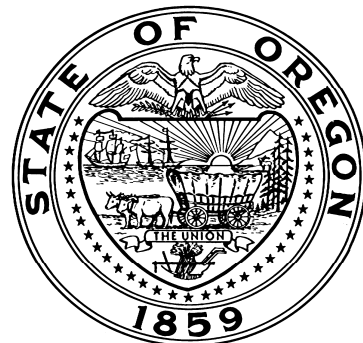


# COLLECTIVE BARGAINING AGREEMENT



*between*

# DAS

DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES

*on behalf of*

The Oregon Military Department

*and*

# AFSCME

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES

LOCAL 3932

2009

-

2011

# OREGON MILITARY DEPARTMENT

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## PREAMBLE

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

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

### ARTICLE 1 - SCOPE OF AGREEMENT

#### Section 1.

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

#### Section 2.

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

### ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of the last signature on this Agreement, unless otherwise indicated in this Agreement, through June 30, 2011. Negotiations for a successor agreement will commence between January 2, 2011, and February 15, 2011.

### ARTICLE 3 - UNION SECURITY

#### Section 1.

The Department agrees to allow duly certified Union Representatives thirty (30) minutes, for employee orientation, to speak to new employees about the Union's exclusive recognition, its benefits, and services available to the membership. The Union will notify the Personnel Manager of the Department in writing of its representatives from District Council 75 who will be "Union Representatives."

#### Section 2.

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

#### Section 3.

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

#### Section 4. Stewards.

The Union may select, and shall certify in writing to the Department and Employer, employees designated by the Union to act as Union Stewards. Stewards shall have authority to investigate and resolve grievances. The investigation and processing of employee grievances will be permitted during work hours without loss of pay, provided however that if the permitted activities would interfere with either the Steward's or the grievant's duties, management shall, within a reasonable period of time, arrange a mutually satisfactory time for the requested activity. Time spent in investigating or processing a grievance without proper notification and release by an appropriate supervisor involved will be considered unauthorized leave without pay for both the Steward and the grievant. An employee may request and have present a Steward or designated Union Representative at any discussions on disciplinary actions, or grievance proceedings, or other matters that might adversely and substantially affect the employee's future employment, pay, or chances for promotion.

#### Section 5. Communications.

a. The Department agrees to furnish bulletin boards in convenient places to be used by the Union for the posting of official Union notices only. The Union shall keep the bulletin boards neat and orderly.

b. Upon written request, the Union may request the use of the Department facilities for meetings to the extent it does not interfere with Department operations.

#### Section 6. Dues Deductions.

On the first pay period of each month, the Department shall deduct from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions pursuant to ORS 292.055 a sum equal to Union dues. This deduction shall begin on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement.

#### Section 7. Fair Share.

Employees in the bargaining unit who are not members of the Union shall make payments in lieu of dues which shall be the equivalent of regular Union dues. Beginning with the first payroll period after the execution of this Agreement and on each period thereafter, the Department will deduct from the wages of each bargaining unit employee who is not a Union member the payments in lieu of dues required by this Article. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment. The Department shall remit a payment for all said deductions to the Union by the 20th of the month after the deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from whom deductions were made.

During the life of this Agreement, the Union will notify the Department periodically of individuals who have become members of the Union and to whom the Fair Share provisions of this Article will not thereafter apply.

Any employee who is a member of a bona fide religious organization having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity.

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

#### Section 8. Employee Reports.

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

#### Section 9.

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

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

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

#### Section 10. Negotiations

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

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

#### Section 11. AFSCME President Leave.

a. Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from his/her position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than his/her full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit.

AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-

related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.

b. Short Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit and the Agency's Human Resource Manager, up to four (4) Presidents/designees from AFSCME Council 75 Central Table participating Agencies shall be given release time from his/her position for a period of time up to three (3) months for the performance of Union duties related to the collective bargaining relationship. Only one (1) employee from a bargaining unit and a total of four (4) employees from all Central Table participating bargaining units may be on such leave at any one (1) period in time. Such requests will be granted unless the affected Agency can demonstrate that the employee's absence would adversely impact the operating needs of the employee's work unit. If granted, such time may also be taken on an intermittent basis. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits.

### Section 13. Names of Retirees.

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

## ARTICLE 4 - UNION/MANAGEMENT MEETINGS

### Section 1. Purpose.

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

### Section 2. Committee Composition.

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

### Section 3. Meetings and Agenda.

The Labor/Management Committee shall meet as necessary.

Labor/Management Committee meeting agendas shall be prepared in advance. Items for inclusion on an agenda shall be provided to all members at least five (5) working days in advance of the scheduled meeting. The parties shall attempt to compile a mutually agreeable agenda which will include notice of invited guests. However, if this is not possible, each party

may propose up to three (3) items for inclusion on the agenda, one (1) of which is subject to veto by the other party. Vetoed items can be discussed by the Committee, and, if the Committee agrees, be restored to a future agenda.

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

#### Section 4. Authority of Committee.

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

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

#### Section 5. Committee Evaluation and Training.

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

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

### ARTICLE 5 - COMPLETE AGREEMENT/SEPARABILITY/SAVINGS

#### Section 1. Complete Agreement.

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

#### Section 2. Legislative Action.

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

Upon signing this Agreement, both parties shall promptly submit, and jointly recommend, to the Legislative Assembly or to the Emergency Board, the passage of the funding necessary to implement this Agreement, as well as any changes in statute which may be required to accomplish that purpose.

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

Section 3. Savings.

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement shall remain in effect. The Employer and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

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

ARTICLE 6 - NO STRIKE OR LOCKOUT

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

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

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

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

ARTICLE 7 - EQUAL OPPORTUNITY

Section 1.

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

Section 2.

All complaints alleging unlawful discrimination in violation of this Agreement shall be submitted to the Department Head or their designee. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. If satisfactory solution cannot be reached, the Department Head or the designee will communicate in writing, within

thirty (30) calendar days from receipt of the complaint, the position of the Department to the complainant and the Union. If the complaint is not satisfactorily resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries for resolution. For complaints involving sexual orientation, the Employer shall apply and adhere to applicable federal and state laws.

## ARTICLE 8 - MANAGEMENT RIGHTS

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

## ARTICLE 9 - CONTRACTING OUT

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

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

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

Section 2. The Employer shall evaluate the Union's alternate proposal provided under Section 1. If the Employer's evaluation of the Union's alternate proposal confirms that it would result in

providing quality and savings equal to or greater than that identified in the management plan, the Parties will agree in writing to implement the Union proposal.

Section 3. Should any full-time bargaining unit member become displaced as a result of contracting out, the Employer and the Union shall meet to discuss the effect on bargaining unit members. The Employer's obligation to discuss the effect of such contracting does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution procedure of ORS 243.712, 243.722, or 243.742, concerning the decision or the impact.

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

Section 4. Once an Agency makes a decision to contract out, the Agency will choose either (a) or (b) below. The Agency will notify affected employees of the option selected. The Agency will post and provide to the Union, a list of service credits for employees in all potentially affected classifications within the Agency. Within five (5) business days of the notice, the affected employees will notify the Agency of acceptance of the Agency's option or decision to exercise his/her rights under (c) below:

a. Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 33, an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or

b. Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 22, Filling of Vacancies, this Article shall prevail.

c. An employee may exercise all applicable rights under Article 33, Layoff.

Section 5. The following provisions govern the administration of the requirement under this Article to conduct feasibility studies in cases of contracting out and will supplement the provisions included in the contract.

a. The Employer agrees that all AFSCME represented state agencies will conduct a feasibility study in instances of contracting out work performed by bargaining unit employees when contracting out will result in displacement of bargaining unit employees.

b. The Parties agree that AFSCME-represented agencies will send directly to AFSCME's Executive Director and to DAS HRSD Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

## ARTICLE 10 - PERSONNEL RECORDS

### Section 1.

The Department shall maintain one (1) official personnel file for each employee, located at the primary administrative Personnel Office for the Department. An employee may, upon request, inspect the contents of their official Department personnel file. No grievance shall be kept in the personnel files after the grievance has been resolved except the resolution.

Section 2.

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

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

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

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

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

ARTICLE 11 - EMPLOYEE RIGHTS

Section 1.

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

Section 2.

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

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

## ARTICLE 12 - DISCIPLINE AND DISCHARGE

### Section 1.

The principles of progressive discipline shall be used. No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause.

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local union steward or an AFSCME Council Representative before the interview, but such consultation shall not cause an undue delay.

### Section 2.

a. Discharge of a regular status employee may be appealed by the Union to binding arbitration following the conclusion of the Labor Relations Review step of the Grievance Procedure. Step 1 of a Discharge grievance will be with the chief officer of a base (if applicable) or with the head of the employee's division within the Military Department. Step 1 may be waived by mutual agreement of the union and applicable manager.

b. An FLSA-non-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. An FLSA-exempt employee demoted or suspended consistent with the salary basis requirements of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion or suspension of a regular status employee may be appealed to Step 2 of the Grievance Procedure within fifteen (15) calendar days from the effective date of the action. Any further appeal of an action specified in sub (b) shall follow the procedure and time frames outlined in Article 13, Grievance Procedure.

### Section 3.

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

### Section 4.

If the Department has reason to discipline an employee, it shall be done in a manner which will not embarrass or humiliate the employee in front of other employees or the public.

#### Section 5.

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

#### Section 6.

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

### ARTICLE 13 - GRIEVANCE PROCEDURE

#### Section 1.

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

#### Section 2.

It is the intent of the Department and the Union to resolve employee problems and complaints, or differences in the interpretation of the contract, by informal methods if possible. However, if the Union or an employee desires a formal resolution of any grievance or dispute, which arises concerning the application, meaning, or interpretation of this Agreement (except complaints of discrimination in Article 7), such grievance shall be resolved as provided under Section 3 of this Article.

#### Section 3. Grievance Steps.

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

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

#### Section 4. Labor Relations Review.

If the grievance remains unresolved at STEP 2, the Union may file the grievance with the Labor Relations Unit within fifteen (15) calendar days following receipt of the response at

STEP 2. The Division shall respond within fifteen (15) calendar days following receipt of the appeal.

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

#### Section 5. Submission to Arbitration.

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

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

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

#### Section 6. Mediation.

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

#### Section 7. Selection of the Arbitrator.

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

#### Section 8. Arbitrator's Authority.

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

#### Section 9. Expenses of Arbitration.

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

#### Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

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

## ARTICLE 14 - INSURANCE

Section 1.

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

The contribution for eligible participating part-time employees with eighty (80) or more hours paid time for the month will be prorated based on the ratio of paid regular hours to full-time hours to the nearest full percent.

Effective January 1, 2009 through December 31, 2009, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible full-time employee who has at least eighty (80) paid regular hours in a month.

Section 2.

For plan year January 1, 2010 through December 31, 2010, the Employer will increase its monthly contributions by up to five percent (5%) of the actual monthly composite resulting for plan year 2009, should the cost of insurance premiums increase by that amount or more.

For plan year January 1, 2011 through December 31, 2011, the Employer will increase its monthly contributions by up to five percent (5%) of the actual monthly composite resulting from plan year 2010.

Should rates for 2010 or 2011 exceed the employer contribution, the parties shall jointly petition the Public Employees Benefit Board to use reserve funding to support any premium increase above five percent (5%) during either plan year.

The parties may jointly petition the PEBB to do as follows: Employees who live in counties where the PEBB considers there to be an insufficient number of preferred primary care providers within the PPO network will receive the same level of benefits when they use a non-preferred primary care provider as they would using a preferred primary care provider.

## ARTICLE 15 – RETIREMENT, SALARY AND WAGES

### Section 1. Public Employees Retirement System (“PERS”) Members.

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

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

### Section 2. Oregon Public Service Retirement Plan Pension Program Members.

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

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

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

In the event that the State’s payment of a six percent (6%) employee contribution under Section 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

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

## ARTICLE 16 - SALARY ADMINISTRATION

### Section 1. Merit Salary Increase<sup>1</sup>.

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

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

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

### Section 2. Salary on Demotion.

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

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

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

This Section shall not apply to demotions resulting from official disciplinary actions, nor does it provide any entitlement to "freeze" or "red circle" the employee's rate of pay should the employee be demoted to a salary range whose highest step is below the employee's rate of pay.

### Section 3. Salary on Promotion.

An employee shall be given an increase to the next higher rate in the new salary range effective on the date of promotion. If the employee is demoted, removed or voluntarily demotes from the promotional position within the first six (6) months following the effective date of promotion, the employee will be restored to their previous classification or comparable salary level at the salary step and with the salary eligibility date which the employee would have had if not promoted, unless charges are filed and he or she is discharged as provided in Article 12, Discipline and Discharge.

### Section 4. Salary on Lateral Transfer.

An employee's salary and merit review date shall at a minimum remain the same when transferring from one (1) position to another which has the same salary range.

