have a process in place for employees to request to telecommute or telework and will make that process available to all employees.

Any alleged violations of this Article may only proceed through Step 3 of the grievance procedure and are not arbitrable.

NEW: 2019

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LETTER OF AGREEMENT 15.00-19-359

Article 15--Parking

Commuting Committee

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to create a statewide joint labor-management committee to explore commuting costs, including, but not limited to bicycling, mass transit, and parking, ways to make commuting more affordable, and ways to incentivize commuters to explore environmentally friendly commuting options.

LETTER OF AGREEMENT 26.00-99-15

Article 26--Differential Pay

IS Specialist 3

This Agreement is between the State of Oregon, acting through the Department of Administrative Services, Human Resources Services Division (Employer) and the SEIU Local 503, OPEU (Union).

As an exception to Article 26, Section 5 of the Collective Bargaining Agreement, employees in the classification of Information Systems Specialist 3 shall be paid shift differential of one dollar ($1.00) per hour for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday.

This Agreement is effective through June 30, 2021.

LETTER OF AGREEMENT 26.00-15-278

Article 26--Differential Pay

Electrician 2 and 3 Shift Differential

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer) and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

This Letter of Agreement is intended to provide an exception to Article 26, Section 5(a) Shift Differential Eligibility, for Electrician 2's and 3's. Electrician 2's and 3's shall be eligible to receive a one dollar ($1.00) shift differential for each hour or major portion thereof (thirty (30) minutes or more), worked between 6:00 pm and 6:00 am and for each hour or major portion thereof worked on a Saturday or Sunday.

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

LETTER OF AGREEMENT 27.00-19-325

Article 27--Salary Increase

Pay Equity Adjustments

This Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Agencies covered by this Agreement (Agency) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to provide procedures to implement unscheduled pay equity adjustments consistent with Oregon law, and, to identify the appeal procedure to have Agency or Employer decisions concerning pay equity reviewed. This Letter of Agreement shall supersede LOA 27.00-18-310.

The Parties agree to the following:

1. Application to Current Employees: The Employer, an Agency Head or designee (with Chief Human Resource Office (CHRO) approval) may provide an unscheduled salary step increase to correct a pay inequity between employees who perform work of a comparable character and are similarly-situated based on relevant factors, identified in Oregon Revised Statute [ORS 652.220(2)], by which individual employees may be compensated differently. Unscheduled salary step increases may be initiated by any of the following processes:

   (a) Periodic statewide equal pay analysis process (to take place at least every three (3) years;

   (b) Employee request, and,

   (c) Agency identified inequity.

2. Application to Returning Employees (including but not limited to reemployment and return from layoff): When the Agency identifies a pay inequity between employees in the same classification who perform work of a comparable character, an Agency Head or designee shall offer a greater rate of pay then prescribed in Article 29 – Salary Administration.

3. If an Agency seeks to grant an unscheduled salary step increase to an employee, the Agency shall first forward the recommendation to CHRO, Classification and Compensation for review and analysis. The CHRO shall approve or disapprove the Agency recommendation and shall provide a written response back to the Agency. If approved, the Agency shall take action to implement the pay equity adjustment.

4. An employee may request a pay equity review by submitting a written request to the Agency Human Resource Department. The Agency Human Resource department shall review the merits of the request based on the relevant factors and issue a written decision within sixty (60) calendar days, unless otherwise mutually agreed to in writing.

5. Pay equity adjustments are generally effective on the date an employee made a written request to the Agency or the date the Agency submitted a request to DAS Classification and Compensation, whichever is earlier.

6. In the Event an employee receives an unscheduled salary step adjustment for any of the reasons identified in Section 1, the employee's salary eligibility date shall remain the same.

7. Agencies and CHRO shall retain all documents pertaining to decisions involving pay equity.

8. If the employee meets with the Agency or Employer regarding pay equity, the employee may request and obtain Union representation.

9. Appeal Procedure- Agency-Level Pay Equity Decisions

   (a) If an employee wishes to appeal an Agency's pay equit6y decision, the employee, or Union on the employee's behalf, shall submit a completed Pay Equity Appeal Form to the Agency Head (or designee), as identified I the Collective Bargaining Agreement, within fifteen (15) calendar days of receipt of the Agency's decision. The Agency shall respond to the appeal within thirty (30) calendar days of receipt of the appeal. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.

   (b) If the employee disagrees with the Agency's decision the employee, or the Union on the employees' behalf, may submit a written appeal to the Department of Administrative Services Labor Relations Unit (LRU) fifteen (15) calendar days of receipt of the Agency's decision. The employee, or the Union on the employee's behalf, shall forward all written documents as part of the appeal. The employee shall identify what factors, as outlined above, the Agency did not properly consider. The Department of Administrative Services Labor Relations Unit (LRU) shall respond to the appeal in writing within thirty (30) calendar days.

   (c) Pay equity appeals are not subject to arbitration. However, nothing in this Agreement precludes the employee from submitting a claim to the Bureau of Labor and Industries (BOLI) in accordance with BOLI's administrative rules or pursing other legal recourse. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the decision under this Section.

   (d) For purposes of this Agreement only, the appeal process in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.

   (e) The Employer and Union may agree to extension of time in this Agreement upon mutual agreement in writing.

10. Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions

   (a) An employee, or the Union on behalf of an employee, may appeal the Employer's decision concerning the employee's salary that resulted from a statewide equal pay analysis. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.

   (b) An appeal of the Employers' equal pay analysis decision may be filed by sending a completed DAS Pay Equity Appeal Form via electronic mail to CHRO.CNC@Oregon.gov no later than 11:59 PM, PST on February 28, 2019. The Employer shall make a good faith effort to respond with a decision regarding the employee's appeal no later than June 30, 2019. Upon notice to the Union, the Employer may extend the June 30, 2019 deadline.

   (c) The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the Employer's decision under this Section.

   (d) Pay adjustments made as a result of accepted appeals shall be made retroactively to January 1, 2019.

   (e) To be eligible to file an appeal of the DAS statewide equal pay analysis decision an employee have been employed by a state executive branch agency as of December 31, 2017 and completed the equal pay analysis survey administered in calendar year 2018. Employees who do not meet these eligibility requirements may pursue an appeal through Section 9 of this Agreement.

(f) Employees at the top step of the salary range assigned to their job classification on or before January 1, 2019 are not eligible to file an appeal.

(g) The Employer shall notify an employee in writing of the outcome of the employee's appeal, including reasons for the decision.

(h) If the employee disagrees with the Employer's response, the employee may submit a claim to the Bureau of Labor and Industries or pursue other legal recourse. Pay equity appeals are not subject to arbitration.

(i) For purposes of this Agreement only, the appeal procedure in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.

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

LETTER OF AGREEMENT 27.00-19-333

Article 27--Salary Increase

PERS Diversion

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (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 upon signature and will sunset on June 30, 2021.

LETTER OF AGREEMENT 27.00-19-364

Article 27--Salary Increase

PERS Pick-up Transition

The purpose of the Letter of Agreement is to supersede LOA 27.00-17-295 to further address the PERS Pick-up Transition.

Section 1. Public Employees Retirement System ("PERS") Members
For purposes of this Article, a PERS participating member is an employee who has established membership in PERS (Tier 1, Tier 2, or OPSRP) and who is presently employed in a qualifying position.

Section 2. PERS Participating Members
Effective November 1, 2016, Compensation Plan salary rates for PERS participating members were increased by six and ninety-five hundredths percent (6.95%) and the State ceased "picking up" the six percent (6%) employee contribution under OAR 459-009-0200(2). The State will deduct from a PERS participating member's salary and make the six percent (6%) employee contribution to their PERS account or Individual Account Program ("IAP") account, as applicable, on behalf of such member, pursuant to a reduction of the member's compensation under ORS 238A.335(2)(a) and OAR 459-009-0200(3). No PERS participating member will have an option to receive any part of that six percent (6%) contribution directly, as cash or otherwise. The intent of the Parties is for the employee contributions described under this Section to qualify for treatment as employer contributions under Section 414(h)(2) of the Internal Revenue Code.

LETTER OF AGREEMENT 27.5A-03-73

Article 27.5A--Salary Increase

Coaching Pay Rates (Education including OSD)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Education (Agency) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to modify the pay rates for bargaining unit employees who perform coaching duties.

The Parties agree to the following:

1.

(a) When a bargaining unit employee performs extra duties as identified below outside their regular shift, the following rates shall be paid for the designated season in addition to the employee's base pay rate:

All Extracurricular Advisor Positions	$1740
Assistant Coach	$1589
Athletic Director	$2050
Coach	$2257
Middle School Sports Coordinator	$2950

(b) Employees shall be paid at the end of the season or the supervisor and employee may agree to a different payment schedule upon mutual agreement.

(c) Performance of coaching duties shall be on a voluntary basis.

(d) At the end of each sport's season, a calculation shall be made multiplying the number of hours each non-exempt coach or assistant coach worked by time and one-half (1½) the Oregon minimum wage rate. Should this calculation result in a figure higher than the Section 1(a) amount for any of the non-exempt coaches or assistant coaches, these coaches and/or assistant coaches shall be paid the difference as a lump sum (in addition to the amount owing under Section 1(a)).

2. This Agreement shall not establish a precedent or a duty to bargain any other differential for bargaining unit employees in the Agency or expand application of this differential to other bargaining unit employees.

3. This Agreement shall be effective through June 30, 2021.

LETTER OF AGREEMENT 31.00-11-226

Article 31--Insurance

Part-Time Employee Medical Premium Computation and Subsidy

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the State agencies under the jurisdiction of the SEIU Local 503, OPEU (Union). The purpose of this Letter is to clarify the employer's obligation for medical premium payments for employees working less than full-time.

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 medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For less than full-time employees who have at least eighty (80) paid regular hours in the month, the Employer will pay a monthly benefit insurance premium amount of the plan selected by the employee calculated per Article 31, Section 3 as follows:

a. Part-Time, Seasonal and Intermittent Employees Electing Part-Time 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 = State contribution.

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

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

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

LETTER OF AGREEMENT 31.00-13-248

Article 31--Insurance

PEBB Member Advisory Committee (PMAC)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and Services Employees International Union (SEIU or 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 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 the Union. Appointment to PMAC will be for a two (2) year period. Management will select one (1) management co-chair and labor will select one (1) labor co-chair.

3. The PMAC will meet at least once per calendar quarter.

4. The PMAC will provide advice on:

   a. Member engagement;

   b. Health and welfare strategies including the Health Engagement Model;

   c. Educating and engaging members as active leaders in their health.

5. PEBB is required to present updates to the PMAC about the progress towards its vision of better health, better care and affordable costs.

6. Participants on the Committee will be on paid status and shall be reimbursed for authorized travel expenses as per State Travel Policy. Agencies will not incur any overtime as a result of Committee meetings or travel.

This Agreement will sunset on June 30, 2021.

LETTER OF AGREEMENT 31.00-13-252

Article 31--Insurance

PEBB Projected Funding Composite Rate and COLA

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer) and the SEIU Local 503, OPEU (Union).

If the Collective Bargaining Agreement provides for a COLA with an effective date in the second 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.

LETTER OF AGREEMENT 36.5D-19-337

Article 36.5D--Travel Policy

Travel Policy Exemption Pay (OST)

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services, Labor Relations Unit, on behalf of the Oregon State Treasury and SEIU Local 503, OPEU.

As the Oregon State Treasury is excluded from the Department of Administrative Services, Oregon Accounting Manual Travel Policy (OAM #40.10.00 PO), Oregon State Treasury is also excluded from Article 36 of this Collective Bargaining Agreement and will follow their Agency Travel Policy. If the Agency Travel Policy changes, the Union shall be notified and given a copy of the new policy. In such a case as following the Agency Travel Policy becomes less advantageous than following OAM #40.10.00 PO, the Union and the State will meet to discuss whether or not to continue this LOA.

LETTER OF AGREEMENT 45.00-09-175

Article 45--Filling of Vacancies

Legislative Branch

This Letter of Agreement is entered into between the State of Oregon, acting by and through the Department of Administrative Services, Labor Relations Unit (Employer) on behalf of all Agencies identified in Article 1 and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to provide employees who have attained regular status in an SEIU-represented position and who, in the past, would have entered into job rotation agreements with the Legislative Branch, the ability to be reemployed by their former agency into their former classification in which they held regular status.

The Parties agree that Article 45 and all agency-specific coalition language found in Articles 45.1 through 45.5 does not apply to the reemployment of an Executive Branch employee who was employed by the Legislative Branch and then requests reemployment with the former Executive Branch Agency. Specifically, the Agency layoff list does not take precedence over this reemployment, and agencies are not required to comply with any agency-specific language regarding posting of vacancies.

The Parties further agree that the time worked for the Legislative Branch is considered state service for purposes of seniority.

This Agreement is effective until the expiration of the 2019-2021 Collective Bargaining Agreement, and may be extended by mutual agreement.

LETTER OF AGREEMENT 45.00-19-363

Article 45--Filling of Vacancies

Position Reassignment over Fifty (50) Miles

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

The Parties agree to the following:

When an employee's position is reassigned to a work location more than fifty (50) miles from their current work location, and the location change creates a hardship for the employee, the employee may elect to be "laid off". In this circumstance only, the employee shall have their separation listed as a layoff, but Article 70, Sections 1 through 8 shall not apply. The employee shall have their name place don both the Agency Layoff List and the Secondary Recall List for a period of two (2) years.

This Letter of Agreement will go into effect upon date of final signature and is effective through June 30, 2021.

LETTER OF AGREEMENT 51.00-19-334

Article 51--Limited Duration Appointment

Pilot Limited Duration Extension Process

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (Employer) and SEIU Local 503, OPEU (Union).

Purpose of the Agreement:

Article 51, Section 1 of the SEIU Collective Bargaining Agreement requires mutual agreement between the Employer and Union in order to extend limited duration appointments beyond two (2) years. Through this Letter of Agreement, the Employer and Union have agreed to pilot an alternate process for limited duration extensions statewide.

Specifically, the Parties agree to the following:

1. When an Agency needs to extend a limited duration appointment beyond two (2) years, they will provide written notice of the extension to the employee. The notice of extension will include:

    - the employee's name, email address and contact phone number;
    - the employee's classification;
    - the date the employee was originally appointed to the limited duration position;
    - the date the limited duration appointment is scheduled to end;
    - the reason for extension; and,
    - the date the limited duration appointment is being extended through.

2. A copy of the extension shall be forwarded to SEIU Local 503 and the CHRO Labor Relations Unit (LRU@oregon.gov).

This Letter of Agreement will go into effect upon date of final signature through June 30, 2021.