### Section 5. Effect of Break in Service.

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<sup>1</sup> See attached Letter of Agreement (Step Freeze Advancement and Add/Drop Steps).

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

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

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

#### Section 7. Overpayments.

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

- a. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
- b. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
- c. If there is no mutual agreement at the end of the thirty (30)-calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.
- d. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump-sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

#### Section 8. Underpayments.

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

b. This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as leadwork, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

#### Section 9.

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

#### Section 10.

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

## ARTICLE 17 - PAYROLL COMPUTATION PROCEDURES

### Section 1.

All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or Holiday, employee paychecks shall be made available after 8 a.m. on the last working day of the month. The release day for December's paycheck(s) dated January 1 shall be the first working day in January to avoid the risk of December's paycheck(s) being included in the prior year's earnings for tax purposes.

### Section 2. Definitions.

a. Permanent Full-Time. A permanent position equivalent to eight (8) hours per day or forty (40) hours per week. A permanent full-time employee will be paid on a monthly salary basis, and all benefits will be calculated on a monthly pay status basis.

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

c. Seasonal Part-Time. A seasonal position normally less than equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on an hourly basis and all benefits will be calculated on a partial pay period, pay status basis.

d. Number of Workdays in Month or Pay Period. Number of possible workdays in the month or pay period based on the employee's weekly work schedule. Holidays that fall within the employee's work schedule are counted as workdays for the month or pay period.

e. Hourly Rates of Pay. The hourly equivalent of the monthly base rates of pay as published in the Compensation Plan. The hourly rates are computed by dividing the monthly salary by 173.33.

f. Partial Month's Pay. A prorated monthly or pay period salary. The number of hours actually worked by an employee divided by the total number of possible hours in the month or pay period based on the work schedule, times the full monthly or pay period salary rate. For example, if the employee works one hundred fifteen (115) hours in a month or pay period with a possible work schedule of one hundred twenty-one (121) hours, the partial month's pay is computed as follows:

$115 \div 121 \text{ H full month salary} = \text{gross partial pay.}$

g. Days Worked. Includes all days for which the employee is in paid status.

### Section 3. General Compensation.

a. Permanent Full-Time Employees. Pay and benefits will be computed on a monthly pay status basis.

b. Permanent Part-Time Employees.

(1) Pay and benefits will be computed on a prorated monthly or pay period basis, such as one-half (1/2) monthly or pay period pay for a half-time employee. Permanent part-time employees in permanent full-time positions will be treated as permanent part-time for purposes of this Article.

(2) Employees paid on a fixed partial monthly basis shall have all extra hours worked over the regular part-time schedule paid at the hourly rate. Employees paid on a fixed partial monthly basis who work less than the regular part-time schedule shall have time and wage deducted at the hourly rate.

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

d. Partial Month's Pay or Partial Pay Period.

(1) Partial month's pay (or prorated monthly or pay period) is applied when:

A. A full-time employee is hired on a date other than the first working day of the month or pay period (based on employee's work schedule).

B. A full-time employee separates prior to the last workday in the month or pay period (based on the employee's work schedule).

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

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

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

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

#### Section 4.

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

#### Section 5.

The parties agree that pay advances will be kept to an absolute minimum and are for emergencies. Within that context, employees may obtain an advance on their salary. The amount of the request shall not exceed sixty percent (60%) of gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the 15th of the month. If any employee requests more than two (2) pay advances in the state fiscal year, management has the right to deny it, if a valid emergency does not exist as determined by the Director of State Personnel.

### ARTICLE 18 - OVERTIME

#### Section 1.

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

#### Section 2.

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

#### Section 3.

Eligible employees as defined by FLSA, shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of eight (8) hours per day or forty (40) hours in any one (1) workweek. No application

of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2), or to effect "pyramiding" of overtime and penalty payments.

#### Section 4.

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

#### Section 5.

Eligible employees shall receive compensatory time off for overtime worked, unless an employee requests, in writing, to receive cash. Requests for cash are subject to operating requirements and budgetary constraints as determined by the Agency. Overtime worked will be paid in accordance with payroll administration procedures.

#### Section 6. Assignment of Overtime.

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

#### Section 7. Notice of Overtime.

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

#### Section 8. Distribution of Overtime.

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

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

#### Section 9.

Grievances which grieve the eligibility of employees for overtime shall follow the procedure in Article 13, Steps 1 and 2. If the grievance is still unresolved after Step 2, the affected employee may file a charge with the Bureau of Labor and Industries (BOLI), Wage and Hour Division, or with the U. S. Department of Labor (DOL).

#### Section 10. Exempt Employees.

a. Employees occupying positions which have been determined by the Agency to be executive, administrative or professional as defined by the Fair Labor Standards Act shall receive time off for authorized time worked in excess of forty (40) hours in a workweek.

b. The rate of compensation shall be one (1) hour off for one (1) hour of overtime worked. Time off shall be used within the fiscal year earned or shall be lost. The scheduling of time off shall be consistent with provisions for requesting accrued leave time or Agency practice whichever is applicable.

c. Nothing in this article modifies, amends or eliminates any specific language in any agreement or Agency practice to modify an employee's work schedule during the same workweek in which authorized overtime is worked.

### Section 11. Youth Challenge Program.

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

Overtime to a maximum accrual of eighty (80) hours shall be paid in the form of compensatory time off. Any additional overtime accrual must first be approved by the Program Director, Operations Manager, or Residential Services Manager and may be paid by supplemental payroll check.

(Reference YCP LOA in the back of the contract.)

## ARTICLE 19 - MILEAGE, TRAVEL, AND MOVING REIMBURSEMENT

### Section 1. Travel and Mileage Allowance.

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

### Section 2. Moving Expenses.

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

## ARTICLE 20 - DIFFERENTIALS

### Section 1. Night Shift Differential.

a. Night shift differential shall apply to all bargaining union members except part-time employees working less than thirty-two (32) hours per month.

b. In order to qualify for night shift differential, an employee must be in a position which is eligible for overtime compensation.

c. An employee shall be paid a differential of seventy-five cents (75¢) for all hours of any shift worked between the hours of 6 p.m. and 6 a.m. and all day Saturday and Sunday effective with the signing of this Agreement. A major portion of an hour is a period of thirty (30) minutes or greater.

d. When a supervisor requires an employee to work a split shift with a break of more than two (2) hours during a normal duty day, the employee shall be paid night shift differential for those hours worked between 6 p.m. and 6 a.m.

### Section 2.

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

### Section 3. Bilingual Differential.

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

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

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

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

#### Section 5. Limited Maintenance Electrician (LME) Differential.

Employees in the classification Facility Maintenance Specialist (4012) shall be paid a differential of five percent (5%) above their base rate of pay when duties are assigned in writing which require a Limited Maintenance Electrician license.

#### Section 6.

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

### ARTICLE 21 - PENALTY PAY

#### Section 1. Call Back Compensation.

a. Call back is an occasion where an employee has been released from duty and is called back to work prior to the employee's normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except that the Department shall not be obligated to work the employee more than twelve (12) consecutive hours, and sixteen (16) hours for employees in Security at Portland Air Base and Kingsley Field and the employee may choose not to work more than twelve (12) consecutive hours, and sixteen (16) hours for employees in Security at Portland Air Base and Kingsley Field excluding meal periods, of combined call back time and regular shift time.

b. An employee who is called back to work outside their scheduled work shift shall be paid a minimum of the equivalent of two (2) hours' pay computed from when the employee actually begins work.

c. The provision does not apply to telephone calls at home or overtime work which is essentially a continuation of the scheduled work shift.

#### Section 2. Reporting Compensation.

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

b. An employee's reporting time may be changed, without penalty, if the employee is notified a minimum of twenty-four (24) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without proper notice, the employee shall be entitled to a penalty payment of twenty-one dollars (\$21), except as noted under Article 37, Section 5(a)(b).

### Section 3. Show-up Compensation.

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

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

### Section 4. Modification of Work Schedule.

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

## ARTICLE 22 - FILLING OF VACANCIES

### Section 1.

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

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

### Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit. Education and training shall be as provided under Article 41.

### Section 3.

All bargaining unit positions which the Department intends to fill by competitive recruitment shall be posted for a period of not less than two (2) weeks, unless there is an existing list for the classification. Job announcements shall be disseminated through Distribution A and B and posted immediately to insure employees receive timely notification of job opportunities.

### Section 4. Youth Challenge Program.

The employer shall consider existing ORNGYCP employees to fill any vacant program position prior to using any other recruitment process. The employer shall provide notice of such vacancies by posting an announcement on the employee bulletin board. Employees in the same classification as the vacant position may volunteer to fill that position and the employer shall consider such volunteers on the basis of seniority. Seniority for filling such vacancies is defined as total length of service with the Oregon Military Department.

## ARTICLE 23 - RESTORATION

After termination of unclassified, exempt, or management service for reasons other than specified by ORS 240.555, employees who held positions in the Department shall be restored to their former status in classified or unclassified service. If a reduction in force is required in connection with such return, it shall be accomplished through Article 33, Layoff, as if the employee returning had always been a part of the bargaining unit.

## ARTICLE 24 - TRIAL SERVICE

### Section 1.

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

### Section 2.

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

### Section 3. Trial Service for Part-time Employees.

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

### Section 4.

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

### Section 5.

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

### Section 6.

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

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

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

ARTICLE 25 - LIMITED DURATION APPOINTMENTS

Section 1.

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

Section 2.

a. No newly hired person on a limited duration appointment shall be entitled to any layoff rights under this Agreement.

b. An employee appointed from permanent regular status in the Department to a limited duration appointment shall be entitled to return to the employee's former permanent regular status classification in the Department when the limited duration appointment is terminated. First priority shall be given to offering reinstatement position within the former work location. If a position is not available within the former work location, a reinstatement position shall be offered in some other work location. Such return rights shall not apply if charges are filed and the employee is discharged as provided in Article 12, Discipline and Discharge.

Section 3.

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

- a. That the appointment is of limited duration;
- b. That the appointment may cease at any time;
- c. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2 (b) of this Article;

d. Those persons who accept a limited duration appointment who were formerly Department employee are entitled to rights under the layoff procedure starting from the prior class within the Department; and

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

## ARTICLE 26 - JOB SHARING

### Section 1.

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

### Section 2.

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

### Section 3.

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

### Section 4.

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

### Section 5.

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

## ARTICLE 27 - VOLUNTARY DEMOTION

An employee may make a request in writing to the Appointing Authority for a demotion from a position in one (1) classification to a vacant position in a classification of a lower rank

for which the employee is qualified. If the Appointing Authority approves the request, the employee so demoted may, at a later date, request that their name be placed on an appropriate list for reemployment to the higher classification.

## ARTICLE 28 - PERSONAL LEAVE DAYS

### Section 1.

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

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

### Section 2.

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

### Section 3.

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

### Section 4.

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

## ARTICLE 29 - SICK LEAVE

### Section 1. Sick Leave With Pay.

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

- a. Eligibility for Sick Leave With Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.
- b. Determination of Service For Sick Leave With Pay. Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee is in pay status for thirty-two (32) hours or more in that month.
- c. Accrual Rate of Sick Leave With Pay Credits. Full-time employees shall accrue eight (8) hours of sick leave with pay credits for each full month they are in pay status. Employees who are in pay status for less than a full month, but at least thirty-two (32) hours shall accrue sick leave with pay on a prorated basis.

### Section 2. Utilization of Sick Leave With Pay.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster child, grandchild, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another

member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee has the duty to insure that they make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Department to support the employee's claim for sick leave, if the employee is absent in excess of three (3) days, or if the Department has evidence that the employee is abusing sick leave privileges. The Department may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Department has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. In cases of pregnancy, the Department may require a certificate from the attending physician to determine if the employee should be allowed to work.

### Section 3. Bereavement Leave.

a. Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of the affected collective bargaining agreements, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. The Agency may request documentation. If additional earned leave is needed, an employee may request to use earned sick leave credits, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. Employees may, with prior authorization, use accrued vacation leave or compensatory time. Regular and Trial Service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must have exhausted all available accumulated leave and qualify to receive hardship leave. For purposes of this Article, "immediate family" shall include the employee's or the employee spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household.

b. Employees who have earned sick leave credits shall be eligible for sick leave, vacation leave, comp time, or leave without pay, at the option of the employee for a reasonable period of absence from employment to discharge the customary obligations arising from a death in the immediate family of the employee or the employee's spouse. For purposes of this Article, "immediate family" shall include the employee's or the employee spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household.

### Section 4. Sick Leave With Pay on Termination.

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

### Section 5. Sick Leave Exhausted.

a. After earned sick leave has been exhausted, the Department shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position. The Department may, at its discretion, request such certification as may be necessary as to the employee's abilities to return to work.

b. After earned sick leave has been exhausted, the Department may grant sick leave without pay for any non-job-incurred injury or illness of continuous and extended nature

to any employee upon request for a period up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the Department.

c. The Department may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits or existing employer paid health insurance shall be borne by the Department. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service may be terminated.

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

#### Section 6. Restoration of Sick Leave Credits.

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

#### Section 7. Transfer of Accruals.

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

#### Section 8. Workers' Compensation Payment.

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

#### Section 9. Hardship Leave.

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

- a. The recipient and donor must be regular status employees of the Department.
- b. The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.

c. Use of donated leave shall be consistent with those provisions found under this Article, Section 2.

d. Applications for hardship leave shall be in writing and sent to the Department's Personnel Section and accompanied by the treating physician's written statement certifying that the illness or injury will continue for thirty (30) days or a period of time agreed to by the Appointing Authority following donee's projected exhausting of the accumulated leave. Donated leave may be used intermittently.

e. Access to hardship leave shall cease if the recipient fails to provide an updated physician's certificate verifying the continuation of the illness or injury within ten (10)-working days of a request for an updated certificate.

f. Donations shall be credited at the donor's current regular hourly rate of pay. Donations shall be used to reimburse the Department for such costs as are incurred for insurance contributions pursuant to Article 14 for which the recipient is eligible to receive as a result of their use of donated hardship leave.

g. Accumulated leave includes, but is not limited to, sick leave, vacation leave, personal business leave, and compensatory leave accruals.

h. Employees otherwise eligible for or receiving Workers' Compensation, or on parental leave will not be considered eligible to receive donations under this Agreement.

i. Donated vacation leave or compensatory time may be provided to employees in other AFSCME Central Table participating agencies subject to the approval of the appointing authorities for the involved agencies.

## ARTICLE 30 - HOLIDAYS

### Section 1.

The following compensable holidays shall be recognized:

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

### Section 2. Special Day.

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

### Section 3. Holiday Eligibility.

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

a. Full-time employees shall receive eight (8) hours of holiday pay, provided they are in pay status their normal scheduled workday immediately before and immediately following the designated holiday.

b. Part-time, hourly employees and full-time employees on a leave without pay status shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more, provided the employee is in paid status the normally scheduled workday before and following the holiday.

### Section 4. Work on a Holiday.

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

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

### Section 5. Observance.

a. When a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Section 1 of this Article falls on a Sunday, the following Monday shall be recognized as the holiday.

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

### Section 6. Alternative Work Schedules.

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

alternative schedule to adjust the workweek schedule to accommodate a forty (40)-hour work schedule.

Section 7. Work Out-of-Class.

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

ARTICLE 31 - OTHER LEAVES

Section 1. Leaves With Pay.

a. Pre-Retirement Counseling Leave. Leave with pay for an employee to investigate and assemble a retirement program may be granted by an appointing authority for a period up to three and one-half (3-1/2) days of leave within three (3) years of the chosen retirement date. Employees shall request the use of leave provided in this Section at least ten (10) days prior to the intended day of use.

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

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

b. Service With A Jury. An employee shall be granted leave with pay for service with a jury when such service occurs during the employee's regularly scheduled shift. When an employee works hours other than those coinciding with the jury service, the employee must request a change in work schedule. The Department shall grant the employee's request upon receipt of a copy of the jury summons. The employee may keep any money paid by the court for serving on a jury. The Department reserves the right to petition for removal of the employee from jury duty if, in the Department's judgment, the operating requirements of the Department would be hampered.

c. Court Appearances. When any employee is not the plaintiff or defendant, the employee shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

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

e. Military Emergency Services Leave. An employee who is a member of the Oregon National Guard or other reserve component may use vacation, personal business, comp time, or leave without pay at their discretion to cover the absence to perform this duty. The employee shall return to work on the next normally scheduled work day following deactivation unless otherwise authorized by his/her supervisor.

f. Test and Interview Leave. With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to transfer or promotional opportunities within the Department; up to two (2) hours with pay shall be allowed for an interview for a position with another State agency.

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

## Section 2. Leaves Without Pay.

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

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

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

d. Parental Leave. A parent shall be granted a leave of absence without pay for a reasonable period of time, not to exceed six (6) months, dependent upon Department workload requirements, to care for a new baby. Extensions beyond the six (6) months or alternate work schedules may be arranged by mutual agreement between employee and supervisor.

e. Family Medical Leave. The Employer intends to conform its policies and practices consistent with the federal Family Medical Leave Act and the Oregon Family Leave Act.

f. Election Day. Work and travel will be arranged to allow employees the opportunity to vote on their own time on recognized state and federal election days unless they

are given sufficient notice to enable time to obtain an absentee ballot. In case of war, emergency conditions, or other military emergencies, this language will not apply.

ARTICLE 32 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.

Full-time employees shall be credited with forty-eight (48) hours of vacation leave the first of the month following six (6) full months of State service and thereafter vacation leave shall be accumulated as follows:

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

A full-time employee working less than a full month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service and that break does not exceed two (2) years, the employee shall be given credit for the time worked prior to the break in service. Vacation leave shall not accrue during a leave of absence without pay (LWOP), the duration of which exceeds fifteen (15) calendar days.

Section 2. Vacation Leave for Part-Time Employees.

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

First (1st) month through sixtieth (60th) month	Twelve (12) workdays for each twelve (12) full months of service (eight (8) hours per month)
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Sixty-first (61st) month through one hundred twentieth (120th) month	Fifteen (15) workdays for each twelve (12) full months of service (ten (10) hours per month)
One hundred twenty-first (121st) month through one hundred eightieth (180th) month	Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)
One hundred eighty-first (181st) month through two hundred fortieth (240 <sup>th</sup> ) month	Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) hours per month)
Two hundred forty-first (241 <sup>st</sup> ) month through three hundredth (300 <sup>th</sup> ) month	Twenty-four (24) workdays for each twelve (12) full months of service (sixteen (16) hours per month)
After three hundredth (300 <sup>th</sup> ) month	Twenty-seven (27) workdays for each twelve (12) full months of service (eighteen (18) hours per month)

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

Section 3. Vacation Leave for Seasonal Employees.

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

After a total of six (6) months (a minimum of one thousand forty (1,040) hours)	Twelve (12) workdays for each twelve (12) full months of service through fifth (5th) annual season (eight (8) hours per month)
After fifth (5th) annual season through tenth (10th) annual season	Fifteen (15) workdays for each twelve (12) full months of service (ten (10) hours per month)
After tenth (10th) annual season through fifteenth (15th) annual season	Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)

After fifteenth (15th) annual season through twentieth (20th) annual season

Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) hours per month)

After twentieth (20th) annual season through twenty-fifth (25th) annual season

Twenty-four (24) workdays for each twelve (12) full months of service (sixteen (16) hours per month)

After twenty-fifth (25<sup>th</sup>) annual season

Twenty-seven (27) workdays for each twelve (12) full months of service (eighteen (18) hours per month)

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

#### Section 4. Eligibility for Vacation Credits.

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

#### Section 5. Restoration of Vacation Leave Credits.

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

#### Section 6. Termination Vacation Pay.

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

#### Section 7. Scheduling of Vacations.

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

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

#### Section 8. Vacation Accrual.

An employee shall be allowed to accumulate a maximum of three hundred and twenty-five (325) hours of vacation leave; however, in the event of separation or layoff any unused vacation up to two hundred fifty (250) hours will be paid to the employee. An employee

transferring in from another State agency may transfer up to eighty (80) hours of accrued vacation leave. Where vacation leave is requested and denied resulting in loss of leave, the employee shall be authorized to cash out forty (40) hours of vacation leave accrued.

Section 9.

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

Section 10.

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

ARTICLE 33 - LAYOFF

Section 1.

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

Section 2.

The layoff procedure shall occur in the following manner:

- a. The Department shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Department shall notify, in writing, all affected employees of their seniority and their contractual bumping rights. The Department shall notify the Union of the seniority of all employees in all affected positions in writing. The Department shall also post a copy of the seniority of all affected positions in the geographic area on the employee bulletin board.
- b. Temporary and contractual employees working in the classification and geographic area in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.
- c. Employees shall be laid off and seniority calculated within a geographic area and within the following separate categories: Permanent full-time positions; permanent part-time positions; or seasonal full and part-time positions. An initial trial service employee cannot displace any regular status employee.
- d. An employee notified of a pending layoff shall select one (1) of the following options and communicate such choice in writing to the Human Resources Manager within five (5) calendar days from the date the employee is notified in writing:
  - (1) The employee may displace an employee in the Department with the lowest seniority in the same classification for which the employee is qualified in the same geographical area in the Department where the layoff occurs.
  - (2) The employee may displace an employee in the Department with the lowest seniority in a position in a classification with the same salary range (lateral) for which the employee is qualified in the same geographic area where the layoff occurs, provided that the employee has previously completed trial service in a position in that classification with the Department.
  - (3) The employee may demote to the lowest seniority position in any classification for which the employee is qualified within the Department and geographic area. Employees who elect to demote shall be placed on any geographic area layoff list of the

employee's choice, within the Department, for the classification from which the employee demoted.

(4) The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of their choice, within the Department, for the classification from which the employee was laid off.

e. To be qualified for the options under Sections 2(d)(1), (2) and (3), the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within two (2) weeks. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the two (2) week time period is for the purpose of orienting an employee to the position, not training the employee to perform the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Department prior to bumping into the position.

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

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

g. Job-Share.

(1) Individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of seniority shall be considered as one (1) full-time equivalent, or, as two (2) part-time employees. This determination shall be made by the Department at the time the position is created. For all current job-share positions, they shall be considered as part-time positions for purposes of this Article.

(2) Seniority for prior non-job-share time shall be determined by giving the employee one (1) point per month for any full-time worked and pro rata credit for each month spent on the job in less than full-time capacity.

(3) Seniority for a current full-time equivalent job-share position shall be determined by giving the employee one (1) point per month for each continuous month spent on the job share if the two (2) employees are to be treated as a full-time equivalent for purposes of layoff. Seniority for prior noncontinuous job-share time shall be calculated on the same basis as part-time service. Total seniority for employees in the job share position will be determined by averaging the two (2) individuals' scores.

(4) If employees in a job-share position are to be treated as part-time employees, seniority for the position shall be determined on a prorated basis as per part-time seniority computation.

h. If an employee is overfilling or underfilling a position, the employee will be considered in the position classification for the purposes of this Article. If an overfill employee is displaced, demoted in lieu of layoff, or is laid off, the employee shall retain their overfill status upon return to the employee's classification.

i. Any employee displaced by another employee exercising options under Sections 2(d)(1), (2) and (3) may also exercise any option under Section 3(d).

### Section 3.

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

There shall be no cross-bumping between the bargaining unit and management service, unless the management person had prior non-management Department service. The management person may use the bargaining unit time only in accordance with this Article.

#### Section 4.

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

- a. One (1) point per month for each full month of unbroken service in a position certified by the Employment Relations Board as represented by the Union, excluding temporary service.
- b. A break in service is a separation or interruption of employment without pay of more than two (2) years.
- c. All part-time service shall be credited on a prorated basis. Periods of authorized leave without pay will be deducted from seniority calculations.
- d. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.
- e. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given to:
  - (1) Length of continuous service with the Department;
  - (2) Length of continuous service in the job classification;
  - (3) If ties between employees still exist, the order of layoff shall be determined by the Department in such a manner as to conserve for the State the services of the most qualified employee.

#### Section 5.

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

#### Section 6.

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

#### Section 7. Department Layoff Lists.

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

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

#### Section 8. Recall.

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

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

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

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

#### Section 9. Secondary Recall Rights.

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

b. Definitions.

(1) Geographic areas, for the purpose of secondary recall, are each location for which an employee may indicate his/her willingness to relocate on the State's PD100.

(2) Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.

(3) Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined in Section 10 of this Article.

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

d. Procedures.

(1) Placement on the Secondary Recall List.

A. Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME represented bargaining units which utilize the same or successor classification from

which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the Secondary Recall List for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.

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

(2) Use of the Secondary Recall List.

A. After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted.

B. To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.

C. Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one (1) of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.

D. Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

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

A. A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.

B. Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.

C. Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months, except that employees hired into the Offender Information and Sentence Unit as Prison Term Analysts (PTA) shall serve a trial service period consistent with the Department of Corrections agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

D. Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

## Section 10. Geographic Area.

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

## Section 11.

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

## ARTICLE 34 - CLASSIFICATION AND CLASSIFICATION CHANGES

### Section 1. Work Out of Classification.

a. Temporary Work Out of Classification (WOC) Assignment. When an employee is assigned, in writing, by the supervisor for a limited time period to perform the major distinguishing duties of a position at a higher level classification for five (5) consecutive workdays, that employee shall be paid at the first step in the assigned classification or five percent (5%) more than his/her current rate of pay, whichever is greater.