LETTER OF AGREEMENT 61.5A-15-254

Article 61.5A--Leave Without Pay

Unpaid Leave and Holiday Pay (Department of Education--OSD and YCEP)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Department of Education and SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to provide an exception to Article 61.5 for Department of Education employees working an academic year at the School for the Deaf (OSD) and in the Youth Corrections Education Program (YCEP) at Lord and Farrell schools.

Specifically, it is agreed that:

1. Employees working an academic year have the option of utilizing unpaid leave or paid leave on scheduled non-work days. Use of unpaid leave or paid leave must be in full shift increments, or their remaining leave balance if it equals less than a full shift, with the exception of #2 below.

2. Employees working an academic year may utilize unpaid leave in conjunction with paid leave in order to receive holiday pay per Article 58, Section 3 for the following holidays during the 2019-2021 Collective Bargaining Agreement: Christmas Day, New Year's Day and Thanksgiving Day.

3. Employees working an academic year will continue to be required to exhaust all vacation and compensatory time at the end of the academic year.

4. Employees will code the unpaid leave as "LV."

5. This Letter of Agreement will become effective upon date of final signature and is effective through the life of the CBA.

LETTER OF AGREEMENT 80.00-17-304

Article 80--Change in Classification Specifications

Cooks and Food Service Worker Classification Study

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union).

The purpose of this Agreement is to perform a classification study to assess the work assigned and currently being performed by employees in the classifications of:

(a) Cook 1 (9116)
(b) Cook 2 (9117)
(c) Food Service Worker 1 (9100)
(d) Food Service Worker 2 (9101)
(e) Food Service Worker 3 (9102)

The Parties agree to the following:

1. The Employer will perform a classification study on the above classifications by September 1, 2018.

2. The results of this classification study will be shared within thirty (30) days of completion with the Executive Director of SEIU Local 503.

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

LETTER OF AGREEMENT 80.00-19-336

Article 80--Change in Classification Specifications

Classification Study

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and the SEIU Local 503, OPEU (Union).

The Employer will conduct and complete classification studies on the following classifications:

Transporting Mental Health Aide
Automotive Technician
Automotive Technician 1
Automotive Technician 2
Mental Health Security Technician
Transportation Maintenance Coordinator 1
Transportation Maintenance Coordinator 2
Transportation Maintenance Specialist Entry
Transportation Maintenance Specialist 1
Transportation Maintenance Specialist 2

The classification studies listed above shall be completed during the 2019-2021 Agreement. The Parties will negotiate salary ranges and implementation language during the 2021-2023 negotiations.

LETTER OF AGREEMENT 90.5E-11-217

Article 90.5E--Work Schedules

Permanent Location Change (DAS)

When the Agency makes a permanent location change for a custodial position that is more than five (5) miles from the custodian's current job location, the Agency will follow Article 90.5E.

APPENDIX A – LETTERS OF AGREEMENT

LETTER OF AGREEMENT 121.5A-17-296

Article 121.5A--Education, Training and Development

ASLPI Testing (OSD)

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Department of Education (ODE or Agency), Oregon School for the Deaf (OSD) and SEIU Local 503, OPEU (Union).

OSD serves a wide variety of Deaf and Hard of Hearing students, residing in all parts of Oregon. Due to distance, many students qualify to reside in the dormitories during the school week. All adults with continuous daily direct contact with students, namely teachers, teaching assistants, dorm counselors and administrators over those staff, must have the requisite language skills to communicate fluently with our Deaf population of students and our Deaf staff for safety, health and instruction purposes.

Therefore, the Parties agree to the following:

1. In order to ensure the teachers, teaching assistants, dorm counselors and administration have the requisite language skills to communicate fluently, OSD will require all employees hired into these classifications to provide certification they are ASLPI Level 3 proficient. These employees will need to provide the certification to OSD within twelve (12) weeks of hire and are responsible for paying this initial testing cost.

2. Beginning April 2016, OSD will retest all employees every five (5) years from their initial test date. If employees do not meet the proficiency requirements in subsequent testing, the OSD will initiate the pre-dismissal process. OSD will be responsible for all retesting costs.

3. This Letter of Agreement is in effect through June 30, 2021.

LETTER OF AGREEMENT 123.00-18-311

Article 123--Inclement Weather/Hazardous Conditions Leave

Inclement Weather/Hazardous Conditions Leave

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union). This Letter of Agreement will supersede Article 123, Sections 3, 5, and 9.

This Letter of Agreement does not apply to:

- FLSA exempt employees.
- Employees designated by the Agency to report to work during a closure.
- Temporary employees.

When the Department of Administrative Services/Agency chooses to close or curtail an office or facility pursuant to Article 123, Section 1(a), one of the following options will be implemented:

Section 1. In the event of a curtailment (delayed opening), the employee shall be allowed to access inclement weather leave for up to one half (1/2) of their regular work day for up to forty (40) hours a biennium.

Section 2. Full Day Closure.

1. In the event of a full day closure, the employee may, with prior supervisory approval, work from home or alternate work location for at least one half (1/2) of their regular work day. The remainder of the employee's work day will be on inclement weather leave for up to forty (40) hours a biennium,

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 remainder of the employee's work day will be on inclement weather/hazardous conditions leave not to exceed forty (40) hours a biennium.

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, if 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 or already scheduled to work from an alternate location. Only employees who are scheduled to report to work at the location which is closed, the day of the closure, are eligible for any use of the inclement weather 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 a 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 and job share employees shall be granted such leave in a prorated amount of forty (40) hours per biennium based on the same percentage or fraction of FTE (full-time equivalent) they are hired to work.

9. Seasonal employees shall be granted a prorated amount of leave based on the amount of time anticipated they will work in the biennium at the time of hire. For example, if the employee is being hired for a six (6)-month equivalent FTE, they would receive ten (10) hours. The time will not be re-adjusted if the employee is hired into subsequent seasonal positions within the biennium or works longer than originally anticipated.

10. When, in the judgment of the Agency, inclement weather/hazardous conditions require the closing of an office or facility following the beginning of an employee's shift, the employee shall be paid for the remainder of the shift.

Section 3. Use of the inclement weather leave for either curtailments or full day closures shall not exceed a combined total of forty (40) hours per biennium.

This Letter of Agreement becomes effective upon signature and will sunset on June 30, 2021.

LETTER OF AGREEMENT 132.5E-19-373

Article 132.5E--Criminal Records Check

Criminal Background Checks (DAS)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services and the SEIU Local 503, OPEU (Union).

Based on requirements under IRS Publication 1075, the Tax Information Guidelines for Federal, State, and local agencies, current and future DAS employees who have badge access to areas that house Federal Tax Information (FTI) at any agency will need to be fingerprinted every ten (10) years.

Therefore, the Parties agree to the following:

Upon final signature of the LOA, DAS will initiate fingerprinting any DAS employees who have badge access to areas that house Federal Tax Information at any agency.

In the event a current DAS employee does not pass the criminal background check, the following will apply:

DAS will attempt to find a vacant position with the same salary range for the employee, dependent on the ability to meet the minimum qualifications for the position's classification and the ability to capably perform the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days. Additionally, DAS will determine if the failed criminal background check would cause the employee to be ineligible for the vacant position based on the nexus to the job.

If DAS is unable to provide the employee with a vacant position in the same salary range, DAS will continue to seek alternate vacant positions within the Agency at the next lower salary range, dependent on the ability of the employee to meet the minimum qualifications for the position's classification and the ability to capably perform the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days. Additionally, DAS will determine if the failed criminal background check would cause the employee to be ineligible for the vacant position based on the nexus to the job.

Employees who demote shall be placed on the applicable salary step in accordance with Article 29, Section 4.

DAS will first attempt to find vacancies in the employee's current geographic location.

If DAS is unable to find suitable, vacant position at the same or lower salary range through the process listed above, DAS will layoff the affected employee.

Employees who demote to lower level classifications, or those who are unable to secure a vacant positon and are laid off, will be placed on the Agency Layoff list and the Secondary Recall list in the classification they demoted from, or were laid off from, for a period of three (3) years. If recalled to their classification at DAS within that period, the employee must pass any required criminal background check in order to be offered a position.

This Agreement is intended to provide an exception to Article 132--Criminal Records Check and shall apply to this specific situation only.

This Letter of Agreement will become effective upon date of final signature and is effective through June 30, 2021.

LETTER OF AGREEMENT 132.5H-18-323

Article 132.5H--Criminal Records Check

Criminal Background Checks (DOJ)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) on behalf of the Oregon Department of Justice (DOJ), and the SEIU Local 503, OPEU (Union).

Based on requirements under IRS Publication 1075, the tax information guidelines for Federal, State and local agencies, current and future DOJ employees who access Federal Tax Information (FTI) will need to be fingerprinted every ten (10) years.

Therefore, the Parties agree to the following:

Upon final signature of the LOA, DOJ will initiate fingerprinting on all employees who access Federal Tax Information.

In the event a current DOJ employee does not pass the criminal background check, the following will apply:

1. If a regular status employee is determined to be unfit for their current position based on a criminal records check, the employee will be notified of the determination. DOJ will provide the name of the reporting Agency used in the determination of the employee.

2. DOJ will attempt to find a vacant position with the same salary range for the employee, dependent on the ability to meet the minimum qualifications for the position's classification and the ability to capably perform the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days.

3. If DOJ is unable to provide the employee with a vacant position in the same salary range, DOJ will continue to seek alternate vacant positions within the Agency at the next lower salary range, dependent on the ability of the employee to meet the minimum qualifications for the position's classification and the ability to capably perform the specific requirements of the position within a reasonable period of time. A reasonable period of time is defined as approximately thirty (30) calendar days.

4. Employees who demote shall be placed on the applicable salary step in accordance with Article 29, Section 4.

5. DOJ will first (1st) attempt to find vacancies in the employee's current geographic location.

6. If DOJ is unable to find a suitable, vacant position at the same or lower salary range through the process listed above, DOJ will lay off the affected employee.

7. Employees who demote to lower-level classifications, or those who are unable to secure a vacant position and are laid off, will be placed on the agency layoff list and the secondary recall list in the classification they demoted from for a period of three (3) years.

8. This Agreement is intended to provide an exception to Article 132—Criminal Records Check and shall apply to this specific situation only.

This Letter of Agreement will become effective upon date of final signature (September 04, 2018) and is effective through the life of the CBA.

LETTER OF AGREEMENT 132.5N-17-299

Article 132.5N--Criminal Records Check

Criminal Background Checks (DOR)

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) on behalf of the Oregon Department of Revenue (DOR), and the SEIU Local 503, OPEU (Union).

Based on requirements under Internal Revenue Service (IRS) Publication 1075, The Tax Information Security Guidelines for Federal, State and Local agencies, all Department of Revenue employees that access Federal Tax information, including current employees, will need to be fingerprinted and have a background check every ten (10) years.
Therefore, the Parties agree to the following:

Upon final signature of the LOA, DOR will agree to:

1. Publish the Criminal Background Check Policy and Procedure and make it available to all employees.

2. Begin conducting criminal background checks on all DOR employees.

3. Upon notification of the policy and procedure and intent to conduct criminal background checks, employees may notify Human Resources (HR) of any criminal history.

4. To adhere to any established policy and procedure when determining if a current employee is unfit as a result of the criminal background check.

In the event a current DOR employee is determined to be unfit for their DOR position as a result of the criminal background check, the following will apply:

1. If a regular status employee is determined to be unfit for their current position based on a criminal records check, the employee will be notified of the determination and will be informed of the information from the criminal record used in the determination. DOR will then layoff the affected employee and provide them with their appeal rights.

2. Employees who are laid off will be placed on the agency layoff list and the secondary recall list in the classification for a period of three (3) years. If recalled to their classification at DOR within that period, the employee must pass the criminal background check in order to be offered a position.

3. This Agreement is intended to provide an exception to Article 132—Criminal Records Check and will apply to this specific situation only.

This Letter of Agreement will become effective upon date of final signature and is effective through June 30, 2021.

LETTER OF AGREEMENT 00.00-99-48

CDL--Drug Testing

This Agreement is by and between the State of Oregon, through its Department of Administrative Services, hereinafter called the "Employer," on behalf of the Department of Transportation, Oregon Department of Forestry, Department of Education, Department of Administrative Services, Department of Agriculture, Oregon State Hospital, Parks and Recreation Department and Oregon Department of Fish & Wildlife, hereinafter called the "Agency" and the SEIU Local 503, OPEU hereinafter called the "Union."
The Parties agree to the following:

Section 1. Application.
This Agreement covers all SEIU Local 503, OPEU-represented employees who are required to possess a commercial driver 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 CDLs and applicable law.
Section 2. Term of Agreement.
This Agreement ends June 30, 2021 except as otherwise noted.
Section 3. Payment for Testing.
Agencies will pay for random, reasonable suspicion, post-accident and return to duty testing. If an employee wants additional tests conducted, the employee pays for the test. As used herein, a drug test may include both the initial test and confirmation of a single specimen.

Where an employee with a positive alcohol/drug test result is offered a last chance agreement by the Agency, which the employee signs, the Agency will pay for the first six (6) follow-up tests required by the certified substance abuse professional.
Section 4. Pre-Employment Testing.
A pre-employment 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, 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 employee moves into a position that requires a commercial driver license.
(e) Where an employee possesses a commercial driver license and receives a new assignment requiring the possession of a CDL yet does not change positions.
Section 5. Consequences of Positive Tests.
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 Suspicion 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;
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.
This Agreement does not waive employee rights under Part 382.505 as it applies to alcohol test results of 0.02 to 0.039.

The Parties acknowledge that an Agency, at its own discretion, may decide to offer a last chance agreement to an employee as an alternative to termination. However, nothing in the Master Agreement or this Agreement shall preclude an Agency from issuing a lesser form of discipline in conjunction with offering a last chance agreement. Last chance agreements will not include blood testing or additional follow-up testing not required by the certified substance abuse professional. The duration of a last chance agreement shall be for a period of five (5) years starting from the effective date of the last chance agreement. After the five (5) year period, the last chance agreement will be removed from the employee's personnel file.
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 will be terminated pursuant to the requirements of the 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. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the federal regulations.

Section 9. Status of Person on Return from Layoff and Seasonal Rehire. The consequences for 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.
   1. Alcohol test results of 0.04 or greater or a positive drug test. Upon notice from the employee, the Agency will consider that they exercise their one (1) right of refusal under the Agreement and continues on the list pursuant to the terms of the Agreement.
   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 employee will notify the Agency that they are exercising their one (1) right of refusal under the Agreement and will continue on the list pursuant to the terms of the Agreement.

(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 Authorized to Require Reasonable Suspicion Testing. In addition to supervisors, an SEIU Local 503, OPEU-represented employee may be assigned to require reasonable suspicion testing of an employee only when:

(a) The employee has been formally assigned in writing to perform the responsibilities of a management service position, and,
(b) The employee has been trained to determine "reasonable suspicion" in accordance with the Federal regulations covering alcohol and drug testing for commercial drivers.

Section 11. Requested Written Information.

(a) Upon request of the affected employee or Union representative, the Agency will provide to the affected employee or Union representative written verification of a positive drug test after the Agency receives such written verification of a positive drug test.
(b) The number of random drug tests conducted and the number of positive drug tests will be sent to the Union on a quarterly basis.
(c) Upon the Union's written request, the Agency will obtain from the State Contractor, the location of prior random drug testing for the previous calendar quarter for the Agency for which the Union seeks such information. The Union shall pay any costs associated with obtaining the information requested by the Union.

LETTER OF AGREEMENT 00.00-01-70

CDL--Drug Testing (Temporary Employees)

This Agreement is by and between the State of Oregon, through its Department of Administrative Services, hereinafter called the "Employer," on behalf of the Department of Transportation, Department of Forestry, Department of Education, Department of Administrative Services, Department of Agriculture, Oregon State Hospital, Parks and Recreation Department and Oregon Department of Fish & Wildlife, hereinafter called the "Agency" and the SEIU Local 503, OPEU, hereinafter called the "Union."

The Parties agree to the following:

Section 1. Application.

This Agreement covers all SEIU Local 503, OPEU-represented temporary employees who are required to possess a commercial driver 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 CDLs and applicable law.

Section 2. Term of Agreement.

This Agreement ends June 30, 2021 except as otherwise noted.

Section 3. Payment for Testing.

Agencies will pay for random, reasonable suspicion, post-accident and return to duty testing. If an employee wants additional tests conducted, the employee pays for the test. As used herein, a drug test may include both the initial test and confirmation of a single specimen.

Section 4. Pre-Employment Testing.

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

(a) All initial temporary appointments and/or subsequent temporary appointments to the Agency, unless the employee meets the requirements outlined in the regulations.
(b) Where an employee possesses a commercial driver license and receives a new assignment requiring the possession of a CDL.

Section 5. Consequences of Positive Tests.

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 Suspicion Tests.
   1. Temporarily assign the employee to non-safety-sensitive functions while awaiting the outcome of a requested split sample test;
   2. An employee shall be unscheduled while awaiting the outcome of a requested split sample test, if the Agency does not assign non-safety-sensitive functions;
   3. Terminate the temporary appointment.

(b) Pre-Employment Tests.
   1. In the case of pre-employment testing where the employee is moving from an assignment that does not require a CDL to an assignment that requires a CDL, an additional option is to rescind the appointment.
   2. In the case of initial or subsequent temporary appointments, the Agency shall rescind the offer of appointment.

Section 6. Agency Time.

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.

Section 7. Refusal to Test. A temporary employee's appointment will be terminated.

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. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the federal regulations.

Section 9. Employees Authorized to Require Reasonable Suspicion Testing. In addition to supervisors, an SEIU Local 503, OPEU-represented employee may be assigned to require reasonable suspicion testing of an employee only when:

(a) The employee has been formally assigned in writing to perform the responsibilities of a management service position; and,
(b) The employee has been trained to determine "reasonable suspicion" in accordance with the Federal regulations covering alcohol and drug testing for commercial drivers.

Section 10. Requested Written Information.

(a) Upon request of the affected employee or Union representative, the Agency will provide to the affected employee or Union representative written verification of a positive drug test after the Agency receives such written verification of a positive drug test.
(b) The number of random drug tests conducted and the number of positive drug tests will be sent to the Union on a quarterly basis.
(c) Upon the Union's written request, the Agency will obtain from the State Contractor, the location of prior random drug testing for the previous calendar quarter for the Agency for which the Union seeks such information. The Union shall pay any costs associated with obtaining the information requested by the Union.

LETTER OF AGREEMENT 00.00-15-269

Volunteer Firefighter Leave

Section 1. Subject to the operating needs of the Agency, management may approve the use of leave for employees to volunteer and respond to an emergency summons issued by the fire chief. An employee, at their option, may use authorized leave without pay or any accrued leave, other than sick leave. If requested by management, the employee shall provide a written statement from the chief of the employee's local fire department verifying the time, date and duration of the employee's volunteer activities.

Section 2. Subject to the operating needs of the Agency, management may authorize an employee who is not currently employed by the Oregon State Fire Marshal (OSFM) or the Oregon Department of Forestry (ODF) to participate in a fire event within Oregon at the request of the OSFM, the ODF, or the Governor. Participation may be approved for a period of no more than fourteen (14) consecutive days for each fire event. The employee may use accrued leave or leave without pay for the duration of the event. The Agency will not incur any additional costs. The employee, upon returning to duty at the Agency, will provide management with documented evidence of participation in the fire event.

LETTER OF AGREEMENT 00.00-18-317

Benefits Training Pilot

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS), Labor Relations Unit (Employer) and the SEIU Local 503, OPEU (Union).

The purpose of this Letter of Agreement is to initiate a pilot training project to be administered by the Union with the support of the Employer. The pilot project will train workers on the retirement and healthcare benefits they receive as State employees. The Employer and the Union recognize that it is mutually beneficial to have workers well-informed about the benefits they receive as union-represented state employees.

The Parties agree to the following:

1. The primary focus of the training pilot will be to train newly hired SEIU bargaining unit employees.

2. All SEIU bargaining unit employees, regardless of hire date, employees represented by other unions, and unrepresented employees will be allowed to attend trainings.

3. The Union will be responsible for administering the trainings and the Parties agree that union information may be shared with represented employees as part of the training.

4. Employees shall be in paid status to attend training(s), so long as the training occurs during their regularly scheduled hours.

5. The Employer agrees to advertise the trainings using Agency email lists and other appropriate communication methods.

6. Subject to the provisions outlined in Article 10, Section 3 and 4, the Union will be allowed to use State facilities for the trainings and Union staff will be allowed access to worksites to inform employees about the trainings.

7. The Employer will encourage all interested employees to attend the trainings via the methods outlined above and will make particular effort to encourage employees hired during the pilot project to attend.

8. Trainings may be offered throughout the State at the Union's discretion. If workers attend a training that is outside the city where they are working on the day of the training, their travel time to and from the training will not be in paid status.

9. The Union reserves the right to stop providing the trainings outlined in this Letter due to lack of resources or staffing available to provide the trainings.

This Letter of Agreement will remain in effect until such time as the trainings outlined in this Letter of Agreement are available to all SEIU-represented workers through a successor program.

LETTER OF AGREEMENT 00.00-19-349

Internet Usage Review (PERS)

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) and the SEIU Local 503, OPEU (Union).

The purpose of this agreement is to discuss and review concerns regarding the Agency's policies surrounding the use of the Internet for personal use during non-work time (lunches and breaks).

The Parties agree to the following:

1. The Labor-Management Committee (LMC) shall work collaboratively to discuss employee concerns surrounding the use of the Internet for personal use during non-work time (lunches and breaks).

2. The LMC shall meet no later than December 1, 2019.

3. The LMC shall review these concerns and/or issues along with the Agency's policies, and make appropriate recommendations to the Agency Director for consideration no later than March 31, 2020.

This agreement will expire on June 30, 2021, unless extended by mutual agreement.

LETTER OF AGREEMENT 00.00-19-361

Contract Specialist

This Letter of Agreement is entered into between the Department of Administrative Services (DAS) of the State of Oregon (Employer) and the SEIU Local 503, OPEU (Union).

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

The Parties agree to the following:

Section 1. Selection and Appointment of Contract Specialists:

a. Each Coalition will be allocated one (1) full-time equivalent (FTE) Contract Specialist for every two thousand (2,000) represented employees with a minimum of at least one (1) full-time equivalent (FTE) Contract Specialist(s).

b. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.

c. The duration of a Contract Specialist's assignment shall be mutually agreed upon by the Employer and Union.

d. The Parties shall establish an agreement for each Contract Specialist which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment and return to work.

e. Employees selected as Contract Specialists must maintain all necessary certifications, licensures and training requirements of their Agency position with costs and reimbursements, if applicable, governed under the Collective Bargaining Agreement.

f. In the event the Employer/Agency determines a Contract Specialist is potentially violating law or not complying with Employer/Agency policies or the Section 1(d) Agreement, the Agency shall immediately notify the Union. The Agency shall follow the provisions of Article 20 – Investigations, Discipline and Discharge, to initiate and complete their investigation. Before any Agency action is taken, the Union may remove the employee from the assigned worksite.

g. Upon return to service, the employee shall be returned to the same class and the same work location as held when the leave was approved. Where return to the employee's former position can be reasonably accommodated such return shall be made.

Section 2. 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 remain eligible for any pay or accrual increases

consistent with the Collective Bargaining Agreement. 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.

b. 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 Collective Bargaining Agreement.

c. Contract Specialists shall submit monthly timesheets, which shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified. Time missed due to any "on the job" injury is the responsibility of the Union.

d. Where the Union has a designated Contract Specialist, the Agency shall pay up to eighty-five thousand dollars ($85,000) a year for the Contract Specialist's base salary. Any salary costs above eighty-five thousand dollars ($85,000) a 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.

f. The Union and the State will meet prior to October 15, 2019 to determine the process for submitting timesheets for Contract Specialists' hours and paying for any overtime incurred.

Section 3. Travel and Reimbursements:

a. Time spent traveling on behalf of the Union shall be on Agency time. The Agency shall not be liable for overtime costs as a result of such travel.

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.

Section 4. Duties:

a. The Union, the Contract Specialist, DAS Labor Relations Unit, and Agency Human Resources staff shall work cooperatively when performing the following duties:
   1. Interpret and administer the Collective Bargaining Agreement.
   2. Education on the Collective Bargaining Agreement.
   3. Provide guidance in grievance and problem resolution.
   4. Improve steward capacity.
   5. Work toward consistent application of the Collective Bargaining Agreement.
   6. Provide guidance on developing and improving labor/management committees.
   7. Participate in new employee orientation as provided for in the Collective Bargaining Agreement.

b. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist.

c. The Contract Specialist shall not be assigned duties that involve strike preparation, strike planning, strike coordination activities, interest arbitration preparation and participation and other actions taken by the Union in a legal forum.

Dispute Resolution:

Notwithstanding any agreements that include a grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there is 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 the Parties agree to extend or amend its provisions to continue it.

LETTER OF AGREEMENT 00.00-19-362

State Worker Training Fund

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).

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 union 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) employee 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 Union.

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 Union's 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) pilots based on budget and plan.

LETTER OF AGREEMENT 00.00-19-368

Creating Healthy Worksites

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS) and the SEIU Local 503, OPEU (Union).

The Employer and the Union agree that mutual respect between and among managers, employees, temporary employees and volunteers is integral to the efficient conduct of the Employer's business. Behaviors that embarrass, humiliate, intimidate, disparage, demean, or show disrespect for another employee, a manager, a subordinate, a volunteer, a customer, a contractor, or a visitor, including abusive language or behavior, shall be appropriately addressed. Therefore, the Employer is committed to taking measures in creating and maintaining a professional workplace that is respectful, professional and free from inappropriate workplace behavior, pursuant to the statewide Maintaining a Professional Workplace Policy (50.010.03).

In order to create healthy worksites, the Employer and Union agree to the following:

1. In the event an Agency has an established internal complaint procedure, including an escalation process, the Agency will review and update the procedure, if necessary, with elected Union leadership and/or Labor Management Committees (LMC) by March 31, 2020. The mutually agreed upon procedure will then be shared with all Agency employees and will be included in new employee onboarding.
2. In the event an Agency does not have an established internal complaint procedure, including an escalation process, the Agency, in conjunction with elected Union leadership and/or LMCs, will develop a mutually agreed upon internal complaint procedure by March 31, 2020. Once created, the Agency internal complaint procedure will be shared with all Agency employees and will be included in new employee onboarding.
3. The Employer will update the statewide Maintaining a Professional Workplace Policy (50.010.03) to reflect reporting structures in the Discrimination Policy (50.010.01).
4. Once all Agencies have an internal complaint procedure in place, Article 101, Section 8 and Article 101T Section 2 will be deleted.

LETTER OF AGREEMENT 00.00-19-369

ADA Accommodations

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS), and the SEIU Local 503, OPEU (Union).

The Americans with Disabilities Act (ADA) is a federal civil rights statute in place to remove barriers that prevent qualified people with disabilities from enjoying the same employment opportunities available to people without disabilities. As the Employer and the Union are both committed to people receiving the accommodations they need to be a successful employee, the Employer agrees to ensure that information regarding the ADA and any Agency-specific procedures for requesting reasonable accommodations is readily accessible to employees via the Agency's bulletin boards and/or public or intranet website. If not already in place, Agencies agree to have the information accessible to employees by January 1, 2020.

In addition, Agencies will acknowledge in writing all written requests for accommodations made under policy 50.020.10 within seven (7) calendar days of receiving them.

APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES
SEIU LOCAL 503, OPEU – AS OF JULY 1, 2019

CLASS #	CLASS TITLE	SR	CLASS #	CLASS TITLE	SR
1215	Accountant 1	21	6268	Clinical Dietician	23
1216	Accountant 2	23	6823	Clinical Laboratory Scientist	24
1217	Accountant 3	27	6294	Clinical Psychologist 1	33
1218	Accountant 4	30	6295	Clinical Psychologist 2	35
0210	Accounting Technician 1	13	5902	Communicable Disease Analyst	22
0211	Accounting Technician 2	17	6614	Community Outreach Specialist	26
0212	Accounting Technician 3	19	5246	Compliance Specialist 1	21
6520	Activities Coordinator	19	5247	Compliance Specialist 2	25
1190	Actuary	29	5248	Compliance Specialist 3	29
1510	Administrative Law Judge 1	30	3265	Construction Inspector	27
1511	Administrative Law Judge 2	33	3267	Construction Project Manager 1	27
1512	Administrative Law Judge 3	37	3268	Construction Project Manager 2	30
0107	Administrative Specialist 1	17	3269	Construction Project Manager 3	32
0108	Administrative Specialist 2	20	9117	Cook	17
6616	Adult Protective Service Specialist	25	4103	Custodial Services Coordinator	13
2540	Aerial Photographer	24	4101	Custodian	10
8125	Agricultural Worker	05	1475	Data Entry Control Technician	12
8222	Aircraft Pilot	27	0501	Data Entry Operator	12
0725	Appraiser Analyst 1	18	6391	Dental Assistant 1	15
0726	Appraiser Analyst 2	25	6394	Dental Assistant 2	16
0727	Appraiser Analyst 3	28	6396	Dental Hygienist	29
0728	Appraiser Analyst 4	31	6270	Dietician 1	23
4280	Apprenticeship Representative	23	6271	Dietician 2	26
2204	Archivist 1	14	5926	Disability Analyst 1	23
2205	Archivist 2	18	5927	Disability Analyst 2	25
4417	Automotive Service Technician	14	5925	Disability Analyst/Entry	19
4418	Automotive Technician 1	19	6440	District Veterinarian	29
4419	Automotive Technician 2	23	5923	DOJ Claims Examiner	22
6296	Behavior/Vocational Specialist 1	20	6767	Dormitory Counselor 1	16
6297	Behavior/Vocational Specialist 2	23	6768	Dormitory Counselor 2	20
6531	Behavioral Health Specialist 1	24	6766	Dormitory Counselor Entry	12
6534	Behavioral Health Specialist 2	27	1161	Economist 1	23
6535	Behavioral Health Specialist 3	29	1162	Economist 2	27
8120	Biological Technician	16	1163	Economist 3	30
6698	Business & Employment Specialist 1	19	1164	Economist 4	33
6699	Business & Employment Specialist 2	21	2300	Education Program Specialist 1	30
5938	Cancer Registry Specialist	21	2301	Education Program Specialist 2	33
4003	Carpenter	22	4007	Electrician 1	22
6506	Certified Occupation Therapist Assistant	18	4008	Electrician 2	26
6680	Chaplain	24	4009	Electrician 3	28
3715	Chemist 1	24	2510	Electronic Publishing Design Specialist 1	17
3716	Chemist 2	26	2511	Electronic Publishing Design Specialist 2	22
3717	Chemist 3	29	2512	Electronic Publishing Design Specialist 3	24
5950	Child Nutrition Specialist	28	4050	Electronic Security Technician 1	24
5129	Child Support Case Manager	21	4051	Electronic Security Technician 2	26
5128	Child Support Case Manager Entry	19	6693	Employment Adjudicator	23
5132	Child Support Specialist	23	1543	Employment Appeals Board Legal Staff	29
3136	Civil Engineering Specialist 1	25	3105	Engineering Specialist 1	16
3137	Civil Engineering Specialist 2	27	3106	Engineering Specialist 2	21
3138	Civil Engineering Specialist 3	30	3107	Engineering Specialist 3	23
5240	Civil Rights Investigator 1	21	3109	Engineering Technician 1	15
5241	Civil Rights Investigator 2	26	3110	Engineering Technician 2	19
5207	Claims Representative 1	22	3111	Engineering Technician 3	21
5208	Claims Representative 2	24	3410	Environmental Engineer 1	25
6685	Client Care Surveyor	28	3411	Environmental Engineer 2	30

APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES
SEIU LOCAL 503, OPEU – AS OF JULY 1, 2019

CLASS #	CLASS TITLE	SR
3412	Environmental Engineer 3	33
3817	Environmental Health Specialist 1	19
3818	Environmental Health Specialist 2	24
3819	Environmental Health Specialist 3	28
3845	Environmental Program Coordinator 1	21
3846	Environmental Program Coordinator 2	23
6216	Epidemiologist 1	27
6217	Epidemiologist 2	30
6218	Epidemiologist 3	32
4422	Equipment Operator	21
0830	Executive Assistant	25
0118	Executive Support Specialist 1	17
0119	Executive Support Specialist 2	20
3769	Experimental Biology Aide	12
3251	Facilities Engineer 1	27
3252	Facilities Engineer 2	29
3253	Facilities Engineer 3	33
4032	Facility Energy Technician 1	16
4033	Facility Energy Technician 2	20
4034	Facility Energy Technician 3	24
4035	Facility Energy Technician 4	26
4012	Facility Maintenance Specialist	18
4014	Facility Operations Specialist 1	24
4015	Facility Operations Specialist 2	26
1547	Financial Enforcement Officer	32
5675	Financial Examiner 1	24
5676	Financial Examiner 2	27
5677	Financial Examiner 3	30
5235	Financial Investigator 1	26
1243	Fiscal Analyst 1	23
1244	Fiscal Analyst 2	27
1245	Fiscal Analyst 3	30
5641	Fiscal Auditor 1	23
5642	Fiscal Auditor 2	26
5640	Fiscal Auditor/Entry	18
8346	Fish and Wildlife Technical Coordinator	21
8341	Fish and Wildlife Technician	17
8340	Fish and Wildlife Technician Entry	13
8342	Fish and Wildlife Technician Senior	19
9102	Food Service Worker	13
8218	Forest Inmate Crew Coordinator	19
8253	Forest Lookout	11
8211	Forest Management Technician	16
8257	Forest Officer	23
8256	Forest Officer Entry	19
8201	Forestry Nursery Worker 1	07
8202	Forestry Nursery Worker 2	10
8203	Forestry Nursery Worker 3	14
4409	General Maintenance Mechanic	21
3521	Geologist 2	26
5645	Governmental Auditor (Entry)	20
5646	Governmental Auditor 1	24
5647	Governmental Auditor 2	26
5648	Governmental Auditor 3	29
4109	Grounds Maintenance Worker 1	14
4110	Grounds Maintenance Worker 2	17
6750	Group Life Coordinator 1	15
6751	Group Life Coordinator 2	19
6752	Group Life Coordinator 3	21
6725	Habilitative Training Technician 1	14A
6726	Habilitative Training Technician 2	15
6727	Habilitative Training Technician 3	17
9300	Hairdresser	14B
5911	Health Care Investigator/Advisor - Pay Option A	26
5911	Health Care Investigator/Advisor RN - Pay Option B	28N
5911	Health Care Investigator/Advisor Dental Hygenist - Pay Option C	28
5911	Health Care Investigator/Advisor Nurse Practitioner, Dentist - Pay Option D	30
5911	Health Care Investigator/Advisor Pharmacist - Pay Option E	39
0015	Health Information Specialist	18
6138	Health Services Technician	17
4437	Heavy Equipment Technician 1	23T
4438	Heavy Equipment Technician 2	26B
4436	Heavy Equipment Technician Entry	19
6605	Human Services Assistant 1	12
6606	Human Services Assistant 2	16
6630	Human Services Case Manager	21
6657	Human Services Specialist 1	15
6658	Human Services Specialist 2	17
6659	Human Services Specialist 3	19
6660	Human Services Specialist 4	22
4165	Incident Response Operations Specialist	20
5705	Industrial Hygienist 1	22
5706	Industrial Hygienist 2	27
5707	Industrial Hygienist 3	29
5708	Industrial Hygienist 4	31
1481	Information Systems Specialist 1	17
1482	Information Systems Specialist 2	21
1483	Information Systems Specialist 3	24
1484	Information Systems Specialist 4	25
1485	Information Systems Specialist 5	28
1486	Information Systems Specialist 6	29
1487	Information Systems Specialist 7	31
1488	Information Systems Specialist 8	33
6214	Institution Registered Nurse	28N
2319	Institution Teacher BA (See Appendix E)	24S
2320	Institution Teacher MA (See Appendix E)	26S
5748	Insurance Examiner	30
5747	Insurance Examiner Entry	26
5616	Internal Auditor 1	24
5617	Internal Auditor 2	28
5231	Investigator 1	19
5232	Investigator 2	23
5233	Investigator 3	26
1222	Investment Analyst 1	27
1223	Investment Analyst 2	30

APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES
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CLASS #	CLASS TITLE	SR
1224	Investment Analyst 3	33
1221	Investment Analyst Entry	23
6632	Juvenile Probation/Social Services Officer/Juvenile Correction Counselor	24
6810	Laboratory Technician 1	13
6811	Laboratory Technician 2	17
4116	Laborer/Student Worker	12
1520	Law Clerk	16
0110	Legal Secretary	18
2220	Librarian	26
6135	Licensed Practical Nurse	22S
5420	Livestock Brand Inspector	15
1001	Loan Specialist 1	23
1002	Loan Specialist 2	27
1003	Loan Specialist 3	30
4018	Machinist	26
4404	Mail Delivery Driver	15
0403	Mail Equipment Operator 1	12
0404	Mail Equipment Operator 2	15
0405	Mail Services Assistant	13
2304	Manual Arts Instructor	17
7538	Medical Consultant	39
6820	Medical Laboratory Technician 1	18
6821	Medical Laboratory Technician 2	20
5937	Medical Records Consultant	21
6210	Medical Review Coordinator	28N
0011	Medical Transcriptionist	14
6708	Mental Health Security Technician	17
6708	Mental Health Security Technician	17
6711	Mental Health Therapist 1	
	Non-Strikeable Unit	17
	Strikeable Unit	18S
6712	Mental Health Therapist 2	
	Non-Strikeable Unit	19
	Strikeable Unit	20S
6718	Mental Health Therapy Coordinator	
	Non-Strikeable Unit - Pay Option B	19
	Strikeable Unit	21S
6710	Mental Health Therapy Technician	
	Non-Strikeable Unit	15
	Strikeable Unit	16S
3779	Microbiologist 1	23
3780	Microbiologist 2	25
3781	Microbiologist 3	28
5857	Motor Carrier Enforcement Officer 1	21
5858	Motor Carrier Enforcement Officer 2	24
8501	Natural Resource Specialist 1	21
8502	Natural Resource Specialist 2	24
8503	Natural Resource Specialist 3 - Pay Option A	27
8503	Natural Resource Specialist 3	
	Hydrogeologist - Pay Option B	28
8504	Natural Resource Specialist 4 - Pay Option B	30
8504	Natural Resource Specialist 4	
	Hydrogeologist - Pay Option B	31
8504	Natural Resource Specialist 4	
	Toxicologist - Pay Option C	31
8504	Natural Resource Specialist 4	
	Registered Sanitarian - Pay Option D	31
8505	Natural Resource Specialist 5 - Pay Option A	32
8505	Natural Resource Specialist 5	
	Hydrogeologist - Pay Option B	33
6255	Nurse Practitioner	35
5955	Nutrition Consultant	29
5709	Occupational Safety Specialist 1	22
5710	Occupational Safety Specialist 2	27
5711	Occupational Safety Specialist 3	29
6508	Occupational Therapist	29
0101	Office Assistant 1	07
0102	Office Assistant 2	09
0801	Office Coordinator	15
0103	Office Specialist 1	13
0104	Office Specialist 2	15
0870	Operations & Policy Analyst 1	23
0871	Operations & Policy Analyst 2	27
0872	Operations & Policy Analyst 3	30
0873	Operations & Policy Analyst 4	32
4001	Painter	22
1524	Paralegal	26
8434	Park Ranger 1	18P
8435	Park Ranger 2	20
8436	Park Ranger 3	22
8433	Park Ranger Assistant	12
8445	Park Specialist	17
5550	Parking Services Representative	14
0782	Parts Specialist 1	15
0783	Parts Specialist 2	20
6262	Pharmacist 1	39
6263	Pharmacist 2	41
6261	Pharmacist Resident	23
6388	Pharmacy Clerk & Technician 2	16
6389	Pharmacy Clerk & Technician 3	17
6386	Pharmacy Technician 2	16
6503	Physical Therapist	29
6502	Physical Therapy Assistant	18
4037	Physical/Electronic Security Technician	20
4038	Physical/Electronic Security Technician 2	22
4039	Physical/Electronic Security Technician 3	24
1096	Planner 1	23
1097	Planner 2	27
1098	Planner 3	30
1099	Planner 4	32
4005	Plumber	24
6684	Preadmissions Screening Specialist	24
2446	Print Services Technician	16
2475	Printing Production Coordinator	23
0436	Procurement & Contract Specialist 1	23
0437	Procurement & Contract Specialist 2	27
0438	Procurement & Contract Specialist 3	29

APPENDIX B – NEW CLASSIFICATION PLAN WITH SALARY RANGES
SEIU LOCAL 503, OPEU – AS OF JULY 1, 2019

CLASS #	CLASS TITLE	SR
0435	Procurement And Contract Assistant	19
0860	Program Analyst 1	23
0861	Program Analyst 2	27
0862	Program Analyst 3	29
0863	Program Analyst 4	31
0854	Project Manager 1	27
0855	Project Manager 2	30
0856	Project Manager 3	32
6720	Psychiatric Social Worker	29
0864	Public Affairs Specialist 1	25
0865	Public Affairs Specialist 2	29
0866	Public Affairs Specialist 3	31
2327	Public Health Educator 1	24
2328	Public Health Educator 2	26
6228	Public Health Nurse 1	28
6229	Public Health Nurse 2	28N
3432	Public Health Toxicologist 1	29
3433	Public Health Toxicologist 2	30
0321	Public Service Representative 1	09
0322	Public Service Representative 2	13
0323	Public Service Representative 3	15
0324	Public Service Representative 4	20
6348	Radiologic Technologist	21
0427	Rehabilitation Industries Rep	19
2333	Rehabilitation Instructor For The Blind	23
2332	Rehabilitation Instructor For The Blind Entry	21
6521	Rehabilitation Therapist	24
1115	Research Analyst 1	19
1116	Research Analyst 2	23
1117	Research Analyst 3	26
1118	Research Analyst 4	30
0841	Retirement Counselor 1	20
0842	Retirement Counselor 2	22
5110	Revenue Agent 1	17
5111	Revenue Agent 2	19
5112	Revenue Agent 3	21
1345	Safety Specialist 1	23
1346	Safety Specialist 2	27
4339	Scientific Instrument Technician	21
9201	Seamster	15
5671	Securities Examiner	26
5670	Securities Examiner/Entry	21
5450	Shipping Point Inspector 1	15
5451	Shipping Point Inspector 2	17
4131	Sign Technician 1	19
4132	Sign Technician 2	21
4130	Sign Technician Entry	15
6609	Social Service Assistant	17
6612	Social Service Specialist 1	25
6611	Social Service Specialist/Entry	20
6613	Social Services Specialist 2	27
6226	Staff Development Nurse	26
0251	State Library Specialist 1	12
0252	State Library Specialist 2	18
0770	State Procurement Analyst	30
6701	Student Human Service Worker	11
0100	Student Office Worker	07
0150	Student Professional/Technical Worker	11
8235	Student/Professional Forester Worker	11
0758	Supply Specialist 1	14
0759	Supply Specialist 2	20
5631	Tax Auditor 1	25
5632	Tax Auditor 2	28
5630	Tax Auditor/Entry	20
2302	Teaching Assistant	15
6298	Test Coordinator	16
1105	Traffic Survey Interviewer	08
1338	Training & Development Specialist 1	23
1339	Training & Development Specialist 2	27
4161	Transportation Maintenance Coordinator 1	21
4162	Transportation Maintenance Coordinator 2	22
4151	Transportation Maintenance Specialist 1	17
4152	Transportation Maintenance Specialist 2	19
4150	Transportation Maintenance Specialist Entry	14B
4163	Transportation Operations Specialist	20
0333	Transportation Services Office Leader	21
0331	Transportation Services Representative 1	17
0332	Transportation Services Representative 2	19
4166	Transportation Telecommunications Specialist 1	20
4167	Transportation Telecommunications Specialist 2	22
4403	Transporter	11B
6101	Transporting Mental Health Aide	17
4401	Truck Driver 1	17
4402	Truck Driver 2	20
0799	Veterans Service Officer	23
0798	Veterans Service Officer Entry	19
0784	Veterans Trust Officer	23
2176	Video Producer	28
6647	Vocational Rehabilitation Counselor	25
6646	Vocational Rehabilitation Counselor Entry	20
6648	Vocational Rehabilitation Specialist	26
8510	Water Resource Data Technician 1	19
8511	Water Resource Data Technician 2	21
4020	Welder 1	20
4021	Welder 2	24
8264	Wildland Fire Dispatcher	15
8264	Wildland Fire Dispatcher	15
8263	Wildland Fire Dispatcher Entry	11
8255	Wildland Fire Suppression Specialist	17
8254	Wildland Fire Suppression Specialist Entry	13
0530	Word Processing Technician 1	12
0531	Word Processing Technician 2	14
0532	Word Processing Technician 3	16
6755	Youth Corrections Unit Coordinator	23