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

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

c. An employee who accepts duties out of classification for training or developmental purposes shall have an agreement in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. Such assignment shall not exceed six (6) months. A copy of the notice shall be placed in the employee's file.

d. WOC Assignment Pending Reclassification. When a work out of classification assignment to a higher level is pending approval of a reclassification, pay shall be equivalent to one of the steps in the higher (WOC) classification's salary range. Appropriate WOC pay shall be the greater of:

(1) The difference between the employee's base rate of pay and the first step of the higher (WOC) classification's salary range, or;

(2) The difference between the employee's base rate of pay and the next higher rate of pay in the higher (WOC) classification's salary range;

(3) If the appropriate WOC pay above [(1) or (2)] is less than a 2.5% increase above the employee's base rate of pay, the department may use the next higher rate of pay in the higher classification's salary range to calculate WOC pay.

#### Section 2. Revision of Classification Series.

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

#### Section 3. Reclassification Procedure.

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

#### Section 4. Upward Reclassification.

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

#### Section 5. Downward Reclassification.

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

#### Section 6. Equal Reclassification Rate.

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

### Section 7. Pay for Upward Reclassification.

Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then whatever step of a new salary range constitutes a pay increase. If the new salary rate is less than a two and one-half percent (2.5%) increase, then the employee's rate shall be the next step of the new salary range. In no case shall it exceed the new salary range maximum.

### Section 8. Pay Date of Upward Reclassification.

a. Effective date of reclassification payment shall be the first of the month following the month in which the reclassification request was received by the Department Personnel Office.

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

### Section 9. Pay for Upward Reclassification Denial.

If the Legislature does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclassification request was received by the Department Personnel Officer to the date the duties were removed.

### Section 10.

a. If an employee's reclassification request is denied pursuant to Section 3 of this Article, or an employee's position is to be reclassified downward pursuant to Section 5 of this Article, the Union may appeal the decision to the Department Head or designated representative within fifteen (15) calendar days after receipt of the Department's decision. The written appeal must state:

The reason(s) why the Department's decision is arbitrary.

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

b. If the Department's response does not resolve the matter, the Union may within fifteen (15) calendar days from the date of the Department response, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to Section 7 of Article 13, Grievance Procedure. The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Department's written response in sub (a) of this Section. The appeal must state the following:

The reason(s) why the decision was arbitrary.

The arbitrator shall allow the decision of the Department to stand unless the employee finds the decision was arbitrary.

If the arbitrator finds the Department's decision is arbitrary, the arbitrator's authority shall extend only to stating if the employee's current classification is inappropriate. If the arbitrator finds the employee's current classification is inappropriate, the employee shall refer the issue to the Department for reconsideration. The arbitrator shall have no power to substitute his/her discretion for the Department's discretion on classification matters.

This Section shall supersede Section 8 of Article 13, Grievance Procedure/ Arbitration on the delineation of the arbitrator's authority on matters spoken to in this Article.

### Section 11.

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

## ARTICLE 35 - LEADWORK DIFFERENTIAL

### Section 1.

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

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

### Section 2.

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

### Section 3.

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

### Section 4.

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

### Section 5.

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

## ARTICLE 36 - POSITION DESCRIPTIONS/PERFORMANCE APPRAISALS

### Section 1. Position Descriptions.

Individual position descriptions shall be in writing and delineate the specific duties currently assigned to the position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of Article 34, Classification and Classification Changes.

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

### Section 2. Performance Appraisal.

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

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

### Section 3.

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

### Section 4.

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

## ARTICLE 37 - WORKWEEK, WORKDAY AND WORK SCHEDULE

### Section 1. Workweek Defined.

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

b. In the event an employee requests and is authorized to work a five (5), four/nine (4/9) work schedule, the workweek is defined as seven (7) consecutive calendar days

beginning at 12:01 p.m. on the requested scheduled day off and ending that same day in the following week at 12:00 p.m. (noon).

c. For FLSA-exempt employees: Professional work week is defined as a work schedule set by the supervisor and the employee which meets the needs of the agency, where starting and stopping times may vary from day to day, and the schedule is mutually agreed upon.

## Section 2. Work Schedules Defined.

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

a. Employees on a Regular Work Schedule. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements. Each employee working an eight (8)-hour day shall be allowed two (2) rest periods.

b. Employees on an Alternative Work Schedule. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements.

c. Employees expected to work two (2) or more overtime hours past their regular shift shall be entitled to a fifteen (15) minute rest period at the end of their regular shift and shall be entitled to rest periods as scheduled by the subsequent shift.

## Section 3. Meal Periods.

a. All employees working at least an eight (8)-hour workday shall be granted a nonduty meal period of not less than thirty (30) minutes and not more than one (1) hour. Such meal period shall be scheduled as close as possible to the middle of the workday. Employees working less than an eight (8)-hour workday may be granted a meal period as determined by the Department.

b. Youth Challenge Program employees shall be offered meals at the Employer's cost. Employees detailed to a work crew or camp out who are otherwise entitled to per diem allowances under the State's travel policy shall be provided meals at no cost to the employee. Group Life Coordinators shall be paid for meal periods when the nature of the work makes it impossible for the employee to be fully relieved from duty for at least one-half (1/2) hour.

## Section 4. Rest Periods.

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

## Section 5. Employee Requested Change in Work Schedule.

An employee desiring a change in work schedule may request such change to their supervisor. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to reporting pay, overtime compensation, and shift differential associated with the request. The employee's request may not be unreasonably denied, subject to the operational needs of the Department. Operational need shall be understood to include the following examples or like circumstances:

- a. National emergency or formal military declaration;
- b. State of emergency declaration by the Governor, TAG, or Installation Command where such declaration is consistent with operational readiness;
- c. Staffing level requirements necessary to provide operational coverage.

In the event of a. or b., those provisions under Article 21, Penalty Pay shall not apply.

#### Section 6. Reporting time.

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

An employee's reporting time may be changed without penalty if the employee is notified a minimum of twenty-four (24) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without the required notice, the employee shall be entitled to penalty payment at time and one-half (1-1/2) for the first two (2) hours worked.

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

#### Section 7. Bidding Security Police.

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

#### Section 8. Youth Challenge Program.

a. Shift assignments and regular days off within GLC classifications shall be determined by bid process and awarded on the basis of seniority. Employees in GLC classifications who have completed their initial trial service may bid for shifts and regular days off. All bids must be in writing and signed by the bidding employee. Bidding shall occur annually as scheduled by the employer. Shift assignments and the work schedule will be posted seven (7) days prior to the effective date. Employees who do not submit a bid will be assigned at the discretion of the employer along with trial service employees. Absent a temporary emergency situation, the employer shall make no changes to assigned shift schedules without providing at least twenty-four (24)-hours notice to the affected employees.

b. Shift exchanges between two (2) employees may be permitted upon mutual agreement of both of the employees and with the approval in writing of either the Program Director, Operations Manager, Residential Manager or a Group Life Supervisor in the absence of available upper management. The shift exchange shall be in writing on a form provided by the employer. The shift exchange agreement transfers responsibility for shift coverage to the employee who the agreement shows was scheduled to work. In no event shall the requested shift exchange subject the employer to the payment of overtime.

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

#### Section 9. Travel.

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

modification still results in the need for additional work hours, the employee shall be paid the appropriate rate of pay for all time worked over forty (40) hours in that workweek.

## ARTICLE 38 - SCHEDULING COMPENSATORY TIME OFF

### Section 1.

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

### Section 2.

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

### Section 3.

Employees shall request compensatory time off no less than five (5) calendar days before the employee wants the time off. Management will respond to the employee within five (5) days of the request. Request to use accumulated compensatory time will not be unreasonably denied, subject to the operational needs of the Department. Compensatory time may be taken in time increments of less than eight (8) hours.

### Section 4.

Except for the Youth Challenge Program (see Article 18, Section 12) an employee may accrue up to one hundred (100) hours of compensatory time. The Department may allow accrual of additional hours of compensatory time off above one hundred (100) hours if specifically requested by the employee. When the accrual exceeds forty (40) hours, a mutually agreed upon plan developed by the employee and supervisor shall be submitted to the State Personnel Office (AGP). The agreed upon plan may provide an employee up to six (6) months to use hours accrued over seventy (70). If there is no mutually agreed upon plan in place, when the leave exceeds one hundred (100) hours and after a forty-five (45) day period following the end of a pay period, the employee shall be paid for all leave over seventy (70) hours.

### Section 5.

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

## ARTICLE 39 - CAREER DEVELOPMENT

### Section 1.

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

### Section 2.

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

## ARTICLE 40 - SAFETY AND HEALTH

### Section 1.

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

### Section 2.

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

### Section 3.

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

### Section 4.

Pending determination provided for in this Article, the employee shall be given suitable work elsewhere. If no suitable work is available, the employee shall be sent home.

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

### Section 5.

The Department shall provide and maintain first aid kits for use in emergencies. Said first aid kits shall be in all work locations and shall be available for emergency use.

### Section 6.

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

## ARTICLE 41 - EDUCATION AND TRAINING

### Section 1.

The Department will, as far as it is reasonably practicable to do so, provide training and education opportunities for employees including support and technical staff. Such

opportunities may include, but not be limited to, job-related training, career development, job rotations, and special assignments. The Department will obtain and disseminate current information about available training and opportunities on a timely basis.

Section 2.

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

Section 3.

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

Section 4.

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

ARTICLE 42 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1.

The Department shall continue current practice with respect to protective clothing except as modified by this Article.

Section 2.

If the Department requires that uniform clothing of a distinctive design or fashion be worn by certain employees, the Department shall provide the designated clothing.

Section 3.

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

Section 4.

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

Section 5.

The employer shall provide safety boots to all employees who are required under OSHA regulations to wear safety boots. The Department shall provide several options to employees which meet the employer's specifications, as referenced in AGP Policy 99.200.01. These options will be presented to the local labor/management committee for concurrence. Where ADA reasonable accommodations are necessary those accommodations will be provided through the OMD State Personnel Office.

## ARTICLE 43 - INCLEMENT CONDITIONS

### Section 1.

a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1<sup>st</sup> of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two weeks advance notice to the affected employee(s).

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

### Section 2.

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

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

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

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

### Section 3.

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

### Section 4. Alternate Work Sites.

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

### Section 5. Late or Unable to Report.

Where the Agency remains open and an employee notifies his/her supervisors that he/she is unable to report to work, or will be late, due to inclement weather or weather-related

hazardous conditions, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal leave or approved leave without pay.

Section 6. Employees on Pre-scheduled Leave.

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

Section 7. Make-up Time Provisions.

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

Section 8.

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

ARTICLE 44 - WORKERS' COMPENSATION

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

ARTICLE 45 - SEASONAL EMPLOYEES

Positions represented by the Union which occur, terminate (unscheduled) and recur periodically and regularly, regardless of duration thereof, shall be designated as seasonal positions.

Employees will complete a trial service after having served a combination of seasonal periods totaling six (6) full calendar months or a minimum of 1,040 hours. A seasonal employee will not receive personal business leave unless 1,040 hours is anticipated to be worked in the season. Otherwise, seasonal employees shall be entitled to all rights and benefits of full-time employees during the employment season, except as modified by this Agreement.

A person appointed to a seasonal position during the term of this Agreement shall be informed in writing at the time of appointment that the position has been designated as a seasonal position and that the employee may expect to work only when work is available. A seasonal employee may be scheduled for work at the discretion of the supervisor when the workload for the position so justifies without any penalty pay provision for short notice.

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

Employees in seasonal positions who have reached regular status and are eligible for retirement benefits shall participate in PERS (Public Employees Retirement System). A seasonal employee shall qualify for PERS participation when at least six hundred (600) hours

have been worked in a twelve (12)-month period. A six percent (6%) special differential shall not be offered in lieu of participation in PERS.

## ARTICLE 46 - COMMERCIAL DRIVER'S LICENSE (CDL)

### Section 1. Application.

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

### Section 2. Payment for Testing.

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

### Section 3. Pre-Employment Testing.

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

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

### Section 4. Random Test "Pool."

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

### Section 5. Consequences of Positive Tests.

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

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

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

- b. Post Accident, Follow-Up and Return to Duty Testing.

- (1) Refer employee to rehabilitation and last chance agreement; and/or
- (2) Take disciplinary action pursuant to the requirements of the Agreement.

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

#### Section 6. Use of Leaves.

a. An employee will be granted Agency time for actual testing, traveling to and from the test site if such travel is required and for meeting with the medical review officer if such meeting is necessary.

b. An employee who tests positive in a random, reasonable suspicion or post-accident test can use any accrued leave or leave without pay pursuant to the terms of the Agreement when removed from his/her position when the Agency does not assign the employee non-safety sensitive functions to perform.

c. An employee can use accrued leave or leave without pay pursuant to the terms of the Agreement to enroll in and participate in a rehabilitation program and for meeting with the certified substance abuse professional if such meeting is required.

d. If test results are later found to be negative, and the employee used accrued leave when removed from a safety sensitive function, the employee's leave accrual balance will be restored.

#### Section 7. Refusal to Test.

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

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

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

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

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

a. Return from Layoff (provided that there shall be a minimum of twenty-four (24) hours between receipt of recall notice and time to report for testing).

(1) Alcohol test results of 0.04 or greater or a positive drug test. The Agency may exercise the same options as listed in Section 6.a.

(2) Alcohol test results of less than 0.04. The Agency will require that the employee take a return to duty test. If the test is negative, the person will be hired. If the alcohol test is positive, the Agency may exercise the same options as listed in Section 6.a.

b. Seasonal Rehire.

(1) Alcohol test result of 0.04 or greater or positive drug test. The person will not be rehired, but can reapply under reemployment conditions.

(2) Alcohol test results of less than 0.04. The Agency will require that the person take a return to duty test. If the test is negative, the person will be hired. If the test is positive, the person will be denied the position and can reapply under reemployment conditions.

#### Section 10. Employees Necessary to Require Reasonable Suspicion Testing.

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

## ARTICLE 47 - LICENSES AND CERTIFICATION

### Section 1.

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

### Section 2.

When an employee is asked to acquire and maintain special job qualifications for reasons other than a condition of employment, the Department pays all license/certification fees, training, renewals and other related costs.

## ARTICLE 48 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

a. An appeal may be filed by an individual employee or a steward or a Council Representative on behalf of the employee, to the Agency personnel office within fifteen (15) calendar days of written notification by the Agency of placement into the new class. Employees sharing the same or substantially similar position descriptions or employees the Agency agrees to treat as a group may file an appeal as a group. The initial filing should describe the individual or group, including the names of affected members, identify the proposed placement, and the placement believed to be correct by the affected employees. The appeal must include current, signed position descriptions. Because the old classifications are to be abolished, correct placement cannot be back to the prior classification.

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

(1) The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;

(2) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and

(3) The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

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

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

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

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

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

d. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45)-calendar day period. Each party may go forward with only one (1) class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.

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

f. This process terminates upon completion of the allocation process.

#### ARTICLE 49 - TEMPORARY INTERRUPTION OF EMPLOYMENT

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

ARTICLE 50 – DRUG AND ALCOHOL TESTING

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

C5519	Force Protection Officer
C5521	Force Protection Leader
C5232	Investigator 2

LETTER OF AGREEMENT  
ARMORY RENTAL INCENTIVE PAY PLAN

1. This Agreement is between the American Federation of State, County and Municipal Employees, Local 3932 (Union) and the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Oregon Military Department (Agency).
2. The purpose of this Letter of Agreement is to authorize the Agency to establish an Armory Rental Incentive Pay Plan (Program).
3. As such, the parties agree that the Agency may establish a Program corresponding substantially with the Oregon Military Department State Rental Program Incentive Pay Policy, a copy of which is attached hereto.
4. The Agency may, in its sole discretion, discontinue the Program at any time by giving ninety (90)-days written notice to the Union. If, at the time of discontinuance, any incentive pay is due to eligible employees, those amounts will be paid to the employees in question on the next applicable "pay due date" (paragraph 7e of the Policy) which corresponds to the date of discontinuance.
5. Neither this Letter of Agreement nor any provision of the Program is subject to Article 13, Grievance Procedure. However, an employee who is disciplined for Program-related conduct may grieve the disciplinary action pursuant to Article 13.
6. This Letter of Agreement expires June 30, 2011.

**OREGON MILITARY DEPARTMENT  
STATE RENTAL PROGRAM INCENTIVE PAY POLICY**

1. **PURPOSE.** The purpose of this policy is to increase Oregon Military Department State Rental Program Other Funds revenue.
2. **OBJECTIVE.** The objective of this policy is to provide a means for eligible state employees that provide direct support to the State Rental Program to receive incentive pay for increasing Other Funds revenue above an established target for their worksite.
3. **PROPONENT.** The Installations Division (AGI) is the proponent of the Oregon Military Department (OMD) State Rental Program Incentive Pay Policy.
4. **RESPONSIBILITIES:**
  - a. The Director of Installations approves revenue targets and is responsible for oversight and compliance with this policy through the Chief, Real Property Operations and Maintenance Branch.
  - b. The Chief, Real Property Operations and Maintenance Branch establishes targets and is responsible for supervisory management and oversight of the OMD State Rental Program Incentive Pay Policy.
  - c. The Installations Division State Rental Program Manager, in coordination with the Installations Chief, Real Property Operations and Maintenance Branch, the Installations Budget Analyst, the State Financial Administration Division (AGC) and the State Personnel Office (AGP), shall track revenue by worksite and region, compute incentive pay, and provide incentive pay information to the Payroll Accountant for payment to eligible employees.
  - d. The State Financial Administration Division (AGC) shall receive, deposit and account for rental revenue. AGC shall provide revenue summary reports to the Installations Budget Analyst.
  - e. The Installations Budget Analyst shall review AGC's revenue reports for accuracy and forward a summary report to the State Rental Program Manager.
5. **DEFINITION OF ELIGIBLE STATE EMPLOYEES.** State employees with duties in their position description directly supporting the OMD State Rental Program are eligible to receive State Rental Program Incentive Pay. Examples of these employees include:
  - a. Full-time permanent Facility Maintenance Specialists that provide direct support to the State Rental Program.
  - b. Part-time permanent Military Lease Agents that provide the sole direct support to the State Rental Program in the absence of any other state employee. Part-time permanent Military Lease Agents who periodically work events but are not responsible for renting the facility are not eligible for incentive pay.
  - c. Full-time permanent Regional Events Marketing Managers that provide direct support to the State Rental Program for a region.
  - d.. Full-time permanent Custodial Service Coordinators that provide direct support to the State Rental Program for a region.
  - e. State employees who are identified in writing as temporarily providing direct support to the State Rental Program as an additional duty.
  - f. The State Rental Program Manager whose principle duties involves day-to-day operational management of the OMD's State Rental Program.

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

7. **GENERAL.**

a. Incentive pay to eligible state employees shall be paid only when the quarterly statewide total target is met.

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

c. The Chief, Real Property Operations and Maintenance Branch and the Installations State Rental Program Manager shall review total rental revenue earned quarterly to determine if the statewide target and regional targets have been met for that quarter. If the statewide target has been met, then the State Rental Program Manager shall determine which sites have exceeded their target for that quarter. Additionally, the State Rental Program Manager shall determine which regions have exceeded their target for the quarter.

d. Quarterly targets for worksites shall be determined by dividing the worksites' biennial target by eight. Quarterly targets for regions shall be determined by totaling all the quarterly targets for worksites assigned to a region. (See attached OMD State Rental Program Organizational Chart).

e. The following are the dates of the fiscal quarters that shall be the time periods for pay incentive computations and the dates that incentive pay shall be due to eligible state employees:

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

f. Eligible state employees shall be paid 10% of the amount of revenue earned above the target for the quarter to a maximum payout of \$1,000.00. Incentive pay computations shall be based on the revenue earned during one quarter. Target revenue earnings shall not be cumulative and shall not be carried forward from one quarter to the next.

g. Eligible Regional Events Marketing Managers and Custodial Services Coordinators shall be paid 10% of the amount earned above the regional target for that quarter to a maximum payout of \$1,000.00. Regional Events Marketing Managers and Custodial Services Coordinators shall receive incentive pay only when the regional target has been met. Incentive pay computations shall be based on the regional revenue earned during one quarter. Target revenue earnings shall not be cumulative and shall not be carried forward from one quarter to the next.

h. The State Rental Program Manager shall be paid 10% of the total amount of incentive pay earned by all eligible state employees for that quarter to a maximum payout of \$1,000.00.

i. State employees permanently assigned to work multiple sites shall be paid incentive pay for each site that exceeded the established quarterly target to a maximum total payout of \$1,000.00.

j. When more than one eligible state employee works at one site, incentive pay shall be divided equally between those state employees who provide direct support to the State Rental Program.

k. When more than one eligible state employee who is responsible for a region works in the same region, incentive pay shall be divided equally between those state employees who provide direct support to the State Rental Program for that region.

l. Biennial revenue targets shall be developed and established by the Chief, Real Property Operations and Maintenance Branch in coordination and discussion with employees eligible to participate in the program. Biennial targets

shall be reviewed and approved by the Director of Installations. Targets shall be determined for the next biennium no later than 60 days prior to the end of the current biennium. Targets shall be determined based on future revenue earning potential, past performance, and adjusted for unexpected windfall revenue earnings or losses. The Director of Installations is the final authority on reconciling disputed targets.

m. Statewide Rental Program revenue earnings are normally reconciled within 60 days after the end of a month. In order to ensure accuracy in revenue computations, incentive pay to state employees shall be due on the first state payroll after the end of the next fiscal quarter (See paragraph 7e).

n. Revenue earnings shall be adjusted for cleaning/damage deposit refunds, and accounts receivable that cannot be collected.

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

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

LETTER OF AGREEMENT  
COMPENSATORY TIME OFF ACCRUAL OF THE YCP (YOUTH CHALLENGE PROGRAM)

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

This Agreement supersedes Article 18, Section 11 unless or until it is terminated as outlined in this Letter of Agreement.

1. The amount of comp time an employee may accrue is limited to forty (40) hours.
2. The accrual limits will be managed by the employee and the employee's supervisor.
3. A maximum accrual of forty (40) hours shall be paid in the form of compensatory time off. Any additional overtime accrual in the form of compensatory time must first be approved by the Program Director, Deputy Director, or Commandant. This will be on a case-by-case basis.
4. An employee and their supervisor will jointly submit a plan to upper management for approval to exceed forty (40) hours of compensatory time.
5. If there is no approved plan in place by an employee to exceed forty (40) hours of compensatory time, the employee will be cashed out and paid by supplemental payroll check.
6. The use of comp time leave during a seated class of cadets will be on a case-by-case basis as approved by management.
7.
  - a) The local labor/management committee (LLMC) at Youth Challenge will meet as needed to address any problems or concerns with this Letter of Agreement.
  - b) If the LLMC is unable to resolve the problem, the problem will be moved to the central labor/management committee (CLMC) for resolution.
  - c) If the problem is not resolved at the CLMC, this Letter of Agreement will be terminated and the current Article 18, Section 11 will apply.

## LETTER OF AGREEMENT - VETERANS' PREFERENCE

This Letter of Agreement is between the State of Oregon, acting through the Department of Administrative Services, hereinafter referred to as The Employer or The State, and the American Federation of State, County and Municipal Employees, hereinafter referred to as AFSCME or the Union. This Letter of Agreement shall become effective 15 days after the date of the last signature below, and shall be incorporated into and be made a part of the contracts identified below for the successor contracts ending June 30, 2011. The contracts shall include the Department of Public Safety, Standards and Training; the Oregon State Fire Marshall; the Oregon State Police Support Unit; the Building Codes Division; the Oregon Liquor Control Commission; the Department of Land Conservation and Development; the Department of Environmental Quality; the Oregon Military Department; the Office of Emergency Management; the Department of Corrections Dentists; the Department of Human Resources Physicians; the Oregon State Hospital Nurses, the Construction Contractors Board; the Real Estate Agency; the Department of State Lands; the Employment Department Hearings Officers; the State Operated Community Programs, the OYA Juvenile Parole and Probation Officers; the Department of Corrections Security Unit; the Department of Corrections Security Plus Unit; the Department of Corrections Parole and Probation Officers and the Oregon State Board of Parole.

The Employer and the Union recognize that Senate Bill 822 provides that an employer may choose not to appoint a veteran to a vacant position solely on the basis of the veteran's merits or qualifications with respect to the vacant civil service position.

For recruitments where the veteran has been determined to be otherwise qualified and the selection process results in a quantified score, Senate Bill 822, Section 2 (1) (a) and (b) shall apply. If this process results in two or more candidates deemed equal and the Employer elects to appoint one of the candidates, the veteran shall be appointed, the seniority provisions of the respective collective bargaining agreements notwithstanding.

For recruitments where the decision to hire or promote rests with a process that does not result in a score, the employer must give the veteran special consideration in such process per SB 822, Section 2 (1) (c).

The provisions of Senate Bill 822 do not apply to grievance settlements, court mandates, Agency recall from layoff and injured worker returns to employment. Secondary recall lists are applicable to the provisions of Senate Bill 822.

LETTER OF AGREEMENT  
MANDATORY UNPAID FURLOUGH TIME OFF

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of all agencies covered by the Central Table (Agency) and AFSCME Council 75 (Union).