SALARY RANGE	JULY 1, 2019 SALARY STEPS - STRIKEABLE UNIT 2.15% COLA RANGE OPTION P - PERS PARTICIPATING MEMBERS								
	1	2	3	4	5	6	7	8	9
5									2656
6									2656
7									2738
8								2738	2825
9							2738	2825	2945
10						2738	2825	2945	3058
11					2738	2825	2945	3058	3197
11B					2738	2825	2945	3058	3197
12				2738	2825	2945	3058	3197	3334
12I				2738	2825	2945	3058	3197	3343
13			2738	2825	2945	3058	3197	3334	3482
14		2738	2825	2945	3058	3197	3334	3482	3642
14A	2687	2785	2883	3000	3128	3265	3395	3547	3702
14B					3058	3197	3334	3482	3642
15	2738	2825	2945	3058	3197	3334	3482	3642	3817
16	2825	2945	3058	3197	3334	3482	3642	3817	4002
16S	2962	3057	3191	3312	3473	3637	3811	3984	4177
17	2945	3058	3197	3334	3482	3642	3817	4002	4184
17I	3053	3181	3309	3456	3614	3785	3960	4145	4338
18	3058	3197	3334	3482	3642	3817	4002	4184	4387
18P		3197	3334	3482	3642	3817	4002	4184	4387
18S	3191	3312	3473	3637	3811	3984	4177	4379	4588
19	3197	3334	3482	3642	3817	4002	4184	4387	4611
19S	3217	3348	3506	3671	3850	4027	4223	4423	4635
20	3334	3482	3642	3817	4002	4184	4387	4611	4829
20S	3473	3637	3811	3984	4177	4379	4588	4801	5028
21	3482	3642	3817	4002	4184	4387	4611	4829	5056
21I	3524	3688	3860	4038	4229	4427	4635	4855	5083
21S	3506	3671	3850	4027	4223	4423	4635	4862	5100
22	3642	3817	4002	4184	4387	4611	4829	5056	5301
22S	3795	3986	4187	4371	4577	4824	5047	5266	5520
23	3817	4002	4184	4387	4611	4829	5056	5301	5559
23T					4771	4998	5238	5491	5752
24	4002	4184	4387	4611	4829	5056	5301	5559	5834
24I	4031	4223	4422	4625	4846	5072	5309	5557	5817
25	4184	4387	4611	4829	5056	5301	5559	5834	6122
25I	4375	4577	4790	5018	5254	5499	5757	6030	6315
26	4387	4611	4829	5056	5301	5559	5834	6122	6415
26B					5301	5559	5834	6122	6415
27	4611	4829	5056	5301	5559	5834	6122	6415	6732
28	4829	5056	5301	5559	5834	6122	6415	6732	7053
28I	4883	5115	5351	5604	5869	6145	6433	6735	7050
28N	6207	6499	6808	7133	7470	7826	8235	8585	8993
29	5056	5301	5559	5834	6122	6415	6732	7053	7402
29I	5221	5466	5724	5993	6277	6571	6882	7208	7549
30	5301	5559	5834	6122	6415	6732	7053	7402	7763
31	5559	5834	6122	6415	6732	7053	7402	7763	8149
31I	5784	6054	6338	6636	6950	7276	7618	7978	8352
32	5834	6122	6415	6732	7053	7402	7763	8149	8538
33	6122	6415	6732	7053	7402	7763	8149	8538	8958
33I	6300	6595	6907	7234	7574	7929	8307	8698	9108
34	6415	6732	7053	7402	7763	8149	8538	8958	9410
35	6732	7053	7402	7763	8149	8538	8958	9410	9867
37	7402	7763	8149	8538	8958	9410	9867	10350	10863
39	8149	8538	8958	9410	9867	10350	10863	11399	11962
41	8958	9410	9867	10350	10863	11399	11962	12551	13172

SALARY RANGE	JULY 1, 2019 SALARY STEPS - STRIKEABLE UNIT 2.15% COLA RANGE OPTION A - NON-PERS PARTICIPATING MEMBERS								
	1	2	3	4	5	6	7	8	9
5									2483
6									2483
7									2561
8								2561	2642
9							2561	2642	2754
10						2561	2642	2754	2860
11					2561	2642	2754	2860	2990
11B					2561	2642	2754	2860	2990
12				2561	2642	2754	2860	2990	3117
12I				2561	2642	2754	2860	2990	3127
13			2561	2642	2754	2860	2990	3117	3256
14		2561	2642	2754	2860	2990	3117	3256	3406
14A	2513	2603	2696	2806	2925	3053	3176	3316	3462
14B					2860	2990	3117	3256	3406
15	2561	2642	2754	2860	2990	3117	3256	3406	3569
16	2642	2754	2860	2990	3117	3256	3406	3569	3743
16S	2769	2859	2984	3097	3248	3399	3563	3725	3905
17	2754	2860	2990	3117	3256	3406	3569	3743	3913
17I	2854	2975	3094	3231	3379	3539	3703	3876	4055
18	2860	2990	3117	3256	3406	3569	3743	3913	4102
18P		2990	3117	3256	3406	3569	3743	3913	4102
18S	2984	3097	3248	3399	3563	3725	3905	4094	4288
19	2990	3117	3256	3406	3569	3743	3913	4102	4312
19S	3006	3131	3278	3433	3601	3764	3948	4135	4333
20	3117	3256	3406	3569	3743	3913	4102	4312	4514
20S	3248	3399	3563	3725	3905	4094	4288	4488	4702
21	3256	3406	3569	3743	3913	4102	4312	4514	4729
21I	3295	3448	3609	3775	3954	4139	4333	4541	4753
21S	3278	3433	3601	3764	3948	4135	4333	4547	4769
22	3406	3569	3743	3913	4102	4312	4514	4729	4957
22S	3548	3726	3915	4087	4280	4510	4718	4925	5162
23	3569	3743	3913	4102	4312	4514	4729	4957	5197
23T					4461	4672	4898	5133	5378
24	3743	3913	4102	4312	4514	4729	4957	5197	5454
24I	3768	3948	4134	4325	4531	4743	4963	5195	5439
25	3913	4102	4312	4514	4729	4957	5197	5454	5724
25I	4090	4280	4479	4692	4912	5141	5383	5638	5905
26	4102	4312	4514	4729	4957	5197	5454	5724	5998
26B					4957	5197	5454	5724	5998
27	4312	4514	4729	4957	5197	5454	5724	5998	6294
28	4514	4729	4957	5197	5454	5724	5998	6294	6596
28I	4564	4782	5003	5239	5487	5746	6016	6298	6593
28N	5803	6077	6366	6669	6985	7317	7665	8027	8409
29	4729	4957	5197	5454	5724	5998	6294	6596	6921
29I	4883	5111	5353	5604	5869	6144	6435	6740	7060
30	4957	5197	5454	5724	5998	6294	6596	6921	7259
31	5197	5454	5724	5998	6294	6596	6921	7259	7618
31I	5407	5661	5926	6205	6499	6804	7124	7460	7808
32	5454	5724	5998	6294	6596	6921	7259	7618	7982
33	5724	5998	6294	6596	6921	7259	7618	7982	8375
33I	5891	6167	6458	6763	7082	7414	7766	8132	8515
34	5998	6294	6596	6921	7259	7618	7982	8375	8798
35	6294	6596	6921	7259	7618	7982	8375	8798	9225
37	6921	7259	7618	7982	8375	8798	9225	9678	10158
39	7618	7982	8375	8798	9225	9678	10158	10658	11184
41	8375	8798	9225	9678	10158	10658	11184	11736	12316

SALARY RANGE	JULY 1, 2020 SALARY STEPS - STRIKEABLE UNIT NEW TOP STEP RANGE OPTION P - PERS PARTICIPATING MEMBERS									
	1	2	3	4	5	6	7	8	9	10
5									2656	2738
6									2656	2738
7									2738	2825
8								2738	2825	2945
9							2738	2825	2945	3058
10						2738	2825	2945	3058	3197
11B					2738	2825	2945	3058	3197	3334
11					2738	2825	2945	3058	3197	3334
12				2738	2825	2945	3058	3197	3334	3482
12I				2738	2825	2945	3058	3197	3343	3496
13			2738	2825	2945	3058	3197	3334	3482	3642
14		2738	2825	2945	3058	3197	3334	3482	3642	3817
14A	2687	2785	2883	3000	3128	3265	3395	3547	3702	3864
14B					3058	3197	3334	3482	3642	3817
15	2738	2825	2945	3058	3197	3334	3482	3642	3817	4002
16	2825	2945	3058	3197	3334	3482	3642	3817	4002	4184
16S	2962	3057	3191	3312	3473	3637	3811	3984	4177	4379
17	2945	3058	3197	3334	3482	3642	3817	4002	4184	4387
17I	3053	3181	3309	3456	3614	3785	3960	4145	4338	4540
18	3058	3197	3334	3482	3642	3817	4002	4184	4387	4611
18P		3197	3334	3482	3642	3817	4002	4184	4387	4600
18S	3191	3312	3473	3637	3811	3984	4177	4379	4588	4801
19	3197	3334	3482	3642	3817	4002	4184	4387	4611	4829
19S	3217	3348	3506	3671	3850	4027	4223	4423	4635	4862
20	3334	3482	3642	3817	4002	4184	4387	4611	4829	5056
20S	3473	3637	3811	3984	4177	4379	4588	4801	5028	5266
21	3482	3642	3817	4002	4184	4387	4611	4829	5056	5301
21I	3524	3688	3860	4038	4229	4427	4635	4855	5083	5322
21S	3506	3671	3850	4027	4223	4423	4635	4862	5100	5350
22S	3795	3986	4187	4371	4577	4824	5047	5266	5520	5786
22	3642	3817	4002	4184	4387	4611	4829	5056	5301	5559
23	3817	4002	4184	4387	4611	4829	5056	5301	5559	5834
23T					4771	4998	5238	5491	5752	6025
24	4002	4184	4387	4611	4829	5056	5301	5559	5834	6122
24I	4031	4223	4422	4625	4846	5072	5309	5557	5817	6089
25	4184	4387	4611	4829	5056	5301	5559	5834	6122	6415
25I	4375	4577	4790	5018	5254	5499	5757	6030	6315	6613
26	4387	4611	4829	5056	5301	5559	5834	6122	6415	6732
26B					5301	5559	5834	6122	6415	6722
27	4611	4829	5056	5301	5559	5834	6122	6415	6732	7053
28	4829	5056	5301	5559	5834	6122	6415	6732	7053	7402
28I	4883	5115	5351	5604	5869	6145	6433	6735	7050	7380
28N	6207	6499	6808	7133	7470	7826	8235	8585	8993	9420
29	5056	5301	5559	5834	6122	6415	6732	7053	7402	7763
29I	5221	5466	5724	5993	6277	6571	6882	7208	7549	7906
30	5301	5559	5834	6122	6415	6732	7053	7402	7763	8149
31	5559	5834	6122	6415	6732	7053	7402	7763	8149	8538
31I	5784	6054	6338	6636	6950	7276	7618	7978	8352	8744
32	5834	6122	6415	6732	7053	7402	7763	8149	8538	8958
33	6122	6415	6732	7053	7402	7763	8149	8538	8958	9410
33I	6300	6595	6907	7234	7574	7929	8307	8698	9108	9537
34	6415	6732	7053	7402	7763	8149	8538	8958	9410	9867
35	6732	7053	7402	7763	8149	8538	8958	9410	9867	10350
37	7402	7763	8149	8538	8958	9410	9867	10350	10863	11399
39	8149	8538	8958	9410	9867	10350	10863	11399	11962	12551
41	8958	9410	9867	10350	10863	11399	11962	12551	13172	13823