This agreement covers all AFSCME agreements that are within the jurisdiction of the AFSCME Central Table. To the extent this agreement conflicts with any provisions of any AFSCME agreements, this agreement shall prevail.

The parties agree to the following:

1. This agreement becomes effective September 1, 2009 and sunsets June 30, 2011 unless the parties agree to extend or amend its provisions.
2. The Employer will implement mandatory unpaid furloughs for affected employees as follows:

<u>Straight Time Monthly Base Pay Rate</u>	<u>Number of Days</u>
\$2450 and below	10
\$2451-\$3100	12
\$3101 and above	14

3. The number of hours of mandatory unpaid furloughs for less than full-time employees shall be prorated based on the employee's regularly scheduled hours within the applicable month.
4. A. Agencies or divisions within an Agency can decide whether to designate whether the Agency or division within an Agency will close its offices. If the Agency so chooses, the Agency will close for the number of days identified in section 5 A of this agreement.
  - (i) Employees not taking unpaid mandatory furlough time off when the Agency is closed shall change their work schedule to a four (4) ten (10) hour-day schedule or otherwise adjust their schedule for that work week subject to prior Agency approval. The Agency shall not suffer any penalty or overtime payments as a result of the employee's schedule change.
- B. Agencies that choose to allow employees to take "float days" will schedule designated unpaid mandatory furlough time off with their immediate supervisors using the following procedures:
  - (i) In an effort to ensure that the scheduling of unpaid mandatory furlough time off is distributed throughout the term of this agreement, such unpaid time off will be scheduled quarterly unless there is mutual agreement between the Agency and employee to schedule more days in some quarters and fewer in others; in no case no more than two (2) days (sixteen (16) hours) in a month.

(ii) Employees will have their choice of days off subject to Agency operating requirements. Employees will submit a mandatory unpaid furlough time off request form to their supervisors at least thirty (30) calendar days before the start of each quarter and supervisors will respond within fifteen (15) calendar days before the start of each quarter.

(iii) If the mandatory unpaid furlough time off is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the time off is rescheduled and taken within the next quarter (except for the last quarter in the biennium, during which the Agency may reschedule such time during the same quarter).

(iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a thirty-two (32) hour workweek.

5. A. Where Agencies choose to close their offices, the following dates shall be designated as office closure days:

Friday, October 16, 2009	Friday, August 20, 2010
Friday, November 27, 2009	Friday, September 17, 2010
Friday, April 16, 2010	Friday, November 26, 2010
Friday, March 19, 2010	Friday, March 18, 2011
Friday, June 18, 2010	Friday, May 20, 2011

B. Employees mandated to take a greater number of unpaid mandatory furlough time off than closure days based on the tiers, will take the remaining unpaid mandatory furlough time off as float days under the following conditions:

(i) In an effort to ensure that the scheduling of unpaid mandatory furlough time off is distributed throughout the term of this agreement, such unpaid time off will be scheduled quarterly unless there is mutual agreement between the Agency and employee to schedule more days in some quarters and fewer in others. In no case will an employee take more than two (2) days (sixteen (16) hours) in a month.

(ii) Employees will have their choice of days off subject to Agency operating requirements. Employees will submit a mandatory unpaid mandatory furlough time off request form to their supervisors at least thirty (30) calendar days before the start of each quarter and supervisors will respond within fifteen (15) calendar days before the start of each quarter. If there is a conflict in requested days off, that conflict shall be resolved by granting the days off to the person who made the first request.

(iii) If the unpaid mandatory furlough time off is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the time off is rescheduled and taken within the next quarter (except for the last quarter in the biennium, during which the Agency may reschedule such time during the same quarter).

(iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a thirty-two (32) hour workweek.

6. No employee will be required to take a mandatory unpaid furlough day on a recognized holiday unless the employee and supervisor agree otherwise.
7. Temporary employees will be unscheduled for mandatory unpaid furlough days.
8. Mandatory unpaid furlough time off will not count as a break in service and shall not affect seniority.
9. Mandatory unpaid furlough time off shall not add to the length of an employee's trial service period.
10. Deductions from pay of an FLSA exempt employee for absences due to a budget required mandatory unpaid furlough day shall not disqualify the employee from being paid on a salary basis except in the workweek in which the mandatory unpaid furlough time off occurs and for which the employee's pay is accordingly reduced.
11. If an FLSA exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes a mandatory unpaid furlough day, then such employee shall be eligible for pay at the rate of time and one half (1 1/2x) for hours in excess of forty (40) hours that workweek.
12. Mandatory unpaid furlough time off shall only be considered time worked for: a) holiday pay computations, and, b) vacation, sick leave and personal accrual.
13. Subject to PEBB eligibility rules, mandatory unpaid furlough days shall be considered time worked for purposes of computing the Employer's insurance contributions.
14. Unless required by law, no employee shall be authorized to substitute other types of unpaid absences or paid leave to replace mandatory unpaid furlough time off.
15. Full-time employees shall take mandatory unpaid furlough time off in eight (8) hour blocks.
16. Part-time employees shall take mandatory unpaid furlough time off in blocks equal to their actual scheduled workday.
17. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough time off.
18. If an Agency closure day is scheduled on a day in which an employee is scheduled to work more or less than an eight (8) hour workday, the employee, with Agency approval, will adjust his/her schedule in a manner which is consistent with the practice that is used during a week there is a holiday. In either case, the employee's schedule will not exceed a thirty-two

(32) hour workweek. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.

19. An employee shall not work on a date designated as a mandatory unpaid furlough time off. However, the Agency Head or designee for operational needs, may require the employee to work and reschedule the mandatory unpaid furlough time off.

20. Should the designated Agency closure date fall on an employee's regularly scheduled day off, subject to Agency approval, the employee shall take the mandatory unpaid furlough time off on an alternate workday. If the preferred workday is not available, the Agency shall schedule the time off on an alternate workday.

(i) If the alternate time is not scheduled or taken within the applicable quarter, then the Agency reserves the right to ensure the mandatory unpaid furlough time off is rescheduled and taken within the following quarter (except for the last quarter in the biennium, during which the Agency may reschedule such time during the same quarter).

(ii) The Agency shall not incur any penalty or overtime payment for adjustments to employee's schedules not to exceed a thirty-two (32) hour workweek.

21. For payroll purposes, mandatory unpaid furlough days shall be assigned a specific payroll code(s).

#### LIST OF AGENCIES/PROGRAMS/DIVISIONS OFFICE CLOSURE<sup>2</sup>

DCBS (Building Codes Division)  
DCBS (Fiscal/Business Services Division, Director's Office & Information Management Division)  
DEQ  
Real Estate Agency  
DOC Dentists  
SOCP (Central Administration Staff)  
CCB  
Employment Department (Hearings Panel)  
State Lands  
OSFM

#### LIST OF AGENCIES/PROGRAMS/DIVISIONS USE OF FLOAT DAYS

DOJ (Attorneys)  
Military Department (includes Office of Emergency Management)  
OLCC  
OSP Support Unit  
SOCP (Habilitative Training Technician 2, Licensed Respiratory Care Technician, LPN, Mental Health Therapy Technician)  
OSH (Mental Health Registered Nurses, Nurse Practitioners)  
DPSST

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<sup>2</sup> Where there are more unpaid furlough days than office closures, employees will take remaining days as float days.

OSH Physicians  
 DLCD  
 OYA (Juvenile Parole and Probation Officers and Assistants)  
LETTER OF AGREEMENT  
MANDATORY UNPAID TIME OFF  
CLARIFICATIONS FOR IMPLEMENTATION

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the American Federation of State, County and Municipal Employees, AFSCME (Union). The parties agree to the following clarifications for implementation of the mandatory unpaid time off tentative agreement.

1. For purposes of a guideline, the tiered obligation for floating mandatory unpaid time off days has been equally split between the fiscal years in the biennium.

Tier	Sept. 2009 – June 2010	July 2010 – June 2011
1 - \$2450 and below	5	5
2 - \$2451 - \$3100	6	6
3 - \$3101 and above	7	7

2. Requests for floating mandatory unpaid time off days for September through December 2009.

Since the requirement to submit requests for floating mandatory unpaid time off days cannot be submitted 30 days prior to the start of the quarter, the following will apply for such requests for September 2009 and the October – December 2009 quarter. Any time through October 15, 2009, employees may request to take up to two (2) float mandatory unpaid time off in each month in this quarter. The supervisor will have up to fifteen (15) days to respond to the employee’s request for the unpaid day (MUTO/Furlough).

3. Scheduling floating mandatory unpaid time off for newly hired, reemployed, recalled and transferred employees.

At the time of an employment offer letter, the employee shall be given the dates in the current and/or next quarter that have been designated as floating mandatory unpaid time off days.

4. Seasonal employee—calculation of mandatory unpaid time off obligation.

Full-time FTE seasonal employee’s mandatory unpaid time off days obligation shall be determined by using the following formula as a guideline:

$$(MS \div TM) \times TO$$

Where:

MS = Estimated number of months the seasonal employee will work during the period in which mandatory unpaid time off must be taken.

- TM = Total number of months during the '09-'11 biennium during which mandatory unpaid time off must be taken (which is 22 months).
- TO = Total number of mandatory unpaid time off days required for the biennium for the salary tier for the employee.

Example: The employee's seasons include the months of May through October 2010 and May and October 2011. The seasonal employee is expected to work both seasons. However, since the term of the CBA begins September 1, 2009 and ends on June 30, 2011, only September and October 2009, May through October 2010 and May and June in 2011 count for determining the mandatory unpaid time off obligation. Consequently, there are nine (9) months of the employee's seasons in the biennium that count. The seasonal employee is in the top salary tier which has a maximum of fourteen (14) mandatory unpaid time off (MUTO) days. The calculation is the following:

$$\begin{aligned} (MS \div TM) &= (9 \text{ months} \div 22 \text{ months}) = .409 \\ TO &= 14 \text{ days} \\ (9 \div 22) \times 14 &= 5.73 \text{ days} \\ \text{Rounding to nearest whole number} &= 6 \text{ mandatory unpaid time off days} \\ &\text{(8 hours each).} \end{aligned}$$

Part-time FTE seasonal employee's mandatory unpaid time off obligation is prorated based on the scheduled hours for the part-time seasonal employee in the month. The same formula is used for part-time employees to calculate the number of days they are obligated to take. The mandatory unpaid time off obligation shall be prorated using the following formula as a guideline:

$$(SSH \div FTH) \times 8 = MH$$

Where:

- SSH = The scheduled hours in a month for the part-time seasonal employee.
- FTH = The number of full-time hours in a month.
- 8 = The number of hours in a full-time mandatory unpaid time off day obligation.
- MH = The number of mandatory unpaid time off hours required for a mandatory unpaid time off day for the part-time seasonal employee.

Example: Using the facts in the example used for full-time calculation (6 mandatory unpaid time off days), but adding that the part-time seasonal is scheduled to work three-quarter (3/4) time for the month, 3/4 time is equivalent to 130 hours (i.e., 3/4 of the 173.33 full-time hours in a month). The calculation is:

$$(130 \text{ hours} \div 173.33 \text{ hours}) \times 8 = 6 \text{ hours}$$

The 3/4 time employee would take 3/4 of a work day (i.e., 6 hours) off for a mandatory unpaid time off day scheduled for the month.

Seasonal employees employed multiple seasons and/or by multiple agencies, will be dealt with on an Agency by Agency basis to determine the number of mandatory unpaid time off days.

5. Demotions, promotion, reclassification resulting in a change in salary tier for mandatory unpaid time off.

The effective date for a change in salary tier and a change in the mandatory unpaid time off obligation of an employee will be the effective date of the personnel action. However, if the effective date is after the 15<sup>th</sup> of the last month in a quarter, the change will be effective the following quarter.

6. Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP) during closures.

For employees observing mandatory unpaid closure days, if an employee is on leave without pay when a mandatory unpaid time off closure day occurs, the employee will not be required to make up the missed mandatory unpaid time off day.

7. Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP) and float day observance.

For employees observing mandatory unpaid float days, if an employee's scheduled mandatory unpaid time off day occurs when the employee is on leave without pay, the employee will be required to take or schedule the mandatory unpaid float day, unless the employee is on leave without pay for the entire calendar month.

If an employee returns to work the 15<sup>th</sup> day or before in the last month of a calendar quarter, the employee shall schedule and take the mandatory unpaid float day in that quarter, or with approval may schedule one mandatory unpaid float day in the following quarter.

8. Employees returning to work from unpaid leave without pay in the last month of a calendar quarter.

If an employee returns to work from LWOP after the 15<sup>th</sup> day in the last month of a calendar quarter, the employee will not be required to take the floating mandatory unpaid time off for that quarter.

9. Scheduling of vacation and mandatory unpaid time off.

In Agencies where vacation schedules or comp time off must be requested in advance and the advance requests cover periods of time beyond the quarterly scheduling of mandatory unpaid time off days, the prescheduled vacation or comp time off shall take precedence over scheduling of mandatory unpaid time off days. However, the quarterly

scheduling of unpaid time off shall take precedence over short term vacation or comp time off requests.

Once mandatory unpaid time off has been scheduled, requests for vacation may be denied for operational reasons and cannot cause a rescheduling of mandatory unpaid time off days of other employees.

Employees may schedule a mandatory unpaid time off day as part of their vacation request. E.g., an employee may request a week's vacation that includes a mandatory unpaid time off day. Also, if an employee requests and is approved for vacation in the future, at the time of submitting his/her quarterly mandatory unpaid time off request form for the quarter in which the vacation is approved, the employee may request to substitute mandatory unpaid time off for pending vacation time. However, in no case shall an employee take more than two (2) mandatory unpaid time off days in a month. If seniority is used as a tiebreaker or to bump a pre-approved vacation there shall be no substitution with mandatory unpaid time off days.

10. Scheduling of pre-approved paid sick leave and mandatory unpaid time off.

Employees who have pre-scheduled, paid sick leave (e.g., elective surgery, maternity leave, etc.) may substitute a mandatory unpaid time off day for the pre-approved paid sick leave. The request to substitute is made at the time of submitting his/her quarterly mandatory unpaid time off request form for the quarter in which the sick leave is approved. However, in no case shall an employee take more than two (2) mandatory unpaid time off days in a month.

11. Employees called in to work on a mandatory unpaid time off day off.

In the event an employee is called in to work on a date designated as a mandatory unpaid time off day due to operational needs, the employee and supervisor shall arrange to take the remainder of the mandatory unpaid time off at a mutually agreeable time. The remaining mandatory unpaid time off, with approval from the supervisor, may be taken during the employee's work week, as long as the work week does not exceed thirty-two (32) hours, or at another time. If the remaining hours of mandatory unpaid time off to be made up are less than an employees full scheduled work day, the employee may either split a work day (mandatory unpaid hours plus regular work hours) to make a full work shift or make alternate arrangements for the remainder of the shift, including but not limited to using appropriate accrued leave. If the remaining portion of the mandatory unpaid time off is not mutually scheduled or taken within the applicable quarter, then management reserves the right to ensure the remaining portion of the mandatory unpaid time off day is rescheduled and/or taken no later than the following quarter.

12. Adjusting the mandatory unpaid time off day off obligation for employees hired after September 1, 2009.

Employees hired after September 1, 2009 will have their mandatory unpaid time off obligation adjusted for the time remaining to June 30, 2011. The attached table identifies the obligation remaining for new hires by calendar quarter.

13. NEW DISCUSSION: Non emergency changes to employees observing fixed closure days.

This LOA does not preclude schedule changes pursuant to the CBA.

Employees who are attending or presenting at conferences or traveling on closure days may convert the closure day to a float day for that quarter.

For Board and Commission meetings scheduled on a closure day, that closure day may be converted into a float day.

### Mandatory Unpaid Time Off Obligation Remaining by Salary Tier

Year	Quarter	Months	10 Closures	NEW HIRE Obligation (with Agency Closures and/or Floats)			SEPARATING EMPLOYEE Obligation <sup>1</sup> (with Agency Closures and/or Floats)					
				Hire Date	Tier 1	Tier 2	Tier 3	Separation Date <sup>2</sup>	Tier 1	Tier 2	Tier 3	
2009	3	September	0	9/1/09-10/15/09	10	12	14	9/1/09-11/26/09	1	1	1	
		Oct 16 (fixed)	1	10/16/09-11/26/09	9	11	13					
	4	Nov 27 (fixed)	1	11/27/09-3/18/10	8	10	12	11/27/09-12/31/09	2	2	2	
		December	0					1/1/10-1/31/10	2	2	3	
1	January	0	2/1/10-2/28/10					2	3	3		
	February	0	3/1/10-4/15/10					7	9	11		
2010	2	Mar 19 (fixed)	1	3/19/10-4/15/10	6	8 <sup>3</sup>	10 <sup>3</sup>	4/16/10-4/30/10	4	4	5	
		Apr 16 (fixed)	1	4/16/10-6/17/10	5	7 <sup>3</sup>	9 <sup>3</sup>	5/1/10-5/31/10	4	5	5	
	3	May	0	6/18/10-6/30/10	5	6	7	6/1/10-6/30/10	5	6	6	
		Jun 18 (fixed)	1	7/1/10-8/19/10	5	6	7	7/1/10-8/19/10	5	6	7	
	4	July	0	8/20/10-9/16/10	4	5	6	8/20/10-9/16/10	6	7	7	
		Aug 20 (fixed)	1	9/17/10-11/25/10	3	4	5	9/17/10-11/25/10	7	8	8	
	1	Sept 17 (fixed)	1	11/26/10-3/17/11	2	3	4	11/26/10-11/30/10	8	9	9	
		October	0					12/1/10-12/31/10	8	9	10	
	2	Nov 26 (fixed)	1					1/1/11-3/17/11	8	10	11	
		December	0					3/18/11-3/31/11	9	11	12	
	2011	1	Jan 18 (fixed)	1	4/1/11-5/19/11	1	2	2	4/1/11-5/19/11	9	11	13
			Mar 18 (fixed)	1	5/20/11-6/15/11	1 <sup>5</sup>	1 <sup>5</sup>	1	5/20/11-6/30/11	10	12	14
2		April	0	6/16/11-6/30/11	0	0	0					
		May 20 <sup>4</sup> (fixed)	1									
		June	0									

**NOTES:**

<sup>1</sup> Employees who retire or otherwise separate from the State prior to the end of the biennium are required to schedule and take the number of mandatory unpaid time off days identified for their separation date prior to separating. The mandatory unpaid time off days must be scheduled quarterly, unless an alternate plan is agreed upon between the employee and supervisor, to ensure the obligation is completed prior to separation.

<sup>2</sup> Break points for separation dates are based either on closure dates or the end of a month (typically the day before a retirement effective date).

<sup>3</sup> An employee hired after June 15, 2010 will not be required to take the float mandatory unpaid time off day for that FY. However, the obligation shall be taken in the subsequent fiscal year.

<sup>4</sup> Tier 1 & 2 promotions and reclassifications upwards, effective after May 20, 2011, will not have an additional mandatory unpaid time off obligation.

<sup>5</sup> The one day mandatory unpaid time off obligation only applies to employees who observe all float days. Those who observe closures have no further obligation after May 20, 2011, except for Tier 3.

LETTER OF AGREEMENT  
STATE OF OREGON/AFSCME

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Agencies named below, and the AFSCME Council 75 (Union).

This agreement shall apply only to those agencies named below, and amends the Letter of Agreement on Mandatory Unpaid Furlough Time Off agreed to on July 27, 2009. The parties agree as follows:

The Department of Public Safety Standards and Training will observe Friday, November 27; 2009, Tuesday, July 6, 2010 and Friday, November 26, 2010 as closure days.

The Oregon Youth Challenge Program (OYCP at Military Department) will observe Friday, November 27, 2009; Thursday, December 24, 2009; Friday, January 8, 2010; Monday, March 8, 2010; Friday, June 25, 2010; Friday, November 26, 2010; Thursday, December 23, 2010; Friday, January 7, 2011; Monday, March 7, 2011 and Friday, June 24, 2011 as closure days.

The Building Codes Division of DCBS will implement floating days off for four positions of electrical inspection;

1 Assistance Electrical Chief (C0813)  
3 Electrical Inspectors (C5355)

The Building Codes Division of DCBS will implement floating days off for seven enforcement positions;

1 Lead Enforcement Officer (C0871)  
6 Enforcement Officers (C5247)

This Letter of Agreement becomes effective upon the date of the last signature below (October 13, 2009), and expires after June 30, 2011.

LETTER OF AGREEMENT  
STEP FREEZE ADVANCEMENT AND ADD/DROP STEPS

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

This agreement shall cover all agencies and AFSCME locals under the jurisdiction of the AFSCME Central Table.

This agreement supersedes all provisions in all agreements pertaining to step advancement upon the affected employees' salary eligibility dates (SED).

Effective September 1, 2009, the Letter of Agreement dated December 13, 2007 to add and drop steps for each salary range in all classifications in the bargaining units is suspended.

Effective September 1, 2009, the following shall also apply:

1. Employees advancing to the new top step of their classification on or after July 1, 2009 through August 31, 2009 as a result of the December 14, 2007 Letter of Agreement will have their pay reduced to the prior top step. Employees advancing to a higher first step by virtue of the first step being dropped shall not have their pay reduced.
2. Employees advancing on the pay scale within their classification's salary range on or after July 1, 2009 through August 31, 2009 will be restored to their former step in effect prior to implementation of the December 13, 2007 Letter of Agreement.
3. For purposes of step advancement under the applicable provision of the agreements, employees having steps remaining in their classification after June 30, 2009 shall not receive these step advancements during the freeze period.
4. This agreement does not affect the initial increase upon promotion and reclassification upward but does affect any subsequent step advancement in the new classification. However, promotions or reclassifications to the new top step shall be subject to subsection #1 above.
5. For initial appointments in the state service occurring between July 1, 2009 and September 1, 2009, the affected employee shall receive a one step increase on September 1, 2010 and on their SED as pursuant to the local agreements.
6. For purposes of promotion, if the employee promotes on the first of the month that date becomes the salary eligibility date (SED). For employees promoted after the first of the month the salary eligibility date will be established as the first of the month following the date of promotion.
7. The step freeze shall continue for twelve (12) months through August 31, 2010.
8. When the step freeze is lifted, an employee receiving a merit step or advanced to the new top step in July or August of 2009 will be restored on September 1, 2010 to the higher rate that was in effect through August 31, 2009. All other employees will commence receiving step increases on their salary eligibility date (SED) effective September 1, 2010,

## LETTER OF AGREEMENT - ALTERNATIVES TO LAYOFF

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

The parties agree to the following:

When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.

2. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.

3. This agreement becomes effective on the first of the month following the date the Agency agreement is signed and automatically ends June 30, 2011, unless the parties agree to amend or extend its terms.

## LETTER OF AGREEMENT - DURATION OF LAYOFF LISTS

This proposal shall apply to all agreements covered by the AFSCME Central Table except the Department of Justice attorneys.

The parties agree to the following:

If there is a conflict between this agreement and any local agreement, this agreement shall prevail.

For recall purposes under Article 33 (Layoff), the terms of eligibility for candidates placed on the Agency Layoff List and Secondary Recall List shall be three (3) years from the date of placement on the Agency Layoff List and Secondary Recall List. The third year extension for recall shall not affect timelines of other terms and conditions of the agreement except the following conditions shall apply for any candidate who is recalled after the two (2) years, but before the end of the third year:

- Seniority shall be adjusted by the amount of break in service.
- The candidate shall be paid at the same salary step at which such candidate was being paid at the time of layoff.
- The Recognized Service Date (RSD) will be adjusted by the amount of the break in service and vacation accrual rates will resume at the candidate's rate at the time of layoff.
- The Salary Eligibility Date will be adjusted by the amount of break in service.
- Any candidate who is recalled after the initial two (2) year period will be subject to all provisions of trial service in all local agreements except that trial service will be for ninety (90) days.

This agreement shall apply to all employees on Agency Layoff List and the Secondary Recall List upon execution of the agreement as well as anyone laid off during the term of this agreement.

This agreement shall sunset on June 30, 2011. However, an employee laid off shall remain on the Agency Layoff List and Secondary Recall List pursuant to the terms of this agreement, if not removed from the list.

LETTER OF AGREEMENT  
REGARDING PREMIUM INCREASES BETWEEN 5% AND 10%

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

1. Increases in premium costs above five percent (5%), but less than ten percent (10%), in plan years 2010 and 2011, will be paid by the Employer for the non-General Fund share of such costs.
2. The parties shall jointly petition the Public Employees' Benefit Board (PEBB) to pay for the General Fund share of increases above five percent (5%), but less than ten percent (10%), in plan years 2010 and 2011 out of PEBB reserves. Should this become necessary, the parties shall jointly request that PEBB first access PEBB Stabilization Fund reserves and only draw on money in the standard Demutualization Account in the event that there is not enough money in the Stabilization Fund to pay for the increase without jeopardizing PEBB's ability to self-insure.