SALARY RANGE	JULY 1, 2020 SALARY STEPS - STRIKEABLE UNIT NEW TOP STEP RANGE OPTION A - NON-PERS PARTICIPATING MEMBERS									
	1	2	3	4	5	6	7	8	9	10
5									2483	2561
6									2483	2561
7									2561	2642
8								2561	2642	2754
9							2561	2642	2754	2860
10						2561	2642	2754	2860	2990
11					2561	2642	2754	2860	2990	3117
11B					2561	2642	2754	2860	2990	3117
12				2561	2642	2754	2860	2990	3117	3256
12I				2561	2642	2754	2860	2990	3127	3270
13			2561	2642	2754	2860	2990	3117	3256	3406
14		2561	2642	2754	2860	2990	3117	3256	3406	3569
14A	2513	2603	2696	2806	2925	3053	3176	3316	3462	3614
14B					2860	2990	3117	3256	3406	3569
15	2561	2642	2754	2860	2990	3117	3256	3406	3569	3743
16	2642	2754	2860	2990	3117	3256	3406	3569	3743	3913
16S	2769	2859	2984	3097	3248	3399	3563	3725	3905	4094
17	2754	2860	2990	3117	3256	3406	3569	3743	3913	4102
17I	2854	2975	3094	3231	3379	3539	3703	3876	4055	4242
18	2860	2990	3117	3256	3406	3569	3743	3913	4102	4312
18P		2990	3117	3256	3406	3569	3743	3913	4102	4312
18S	2984	3097	3248	3399	3563	3725	3905	4094	4288	4488
19	2990	3117	3256	3406	3569	3743	3913	4102	4312	4514
19S	3006	3131	3278	3433	3601	3764	3948	4135	4333	4547
20	3117	3256	3406	3569	3743	3913	4102	4312	4514	4729
20S	3248	3399	3563	3725	3905	4094	4288	4488	4702	4926
21	3256	3406	3569	3743	3913	4102	4312	4514	4729	4957
21I	3295	3448	3609	3775	3954	4139	4333	4541	4753	4975
21S	3278	3433	3601	3764	3948	4135	4333	4547	4769	5002
22	3406	3569	3743	3913	4102	4312	4514	4729	4957	5197
22S	3548	3726	3915	4087	4280	4510	4718	4925	5162	5410
23	3569	3743	3913	4102	4312	4514	4729	4957	5197	5454
23T					4461	4672	4898	5133	5378	5635
24	3743	3913	4102	4312	4514	4729	4957	5197	5454	5724
24I	3768	3948	4134	4325	4531	4743	4963	5195	5439	5694
25	3913	4102	4312	4514	4729	4957	5197	5454	5724	5998
25I	4090	4280	4479	4692	4912	5141	5383	5638	5905	6185
26	4102	4312	4514	4729	4957	5197	5454	5724	5998	6294
26B					4957	5197	5454	5724	5998	6294
27	4312	4514	4729	4957	5197	5454	5724	5998	6294	6596
28	4514	4729	4957	5197	5454	5724	5998	6294	6596	6921
28I	4564	4782	5003	5239	5487	5746	6016	6298	6593	6902
28N	5803	6077	6366	6669	6985	7317	7665	8027	8409	7618
29	4729	4957	5197	5454	5724	5998	6294	6596	6921	7259
29I	4883	5111	5353	5604	5869	6144	6435	6740	7060	7395
30	4957	5197	5454	5724	5998	6294	6596	6921	7259	7618
31	5197	5454	5724	5998	6294	6596	6921	7259	7618	7982
31I	5407	5661	5926	6205	6499	6804	7124	7460	7808	8172
32	5454	5724	5998	6294	6596	6921	7259	7618	7982	8375
33	5724	5998	6294	6596	6921	7259	7618	7982	8375	8798
33I	5891	6167	6458	6763	7082	7414	7766	8132	8515	8916
34	5998	6294	6596	6921	7259	7618	7982	8375	8798	9225
35	6294	6596	6921	7259	7618	7982	8375	8798	9225	9678
37	6921	7259	7618	7982	8375	8798	9225	9678	10158	10658
39	7618	7982	8375	8798	9225	9678	10158	10658	11184	11736
41	8375	8798	9225	9678	10158	10658	11184	11736	12316	12925

SALARY RANGE	OCTOBER 1, 2020 SALARY STEPS - STRIKEABLE UNIT 3% COLA RANGE OPTION P - PERS PARTICIPATING MEMBERS									
	1	2	3	4	5	6	7	8	9	10
5									2736	2820
6									2736	2820
7									2820	2910
8								2820	2910	3033
9							2820	2910	3033	3150
10						2820	2910	3033	3150	3293
11					2820	2910	3033	3150	3293	3434
11B					2820	2910	3033	3150	3293	3434
12				2820	2910	3033	3150	3293	3434	3586
12I				2820	2910	3033	3150	3293	3443	3601
13			2820	2910	3033	3150	3293	3434	3586	3751
14		2820	2910	3033	3150	3293	3434	3586	3751	3932
14A	2768	2869	2969	3090	3222	3363	3497	3653	3813	3980
14B					3150	3293	3434	3586	3751	3932
15	2820	2910	3033	3150	3293	3434	3586	3751	3932	4122
16	2910	3033	3150	3293	3434	3586	3751	3932	4122	4310
16S	3051	3149	3287	3411	3577	3746	3925	4104	4302	4510
17	3033	3150	3293	3434	3586	3751	3932	4122	4310	4519
17I	3145	3276	3408	3560	3722	3899	4079	4269	4468	4676
18	3150	3293	3434	3586	3751	3932	4122	4310	4519	4749
18P		3293	3434	3586	3751	3932	4122	4310	4519	4738
18S	3287	3411	3577	3746	3925	4104	4302	4510	4726	4945
19	3293	3434	3586	3751	3932	4122	4310	4519	4749	4974
19S	3314	3448	3611	3781	3966	4148	4350	4556	4774	5008
20	3434	3586	3751	3932	4122	4310	4519	4749	4974	5208
20S	3577	3746	3925	4104	4302	4510	4726	4945	5179	5424
21	3586	3751	3932	4122	4310	4519	4749	4974	5208	5460
21I	3630	3799	3976	4159	4356	4560	4774	5001	5235	5482
21S	3611	3781	3966	4148	4350	4556	4774	5008	5253	5511
22	3751	3932	4122	4310	4519	4749	4974	5208	5460	5726
22S	3909	4106	4313	4502	4714	4969	5198	5424	5686	5960
23	3932	4122	4310	4519	4749	4974	5208	5460	5726	6009
23T					4914	5148	5395	5656	5925	6206
24	4122	4310	4519	4749	4974	5208	5460	5726	6009	6306
24I	4152	4350	4555	4764	4991	5224	5468	5724	5992	6272
25	4310	4519	4749	4974	5208	5460	5726	6009	6306	6607
25I	4506	4714	4934	5169	5412	5664	5930	6211	6504	6811
26	4519	4749	4974	5208	5460	5726	6009	6306	6607	6934
26B					5460	5726	6009	6306	6607	6924
27	4749	4974	5208	5460	5726	6009	6306	6607	6934	7265
28	4974	5208	5460	5726	6009	6306	6607	6934	7265	7624
28I	5029	5268	5512	5772	6045	6329	6626	6937	7262	7601
28N	6393	6694	7012	7347	7694	8061	8482	8843	9263	9703
29	5208	5460	5726	6009	6306	6607	6934	7265	7624	7996
29I	5378	5630	5896	6173	6465	6768	7088	7424	7775	8143
30	5460	5726	6009	6306	6607	6934	7265	7624	7996	8393
31	5726	6009	6306	6607	6934	7265	7624	7996	8393	8794
31I	5958	6236	6528	6835	7159	7494	7847	8217	8603	9006
32	6009	6306	6607	6934	7265	7624	7996	8393	8794	9227
33	6306	6607	6934	7265	7624	7996	8393	8794	9227	9692
33I	6489	6793	7114	7451	7801	8167	8556	8959	9381	9823
34	6607	6934	7265	7624	7996	8393	8794	9227	9692	10163
35	6934	7265	7624	7996	8393	8794	9227	9692	10163	10661
37	7624	7996	8393	8794	9227	9692	10163	10661	11189	11741
39	8393	8794	9227	9692	10163	10661	11189	11741	12321	12928
41	9227	9692	10163	10661	11189	11741	12321	12928	13567	14238

SALARY RANGE	OCTOBER 1, 2020 SALARY STEPS - STRIKEABLE UNIT 3% COLA RANGE OPTION A - NON-PERS PARTICIPATING MEMBERS									
	1	2	3	4	5	6	7	8	9	10
5									2557	2638
6									2557	2638
7									2638	2721
8								2638	2721	2837
9							2638	2721	2837	2946
10						2638	2721	2837	2946	3080
11					2638	2721	2837	2946	3080	3211
11B					2638	2721	2837	2946	3080	3211
12				2638	2721	2837	2946	3080	3211	3354
12I				2638	2721	2837	2946	3080	3221	3368
13			2638	2721	2837	2946	3080	3211	3354	3508
14		2638	2721	2837	2946	3080	3211	3354	3508	3676
14A	2588	2681	2777	2890	3013	3145	3271	3415	3566	3722
14B					2946	3080	3211	3354	3508	3676
15	2638	2721	2837	2946	3080	3211	3354	3508	3676	3855
16	2721	2837	2946	3080	3211	3354	3508	3676	3855	4030
16S	2852	2945	3074	3190	3345	3501	3670	3837	4022	4217
17	2837	2946	3080	3211	3354	3508	3676	3855	4030	4225
17I	2940	3064	3187	3328	3480	3645	3814	3992	4177	4369
18	2946	3080	3211	3354	3508	3676	3855	4030	4225	4441
18P		3080	3211	3354	3508	3676	3855	4030	4225	4441
18S	3074	3190	3345	3501	3670	3837	4022	4217	4417	4623
19	3080	3211	3354	3508	3676	3855	4030	4225	4441	4649
19S	3096	3225	3376	3536	3709	3877	4066	4259	4463	4683
20	3211	3354	3508	3676	3855	4030	4225	4441	4649	4871
20S	3345	3501	3670	3837	4022	4217	4417	4623	4843	5074
21	3354	3508	3676	3855	4030	4225	4441	4649	4871	5106
21I	3394	3551	3717	3888	4073	4263	4463	4677	4896	5124
21S	3376	3536	3709	3877	4066	4259	4463	4683	4912	5152
22	3508	3676	3855	4030	4225	4441	4649	4871	5106	5353
22S	3654	3838	4032	4210	4408	4645	4860	5073	5317	5572
23	3676	3855	4030	4225	4441	4649	4871	5106	5353	5618
23T					4595	4812	5045	5287	5539	5804
24	3855	4030	4225	4441	4649	4871	5106	5353	5618	5896
24I	3881	4066	4258	4455	4667	4885	5112	5351	5602	5865
25	4030	4225	4441	4649	4871	5106	5353	5618	5896	6178
25I	4213	4408	4613	4833	5059	5295	5544	5807	6082	6371
26	4225	4441	4649	4871	5106	5353	5618	5896	6178	6483
26B					5106	5353	5618	5896	6178	6483
27	4441	4649	4871	5106	5353	5618	5896	6178	6483	6794
28	4649	4871	5106	5353	5618	5896	6178	6483	6794	7129
28I	4701	4925	5153	5396	5652	5918	6196	6487	6791	7109
28N	5977	6259	6557	6869	7195	7537	7895	8268	8661	7847
29	4871	5106	5353	5618	5896	6178	6483	6794	7129	7477
29I	5029	5264	5514	5772	6045	6328	6628	6942	7272	7617
30	5106	5353	5618	5896	6178	6483	6794	7129	7477	7847
31	5353	5618	5896	6178	6483	6794	7129	7477	7847	8221
31I	5569	5831	6104	6391	6694	7008	7338	7684	8042	8417
32	5618	5896	6178	6483	6794	7129	7477	7847	8221	8626
33	5896	6178	6483	6794	7129	7477	7847	8221	8626	9062
33I	6068	6352	6652	6966	7294	7636	7999	8376	8770	9183
34	6178	6483	6794	7129	7477	7847	8221	8626	9062	9502
35	6483	6794	7129	7477	7847	8221	8626	9062	9502	9968
37	7129	7477	7847	8221	8626	9062	9502	9968	10463	10978
39	7847	8221	8626	9062	9502	9968	10463	10978	11520	12088
41	8626	9062	9502	9968	10463	10978	11520	12088	12685	13313

SALARY RANGE	JULY 1, 2019 SALARY STEPS - NON-STRIKEABLE UNIT 2.15% COLA RANGE OPTION P - PERS PARTICIPATING MEMBERS								
	1	2	3	4	5	6	7	8	9
11			2742	2844	2962	3057	3191	3312	3473
12		2742	2844	2962	3057	3191	3312	3473	3637
13	2742	2844	2962	3057	3191	3312	3473	3637	3811
14	2844	2962	3057	3191	3312	3473	3637	3811	3984
14A	2903	3011	3125	3252	3390	3554	3724	3898	4083
15	2962	3057	3191	3312	3473	3637	3811	3984	4177
16	3057	3191	3312	3473	3637	3811	3984	4177	4379
17	3191	3312	3473	3637	3811	3984	4177	4379	4588
19	3473	3637	3811	3984	4177	4379	4588	4806	5046
Pay Option B 19	3506	3671	3850	4027	4223	4423	4635	4862	5100
20	3637	3811	3984	4177	4379	4588	4806	5046	5286
21	3811	3984	4177	4379	4588	4806	5046	5286	5541
22S	3793	3979	4167	4361	4569	4797	4816	5029	5251
23	4177	4379	4588	4806	5046	5286	5541	5805	6086
29	5439	5700	5976	6262	6561	6876	7207	7552	7914

SALARY RANGE	JULY 1, 2019 SALARY STEPS - NON-STRIKEABLE UNIT 2.15% COLA RANGE OPTION A - NON-PERS PARTICIPATING MEMBERS								
	1	2	3	4	5	6	7	8	9
11			2563	2658	2769	2859	2984	3097	3248
12		2563	2658	2769	2859	2984	3097	3248	3399
13	2563	2658	2769	2859	2984	3097	3248	3399	3563
14	2658	2769	2859	2984	3097	3248	3399	3563	3725
14A	2714	2815	2921	3040	3171	3324	3483	3646	3817
15	2769	2859	2984	3097	3248	3399	3563	3725	3905
16	2859	2984	3097	3248	3399	3563	3725	3905	4094
17	2984	3097	3248	3399	3563	3725	3905	4094	4288
19	3248	3399	3563	3725	3905	4094	4288	4495	4717
Pay Option B 19	3278	3433	3601	3764	3948	4135	4333	4547	4769
20	3399	3563	3725	3905	4094	4288	4495	4717	4943
21	3563	3725	3905	4094	4288	4495	4717	4943	5179
22S	3546	3720	3896	4078	4272	4485	4503	4703	4909
23	3905	4094	4288	4495	4717	4943	5179	5429	5690
29	5085	5330	5587	5854	6135	6428	6739	7061	7398

SALARY RANGE	JULY 1, 2020 SALARY STEPS - NON-STRIKEABLE UNIT NEW TOP STEP RANGE OPTION P - PERS PARTICIPATING MEMBERS									
	1	2	3	4	5	6	7	8	9	10
11			2742	2844	2962	3057	3191	3312	3473	3637
12		2742	2844	2962	3057	3191	3312	3473	3637	3811
13	2742	2844	2962	3057	3191	3312	3473	3637	3811	3984
14	2844	2962	3057	3191	3312	3473	3637	3811	3984	4177
14A	2903	3011	3125	3252	3390	3554	3724	3898	4083	4277
15	2962	3057	3191	3312	3473	3637	3811	3984	4177	4379
16	3057	3191	3312	3473	3637	3811	3984	4177	4379	4588
17	3191	3312	3473	3637	3811	3984	4177	4379	4588	4806
19	3473	3637	3811	3984	4177	4379	4588	4806	5046	5286
Pay Option B 19	3506	3671	3850	4027	4223	4423	4635	4862	5100	5350
20	3637	3811	3984	4177	4379	4588	4806	5046	5286	5541
21	3811	3984	4177	4379	4588	4806	5046	5286	5541	5805
22S	3793	3979	4167	4361	4569	4797	4816	5029	5251	5483
23	4177	4379	4588	4806	5046	5286	5541	5805	6086	6377
29	5439	5700	5976	6262	6561	6876	7207	7552	7914	8061

SALARY RANGE	JULY 1, 2020 SALARY STEPS - NON-STRIKEABLE UNIT NEW TOP STEP RANGE OPTION A - NON-PERS PARTICIPATING MEMBERS									
	1	2	3	4	5	6	7	8	9	10
11			2563	2658	2769	2859	2984	3097	3248	3399
12		2563	2658	2769	2859	2984	3097	3248	3399	3563
13	2563	2658	2769	2859	2984	3097	3248	3399	3563	3725
14	2658	2769	2859	2984	3097	3248	3399	3563	3725	3905
14A	2714	2815	2921	3040	3171	3324	3483	3646	3817	3996
15	2769	2859	2984	3097	3248	3399	3563	3725	3905	4094
16	2859	2984	3097	3248	3399	3563	3725	3905	4094	4288
17	2984	3097	3248	3399	3563	3725	3905	4094	4288	4495
19	3248	3399	3563	3725	3905	4094	4288	4495	4717	4943
Pay Option B 19	3278	3433	3601	3764	3948	4135	4333	4547	4769	5002
20	3399	3563	3725	3905	4094	4288	4495	4717	4943	5179
21	3563	3725	3905	4094	4288	4495	4717	4943	5179	5429
22S	3546	3720	3896	4078	4272	4485	4503	4703	4909	5124
23	3905	4094	4288	4495	4717	4943	5179	5429	5690	5962
29	5085	5330	5587	5854	6135	6428	6739	7061	7398	7751

SALARY RANGE	OCTOBER 1, 2020 SALARY STEPS - NON-STRIKEABLE UNIT 3% COLA RANGE OPTION P - PERS PARTICIPATING MEMBERS									
	1	2	3	4	5	6	7	8	9	10
11			2824	2929	3051	3149	3287	3411	3577	3746
12		2824	2929	3051	3149	3287	3411	3577	3746	3925
13	2824	2929	3051	3149	3287	3411	3577	3746	3925	4104
14	2929	3051	3149	3287	3411	3577	3746	3925	4104	4302
14A	2990	3101	3219	3350	3492	3661	3836	4015	4205	4405
15	3051	3149	3287	3411	3577	3746	3925	4104	4302	4510
16	3149	3287	3411	3577	3746	3925	4104	4302	4510	4726
17	3287	3411	3577	3746	3925	4104	4302	4510	4726	4950
19	3577	3746	3925	4104	4302	4510	4726	4950	5197	5445
Pay Option B 19	3611	3781	3966	4148	4350	4556	4774	5008	5253	5511
20	3746	3925	4104	4302	4510	4726	4950	5197	5445	5707
21	3925	4104	4302	4510	4726	4950	5197	5445	5707	5979
22S	3907	4098	4292	4492	4706	4941	4960	5180	5409	5647
23	4302	4510	4726	4950	5197	5445	5707	5979	6269	6568
29	5602	5871	6155	6450	6758	7082	7423	7779	8151	8303

SALARY RANGE	OCTOBER 1, 2020 SALARY STEPS - NON-STRIKEABLE UNIT 3% COLA RANGE OPTION A - NON-PERS PARTICIPATING MEMBERS									
	1	2	3	4	5	6	7	8	9	10
11			2640	2738	2852	2945	3074	3190	3345	3501
12		2640	2738	2852	2945	3074	3190	3345	3501	3670
13	2640	2738	2852	2945	3074	3190	3345	3501	3670	3837
14	2738	2852	2945	3074	3190	3345	3501	3670	3837	4022
14A	2795	2899	3009	3131	3266	3424	3587	3755	3932	4116
15	2852	2945	3074	3190	3345	3501	3670	3837	4022	4217
16	2945	3074	3190	3345	3501	3670	3837	4022	4217	4417
17	3074	3190	3345	3501	3670	3837	4022	4217	4417	4630
19	3345	3501	3670	3837	4022	4217	4417	4630	4859	5091
Pay Option B 19	3376	3536	3709	3877	4066	4259	4463	4683	4912	5152
20	3501	3670	3837	4022	4217	4417	4630	4859	5091	5334
21	3670	3837	4022	4217	4417	4630	4859	5091	5334	5592
22S	3652	3832	4013	4200	4400	4620	4638	4844	5056	5278
23	4022	4217	4417	4630	4859	5091	5334	5592	5861	6141
29	5238	5490	5755	6030	6319	6621	6941	7273	7620	7984

JULY 1,2019 SALARY STEPS - Institution Teachers (2.15% COLA) Range Option P - PERS PARTICIPATING MEMBERS							
DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
Class	C2319	C2319	C2319	C2319	C2320	C2320	C2320
Range	24S	24S	24S	24S	26S	26S	26S
Pay Option	B	C	D	E	B	C	D
Step:							
1	3165	3272	3376	3493	3601	4050	4389
2	3272	3376	3493	3601	3714	4169	4513
3	3376	3493	3601	3714	3821	4282	4629
4	3493	3601	3714	3821	3942	4389	4744
5	3601	3714	3821	3942	4050	4513	4853
6	3714	3821	3942	4050	4169	4629	4968
7	3821	3942	4050	4169	4282	4744	5080
8	3942	4050	4169	4282	4389	4853	5199
9	4050	4169	4282	4389	4513	4968	5307
10	4169	4282	4389	4513	4629	5080	5429
11	4282	4389	4513	4629	4744	5199	5542
12	4389	4513	4629	4744	4853	5307	5659
13	4513	4629	4744	4853	4968	5429	5789
14	4629	4744	4853	4968	5080	5551	5922
15	4744	4853	4968	5080	5199	5677	6059
16	4853	4968	5080	5199	5307		
17	4968	5080	5199	5307	5417		
18	5080	5199	5307	5417	5530		
19				5530			

JULY 1,2019 SALARY STEPS - Institution Teachers (2.15% COLA) Range Option A - NON-PERS PARTICIPATING MEMBERS							
DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
Class	C2319	C2319	C2319	C2319	C2320	C2320	C2320
Range	24S	24S	24S	24S	26S	26S	26S
Pay Option	B	C	D	E	B	C	D
Step:							
1	2960	3059	3156	3266	3367	3787	4113
2	3059	3156	3266	3367	3472	3898	4221
3	3156	3266	3367	3472	3574	4004	4329
4	3266	3367	3472	3574	3687	4113	4436
5	3367	3472	3574	3687	3787	4221	4539
6	3472	3574	3687	3787	3898	4329	4645
7	3574	3687	3787	3898	4004	4436	4749
8	3687	3787	3898	4004	4113	4539	4861
9	3787	3898	4004	4113	4221	4645	4961
10	3898	4004	4113	4221	4329	4749	5076
11	4004	4113	4221	4329	4436	4861	5180
12	4113	4221	4329	4436	4539	4961	5290
13	4221	4329	4436	4539	4645	5076	5412
14	4329	4436	4539	4645	4749	5190	5537
15	4436	4539	4645	4749	4861	5309	5665
16	4539	4645	4749	4861	4961		
17	4645	4749	4861	4961	5066		
18	4749	4861	4961	5066	5172		
19				5172			

JULY 1, 2020 SALARY STEPS - Institution Teachers (NEW TOP STEP) Range Option P - PERS PARTICIPATING MEMBERS							
DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
Class	C2319	C2319	C2319	C2319	C2320	C2320	C2320
Range	24S	24S	24S	24S	26S	26S	26S
Pay Option	B	C	D	E	B	C	D
Step:							
1	3165	3272	3376	3493	3601	4050	4389
2	3272	3376	3493	3601	3714	4169	4513
3	3376	3493	3601	3714	3821	4282	4629
4	3493	3601	3714	3821	3942	4389	4744
5	3601	3714	3821	3942	4050	4513	4853
6	3714	3821	3942	4050	4169	4629	4968
7	3821	3942	4050	4169	4282	4744	5080
8	3942	4050	4169	4282	4389	4853	5199
9	4050	4169	4282	4389	4513	4968	5307
10	4169	4282	4389	4513	4629	5080	5429
11	4282	4389	4513	4629	4744	5199	5542
12	4389	4513	4629	4744	4853	5307	5659
13	4513	4629	4744	4853	4968	5429	5789
14	4629	4744	4853	4968	5080	5551	5922
15	4744	4853	4968	5080	5199	5677	6059
16	4853	4968	5080	5199	5307	5806	6199
17	4968	5080	5199	5307	5417		
18	5080	5199	5307	5417	5530		
19	5199	5307	5417	5530	5645		
20				5645			

JULY 1, 2020 SALARY STEPS - Institution Teachers
(NEW TOP STEP)
Range Option A - NON-PERS PARTICIPATING MEMBERS

DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
Class	C2319	C2319	C2319	C2319	C2320	C2320	C2320
Range	24S	24S	24S	24S	26S	26S	26S
Pay Option	B	C	D	E	B	C	D

Step:							
1	2960	3059	3156	3266	3367	3787	4113
2	3059	3156	3266	3367	3472	3898	4221
3	3156	3266	3367	3472	3574	4004	4329
4	3266	3367	3472	3574	3687	4113	4436
5	3367	3472	3574	3687	3787	4221	4539
6	3472	3574	3687	3787	3898	4329	4645
7	3574	3687	3787	3898	4004	4436	4749
8	3687	3787	3898	4004	4113	4539	4861
9	3787	3898	4004	4113	4221	4645	4961
10	3898	4004	4113	4221	4329	4749	5076
11	4004	4113	4221	4329	4436	4861	5180
12	4113	4221	4329	4436	4539	4961	5290
13	4221	4329	4436	4539	4645	5076	5412
14	4329	4436	4539	4645	4749	5190	5537
15	4436	4539	4645	4749	4861	5309	5665
16	4539	4645	4749	4861	4961	5431	5796
17	4645	4749	4861	4961	5066		
18	4749	4861	4961	5066	5172		
19	4861	4961	5066	5172	5280		
20				5280			

OCTOBER 1, 2020 SALARY STEPS - Institution Teachers
(3.0% COLA)
Range Option P - PERS PARTICIPATING MEMBERS

DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
Class	C2319	C2319	C2319	C2319	C2320	C2320	C2320
Range	24S	24S	24S	24S	26S	26S	26S
Pay Option	B	C	D	E	B	C	D

Step:

1	3260	3370	3477	3598	3709	4172	4521
2	3370	3477	3598	3709	3825	4294	4648
3	3477	3598	3709	3825	3936	4410	4768
4	3598	3709	3825	3936	4060	4521	4886
5	3709	3825	3936	4060	4172	4648	4999
6	3825	3936	4060	4172	4294	4768	5117
7	3936	4060	4172	4294	4410	4886	5232
8	4060	4172	4294	4410	4521	4999	5355
9	4172	4294	4410	4521	4648	5117	5466
10	4294	4410	4521	4648	4768	5232	5592
11	4410	4521	4648	4768	4886	5355	5708
12	4521	4648	4768	4886	4999	5466	5829
13	4648	4768	4886	4999	5117	5592	5963
14	4768	4886	4999	5117	5232	5718	6100
15	4886	4999	5117	5232	5355	5847	6241
16	4999	5117	5232	5355	5466	5980	6385
17	5117	5232	5355	5466	5580		
18	5232	5355	5466	5580	5696		
19	5355	5466	5580	5696	5814		
20				5814			

OCTOBER 1, 2020 SALARY STEPS - Institution Teachers (3.0% COLA) Range Option A - NON-PERS PARTICIPATING MEMBERS							
DEGREE	BA	BA	BA	BA	MA	MA	MA
CE CREDIT HOURS	0-23	24-44	45-68	69+	0-23	24-44	45+
Class	C2319	C2319	C2319	C2319	C2320	C2320	C2320
Range	24S	24S	24S	24S	26S	26S	26S
Pay Option	B	C	D	E	B	C	D
Step:							
1	3049	3151	3251	3364	3468	3901	4236
2	3151	3251	3364	3468	3576	4015	4348
3	3251	3364	3468	3576	3681	4124	4459
4	3364	3468	3576	3681	3798	4236	4569
5	3468	3576	3681	3798	3901	4348	4675
6	3576	3681	3798	3901	4015	4459	4784
7	3681	3798	3901	4015	4124	4569	4891
8	3798	3901	4015	4124	4236	4675	5007
9	3901	4015	4124	4236	4348	4784	5110
10	4015	4124	4236	4348	4459	4891	5228
11	4124	4236	4348	4459	4569	5007	5335
12	4236	4348	4459	4569	4675	5110	5449
13	4348	4459	4569	4675	4784	5228	5574
14	4459	4569	4675	4784	4891	5346	5703
15	4569	4675	4784	4891	5007	5468	5835
16	4675	4784	4891	5007	5110	5594	5970
17	4784	4891	5007	5110	5218		
18	4891	5007	5110	5218	5327		
19	5007	5110	5218	5327	5438		
20				5438			

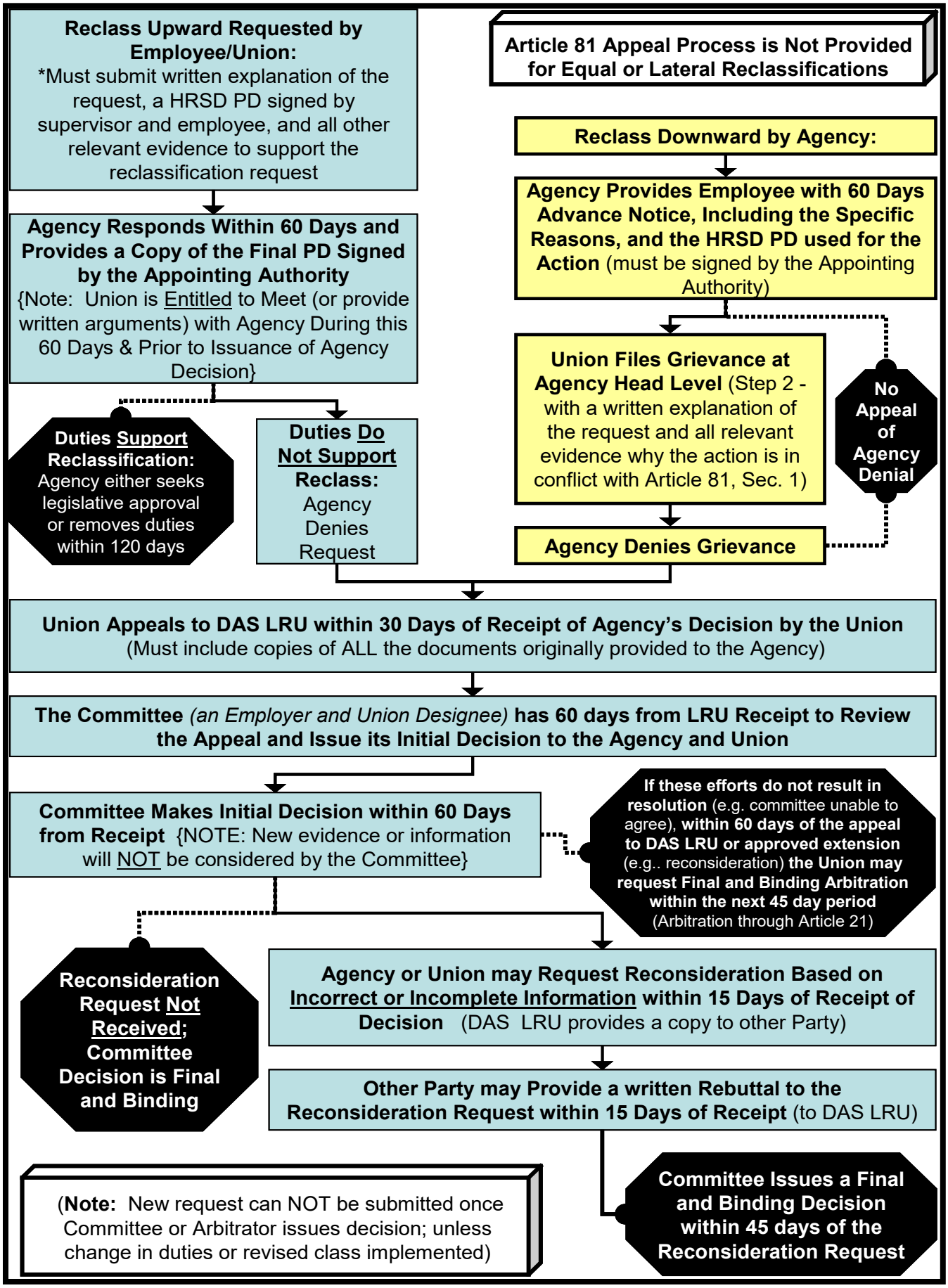
APPENDIX F – GRIEVANCE & RECLASSIFICATION TIMELINES

NOTE: The timeline for the Employer response at each grievance step shall begin the first day following the day of receipt. The timeline for the Union appeal to the next higher step shall begin the first day following the day the Employer response is due or received.

GRIEVANCE	TIME TO FILE	STEP 1	STEP 2	STEP 3	STEP 4
Discipline	Within 30 calendar days from the date of discipline		**Step 2 - Agency Head** within 30 calendar days of discipline	**Step 3 - LRU** Within 15 calendar days after Step 2 response was due or received	**Step 4 - LRU Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Non-Disciplinary Except : Group, Discrimination, Reclassification	Within 30 calendar days of the violation	**Step 1 - Immediate excluded supervisor** within 30 calendar days of the violation	**Step 2 - Agency Head** within 15 calendar days after Step 1 response was due or received	**Step 3 - LRU** Within 15 calendar days after Step 2 response was due or received	**Step 4 - LRU Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Group - issues involving 2 or more supervisors in the same agency	Within 30 calendar days of the violation		**Step 2 - Agency Head** within 30 calendar days of the violation	**Step 3 - LRU** Within 15 calendar days after Step 2 response was due or received	**Step 4 - LRU Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Group - issues involving more than one agency	Within 30 calendar days of the violation			**Step 3 - LRU** Within 30 days of the violation	**Step 4 - LRU Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Discrimination - sexual harassment, gender identity, or sexual orientation**	Within 30 calendar days of the violation		**Step 2 - Agency Head** within 30 calendar days of the violation	**Step 3 - LRU** Grievance must be received within 15 calendar days after Step 2 response was due or received.	**Step 4 - LRU Appeal to Arbitration** within 45 calendar days after the Step 3 response was due or received.
Discrimination - race, color, marital status, religion, sex, national origin, age, mental or physical handicap	Within 30 calendar days of the violation		**Step 2 - Agency Head** within 30 calendar days of the violation	May be referred to Equal Employment Opportunity Commission or Bureau of Labor & Industries if unresolved (no arbitration remedy).	
Leave - Family Medical Leave Act (FMLA)/Oregon Family Leave Act (OFLA)	Within 30 calendar days of the date of violation		**Step 2 - Agency Head** within 30 calendar days of the violation - send a copy to LRU	May be submitted to Dept. of Labor if unresolved.	
Reclassification Downward	Within 30 calendar days of notice that the position will be reclassified down		**Step 2 - Agency Head** within 30 calendar days of the notice	**Step 3 - LRU** Must be appealed by the **Union** within 30 calendar days after Agency decision. Joint panel will review within 45 days.	**Step 4** - Decisions of the panel are binding, but if panel doesn't agree, **Union** may request arbitration within 45 calendar days after the panel response was due or received.

REQUEST	FILING AT AGENCY LEVEL	APPEAL TO COMMITTEE	COMMITTEE RECONSIDERATION	ARBITRATION
Reclassification Upward (See Appendix G) **(Note: Do not use grievance form.)**	**AGENCY –** Submit written explanation of the request, CHRO PD signed by supervisor and employee, and all other relevant evidence to Appointing Authority. The Agency has 60 days to review. The Union may present further written arguments or meet during the 60-day time period and prior to the Agency's decision.	**LRU –** Must be appealed by the **Union** within 30 calendar days after Agency decision. Appeal Committee will review within 60 days and issue a preliminary decision. Committee decisions become final if not reconsidered.	**LRU –** Reconsideration may be requested within 15 days if decision is based on incomplete or incorrect information. Binding final Committee decisions are issued within 45 calendar days.	If these efforts do not result in resolution (e.g. committee unable to agree), within 60 days of the appeal to DAS LRU or approved extension (e.g.. reconsideration) the Union may request Final and Binding Arbitration within the next 45 day period (Arbitration through Article 21).

Note: In case of any discrepancy, the affected provisions of the articles or law shall prevail.
** Tort claim notice must be filed with employer within 180 days .


Reclass Upward Requested by Employee/Union:
*Must submit written explanation of the request, a HRSD PD signed by supervisor and employee, and all other relevant evidence to support the reclassification request
Article 81 Appeal Process is Not Provided for Equal or Lateral Reclassifications
Reclass Downward by Agency:
Agency Provides Employee with 60 Days Advance Notice, Including the Specific Reasons, and the HRSD PD used for the Action (must be signed by the Appointing Authority)
Agency Responds Within 60 Days and Provides a Copy of the Final PD Signed by the Appointing Authority
{Note: Union is Entitled to Meet (or provide written arguments) with Agency During this 60 Days & Prior to Issuance of Agency Decision}
Union Files Grievance at Agency Head Level (Step 2 - with a written explanation of the request and all relevant evidence why the action is in conflict with Article 81, Sec. 1)
No Appeal of Agency Denial
Duties Support Reclassification: Agency either seeks legislative approval or removes duties within 120 days
Duties Do Not Support Reclass: Agency Denies Request
Agency Denies Grievance
Union Appeals to DAS LRU within 30 Days of Receipt of Agency's Decision by the Union
(Must include copies of ALL the documents originally provided to the Agency)
The Committee (an Employer and Union Designee) has 60 days from LRU Receipt to Review the Appeal and Issue its Initial Decision to the Agency and Union
Committee Makes Initial Decision within 60 Days from Receipt {NOTE: New evidence or information will NOT be considered by the Committee}
If these efforts do not result in resolution (e.g. committee unable to agree), within 60 days of the appeal to DAS LRU or approved extension (e.g.. reconsideration) the Union may request Final and Binding Arbitration within the next 45 day period (Arbitration through Article 21)
Reconsideration Request Not Received; Committee Decision is Final and Binding
Agency or Union may Request Reconsideration Based on Incorrect or Incomplete Information within 15 Days of Receipt of Decision (DAS LRU provides a copy to other Party)
Other Party may Provide a written Rebuttal to the Reconsideration Request within 15 Days of Receipt (to DAS LRU)
(Note: New request can NOT be submitted once Committee or Arbitrator issues decision; unless change in duties or revised class implemented)
Committee Issues a Final and Binding Decision within 45 days of the Reconsideration Request

APPENDIX H – FEASIBILITY STUDY FOR CONTRACTING-OUT WORK AFFECTING SEIU, LOCAL 503, OPEU REPRESENTED EMPLOYEES

THIS FORM IS AVAILABLE ELECTRONICALLY ON DAS CHRO'S WEBSITE:
http://www.oregon.gov/DAS/CHRO/pages/cbas.aspx

SECTION 1		
A. Have you consulted with the agency's Human Resource Manager regarding intent to contract out work that could potentially fall under Article 13? ▪ ***Identify Staff Contacted:*** _____	Yes ☐	No ☐
B. If yes, has notice of the agency's decision to conduct a feasibility study been provided to SEIU Local 503, OPEU? * *If* **Yes**, *attach copies of the correspondence.*	Yes* ☐	No ☐
C. Is this a new or continuing contract? * ***If continuing contract skip directly to Section 2 (Complete O and P).***	New ☐	Continuing* ☐
D. The work to be contracted is due to: * *If legislative mandate, reference below:* _____	Legislative Mandate* ☐	Agency Decision ☐
E. Why is contracting-out being considered?		
F. Is the work to be contracted being performed by SEIU Local 503, OPEU bargaining unit employees?	Yes ☐	No ☐
G. Description of work to be contracted, including affected classifications and geographic location(s)/work area(s):		
H. Will SEIU Local 503, OPEU bargaining unit employees be displaced as a result of contracting-out this work? * *If yes, list number of affected bargaining unit employees by classification and geographic location. (Attach additional page(s), if necessary.)*	Yes* ☐	No ☐

I. Estimated cost to perform work by SEIU Local 503, OPEU bargaining unit employees, including labor, equipment, materials, supervision, and other indirect costs:

Estimate Worksheet (detail cost calculations):

Direct costs are those costs for performing the work to be contracted. In calculating direct in-house costs, list only those costs which will be eliminated if the work is contracted-out.		*Indirect costs include, but are not limited to, the costs of facilities, utilities, and other administrative costs apportioned among agency programs. Write in these costs below, as necessary.*	
DIRECT COSTS		**INDIRECT COSTS**	
Labor*	$		$
Equipment	$		$
Materials	$		$
	$		$
	$		$
TOTAL =	*** $**	**TOTAL =**	**** $**

*** Total Direct Costs $ ____**

**** Total Indirect Costs + $ ____**

(Item I - Total Costs) $ _____

Attach additional page(s) showing detail on how the above costs were calculated for each item listed, including number of FTEs by classification; costs for each classification, including salary and other payroll expenses (OPE).

**** Count only 80% of the state employee's straight-time wage rate.***

J. Estimated cost to contract, including agency contract administration (inspecting and overseeing contractor's work & contract compliance):

Estimate Worksheet:

Estimated Contract Amount $ _____

Contract Administration + $ _____

TOTAL (Item J) = $ _____

Attach page(s) showing detail on how the above costs were calculated for each item listed, including, for contract administration costs, the number of FTEs by classification; and components of labor costs/OPE (salary, health, pension, social security).

K. Actual Savings: Difference between direct in-house costs from Part I and contract costs from Part J. $ ____

L. Estimated costs to the agency, if any, for specific activities required preparing for contracting-out of the work. $ ____

(e.g., information technology hardware and/ or software upgrade).

M. Factors considered in decision to contract (cost, lack of staff or equipment, expertise, etc.):

N. How will the quality of the services be maintained by contracting-out of work?

SECTION 2 – Renewal of Existing Contract

O. How has the contractor's performance affected the delivery of effective and efficient services?

P. Is the cost of continuing the contracting-out of services greater than the most recent bid? Yes* ☐ No ☐

* If yes, itemize the services and additional cost that will be incurred.

Prepared by: _____ Date: _____

Distribution:
- Agency's Human Resource Office
- Labor Relations, DAS, Attn: LRU (LRU@oregon.gov)
- SEIU Local 503, OPEU, Attn: Legal Department (seiu_studies@seiu503.org)

2019-2021 MASTER AGREEMENT SIGNATURE PAGE

Executed this: 20th day of **September 2019** at Salem Oregon.

FOR THE STATE OF OREGON

Katy Coba, Exec. Director, Dept. of Administrative Services (DAS)

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

Nettie Pye, DAS/CHRO Central Table Negotiator

Erin West, DAS/CHRO Central Table Negotiator, Human Services Coalition

Kristina Koos, DAS/CHRO LRU Negotiator, Institutions Coalition

Glenn West, DAS/CHRO LRU Negotiator, ODOT Coalition

Debbie Pillsbury-Harvey DAS/CHRO LRU Negotiator Special Agencies Coalition

Erin Haney, DAS/CHRO LRU Central Table, Coalitions Analyst

Jennifer Crane, OPRD ODOT Coalition

Kim Dettwyler, for DOR Special Agencies Coalition

Carla Finegan, ODOT ODOT Coalition

Brian Light, for DCBS Special Agencies Coalition

Buffy Rider, DHS/OHA Institutions Coalition

Bonnie Rose, DHS Human Services Coalition

Shauneen Scott, OED, Special Agencies Coalition

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Electronic version of the Master Agreement and all coalitions are located at:
http://www.oregon.gov/das/HR/Pages/LRU.aspx