LETTER OF AGREEMENT - PEBB RESERVE REIMBURSEMENT

1. The Legislature allocated \$32 million General Fund in the 2009-2011 budget for increases in public employee health insurance costs (up to 5.0% per plan year) during the life of the 2009-2011 collective bargaining agreement between the parties.
2. If the State does not expend the entire \$32 million General Fund allocation, per Section 1 above, the State will request the Legislature, or the Emergency Board if the Legislature is not in session, to release any unspent portion of the \$32 million General Fund (and corresponding other funds). The purpose of requesting release of the remaining funds is to reimburse the PEBB for expenditures PEBB may agree to make from the Stabilization Fund (SF) reserves to offset premium increases in excess of the budgeted 5.0% during the 2010 and/or 2011 benefit plan years.
3. Prior to July 1, 2010, the State shall request the Legislature or Emergency Board, whichever is in session, to release all of the appropriate funds as noted above.
4. The Union will receive prior notification of submission of the request to the Legislature or Emergency Board.

LETTER OF AGREEMENT – PROVIDER TAX ASSESSMENT

The parties recognize that, pursuant to HB 2116, the State of Oregon has levied an assessment on PEBB claims.

Should PEBB increase the rates it charges to the Employer based on this assessment, the Employer will pay for the portion of the rate increase that is attributable to the assessment. These payments will be in addition to the up to five percent increase in premium costs

provided under the insurance article of the agreement and shall be made without petitioning PEBB to use reserves.

LETTER OF AGREEMENT - ARTICLE 9, CONTRACTING OUT  
FEASIBILITY STUDY

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

When the provisions of Article 9, Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 2011.

LETTER OF AGREEMENT - INTERMITTENT UNION LEAVE

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

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

7. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.

8. The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

This Letter of Agreement expires June 30, 2011.

#### LETTER OF AGREEMENT – INTERIM COMMITTEE ON HEALTH INSURANCE TRENDS AND ISSUES

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the agencies participating at the Central Table and the American Federation of State, County and Municipal Employees, Council 75 (Union).

This Agreement covers employees in the Union's bargaining units covered by the Central Table Negotiations.

DAS agrees to form an interim workgroup during the 2007-09 contract term to discuss health insurance trends, issues, and options for future state employee benefits. The discussions shall also include the conceptual and procedural issues raised by the Union's April 2, 2007 proposal for a Health Reimbursement Arrangement. The workgroup will be coordinated by DAS and will include representatives from both management and labor.

AFSCME may designate up to three (3) participants from the AFSCME Central Table, one (1) from the DOC Security unit, and one (1) from the DOC Security Plus unit. Such employees will be in paid status if attending workgroup meetings which cross over their regular work hours.

#### LETTER OF AGREEMENT – JOINT COMMITTEE ON SALARY SURVEYS

The parties agree to form a joint committee of two (2) management and two (2) AFSCME representatives to review appropriate market comparisons for the bargaining units' compensation, including methodology and data collection. The committee will also examine the state's relationship to market and make recommendations to the Governor for moving state compensation closer to market. This committee shall not enter into formal negotiations nor have recourse to the dispute resolution procedures for negotiations. This committee shall provide the update by October 1, 2006.

LETTER OF AGREEMENT  
PART-TIME EMPLOYEES HEALTH INSURANCE SUBSIDY

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

The Parties agree to the following:

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time plan through December 31, 2009, as follows:

- Employee Only (EE) - \$206.94\*
- Employee and Family (EF) - \$268.05\*
- Employee & Spouse – (ES) - \$264.11\*
- Employee & Children (EC) - \$235.47\*

For Plan Year 2010 and 2011, the subsidy will be paid at an amount so that employees will continue to pay the same out-of-pocket premium costs that were in effect for Plan Year 2009. If an employee changes from one tier to another or changes plan pursuant to PEBB rules, his/her out-of-pocket premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium costs for his/her new tier.

\*PEBB to provide specific amounts.

## COMPENSATION PLAN

Class	Prefix	Class Rng	Class Title
C	0102	09	OFFICE ASSISTANT 2
C	0103	12	OFFICE SPECIALIST 1
C	0104	15	OFFICE SPECIALIST 2
C	0107	17	ADMINISTRATIVE SPECIALIST 1
C	0108	19	ADMINISTRATIVE SPECIALIST 2
C	0118	17	EXECUTIVE SUPPORT SPECIALIST 1
C	0119	19	EXECUTIVE SUPPORT SPECIALIST 2
C	0210	13	ACCOUNTING TECHNICIAN 1
C	0211	17	ACCOUNTING TECHNICIAN 2
C	0212	19	ACCOUNTING TECHNICIAN 3
C	0323	15	PUBLIC SERVICE REP 3
C	0435	19	PROCUREMENT AND CONTRACT ASST
C	0436	23	PROCUREMENT & CONTRACT SPECIALIST 1
C	0437	27	PROCUREMENT & CONTRACT SPECIALIST 2
C	0438	29	PROCUREMENT & CONTRACT SPECIALIST 3
C	0532	15	WORD PROCESSING TECHNICIAN 3
C	0723	11	MILITARY LEASE AGENT
C	0758	14	SUPPLY SPECIALIST 1
C	0759	20	SUPPLY SPECIALIST 2
C	0782	15	PARTS SPECIALIST 1
C	0783	20	PARTS SPECIALIST 2
C	0801	15	OFFICE COORDINATOR
C	0860	23	PROGRAM ANALYST 1
C	0861	27	PROGRAM ANALYST 2
C	0862	29	PROGRAM ANALYST 3
C	0863	31	PROGRAM ANALYST 4
C	0864	25	PUBLIC AFFAIRS SPECIALIST 1
C	0865	29	PUBLIC AFFAIRS SPECIALIST 2
C	0866	31	PUBLIC AFFAIRS SPECIALIST 3
C	0870	23	OPERATIONS & POLICY ANALYST 1
C	0871	27	OPERATIONS & POLICY ANALYST 2
C	0872	30	OPERATIONS & POLICY ANALYST 3
C	0873	32	OPERATIONS & POLICY ANALYST 4
C	1096	23	PLANNER 1
C	1097	27	PLANNER 2
C	1098	30	PLANNER 3
C	1099	32	PLANNER 4
C	1215	21	ACCOUNTANT 1
C	1216	23	ACCOUNTANT 2
C	1217	27	ACCOUNTANT 3
C	1218	30	ACCOUNTANT 4
C	1243	23	FISCAL ANALYST 1
C	1244	27	FISCAL ANALYST 2
C	1245	30	FISCAL ANALYST 3
C	1481	171	INFO SYSTEMS SPECIALIST 1

C	1482	211	INFO SYSTEMS SPECIALIST 2
C	1483	241	INFO SYSTEMS SPECIALIST 3
C	1484	251	INFO SYSTEMS SPECIALIST 4
C	1485	281	INFO SYSTEMS SPECIALIST 5
C	1486	291	INFO SYSTEMS SPECIALIST 6
C	1487	311	INFO SYSTEMS SPECIALIST 7
C	1488	331	INFO SYSTEMS SPECIALIST 8
C	3251	25	FACILITIES ENGINEER 1
C	3252	27	FACILITIES ENGINEER 2
C	3253	29	FACILITIES ENGINEER 3
C	3265	27	CONSTRUCTION INSPECTOR
C	3267	27	CONSTRUCTION PROJECT MANAGER 1
C	3268	30	CONSTRUCTION PROJECT MANAGER 2
C	3269	32	CONSTRUCTION PROJECT MANAGER 3
C	4001	22	PAINTER
C	4003	22	CARPENTER
C	4005	24	PLUMBER
C	4007	22	ELECTRICIAN 1
C	4008	26	ELECTRICIAN 2
C	4009	28	ELECTRICIAN 3
C	4012	18	FACILITIES MAINTENANCE SPECIALIST
C	4014	24	FACILITIES OPERATION SPECIALIST 1
C	4015	26	FACILITIES OPERATION SPECIALIST 2
C	4032	16	FACILITY ENERGY TECHNICIAN 1
C	4033	20	FACILITY ENERGY TECHNICIAN 2
C	4034	24	FACILITY ENERGY TECHNICIAN 3
C	4035	26	FACILITY ENERGY TECHNICIAN 4
C	4037	17	PHYSICAL/ELECTRONIC SECURITY TECHNICIAN 1
C	4038	21	PHYSICAL/ELECTRONIC SECURITY TECHNICIAN 2
C	4039	23	PHYSICAL/ELECTRONIC SECURITY TECHNICIAN 3
C	4101	10	CUSTODIAN
C	4103	13	CUSTODIAL SERVICES COORDINATOR
C	4109	14	GROUNDS MAINTENANCE WORKER 1
C	4110	17	GROUNDS MAINTENANCE WORKER 2
C	4116	12	LABORER/STUDENT WORKER
C	4151	17	TRANSPORTATION MAINT SPEC 1
C	4152	19	TRANSPORTATION MAINT SPEC 2
C	4339	21	SCIENTIFIC INSTRUMENT TECHNICIAN
C	4417	11	AUTOMOTIVE SERVICE TECHNICIAN
C	4418	17	AUTOMOTIVE TECHNICIAN 1
C	4419	21	AUTOMOTIVE TECHNICIAN 2
C	4422	21	EQUIPMENT OPERATOR**
C	4436	19	HEAVY EQUIPMENT TECHNICIAN-ENTRY**
C	4437	23	HEAVY EQUIPMENT TECHNICIAN 1
C	4438	26	HEAVY EQUIPMENT TECHNICIAN 2
C	5231	19	INVESTIGATOR 1
C	5232	21	INVESTIGATOR 2
C	5233	25	INVESTIGATOR 3
C	5519	18	FORCE PROTECTION OFFICER

C	5521	20	FORCE PROTECTION LEADER
C	6138	17	HEALTH SERVICES TECH
C	6531	24	MENTAL HEALTH SPECIALIST
C	6632	24	JV PROB/SOC SV OF/JV COR COUNS
C	6750	16	GROUP LIFE COORDINATOR 1
C	6751	20	GROUP LIFE COORDINATOR 2
C	6752	22	GROUP LIFE COORDINATOR 3
C	8501	21	NATURAL RESOURCE SPECIALIST 1
C	8502	24	NATURAL RESOURCE SPECIALIST 2
C	8503	27	NATURAL RESOURCE SPECIALIST 3
C	8504	30	NATURAL RESOURCE SPECIALIST 4
C	8505	32	NATURAL RESOURCE SPECIALIST 5
C	9116	13	COOK 1
C	9117	17	COOK 2

**SALARY SCHEDULES**

11/1/08

RANGE	1	2	3	4	5	6	7	8	9
09	0	0	1847	1915	1980	2051	2127	2216	2284
10	0	1847	1915	1980	2051	2127	2216	2284	2381
11	1847	1915	1980	2051	2127	2216	2284	2381	2472
12	1915	1980	2051	2127	2216	2284	2381	2472	2585
13	1980	2051	2127	2216	2284	2381	2472	2585	2696
14	2051	2127	2216	2284	2381	2472	2585	2696	2814
15	2127	2216	2284	2381	2472	2585	2696	2814	2945
16	2216	2284	2381	2472	2585	2696	2814	2945	3087
17	2284	2381	2472	2585	2696	2814	2945	3087	3235
18	2381	2472	2585	2696	2814	2945	3087	3235	3385
19	2472	2585	2696	2814	2945	3087	3235	3385	3547
20	2585	2696	2814	2945	3087	3235	3385	3547	3726
21	2696	2814	2945	3087	3235	3385	3547	3726	3904
22	2814	2945	3087	3235	3385	3547	3726	3904	4090
23	2945	3087	3235	3385	3547	3726	3904	4090	4288
24	3087	3235	3385	3547	3726	3904	4090	4288	4495
25	3235	3385	3547	3726	3904	4090	4288	4495	4716
26	3385	3547	3726	3904	4090	4288	4495	4716	4951
27	3547	3726	3904	4090	4288	4495	4716	4951	5188
28	3726	3904	4090	4288	4495	4716	4951	5188	5442
29	3904	4090	4288	4495	4716	4951	5188	5442	5704
30	4090	4288	4495	4716	4951	5188	5442	5704	5986
31	4288	4495	4716	4951	5188	5442	5704	5986	6277
32	4495	4716	4951	5188	5442	5704	5986	6277	6581
17I	2369	2467	2569	2675	2792	2922	3060	3201	3350
21I	2724	2846	2981	3120	3264	3418	3579	3746	3921
24I	3115	3258	3413	3574	3739	3914	4100	4292	4494
25I	3375	3535	3702	3873	4056	4246	4445	4654	4874
28I	3770	3946	4134	4325	4530	4744	4966	5200	5445
29I	4031	4222	4419	4627	4845	5074	5312	5562	5824
31I	4465	4674	4894	5125	5364	5618	5883	6159	6447
33I	4864	5093	5331	5583	5848	6123	6410	6715	7034

**SALARY SCHEDULE**

7/1/09

RANGE	1	2	3	4	5	6	7	8	9
09	0	0	1915	1980	2051	2127	2216	2284	2381
10	0	1915	1980	2051	2127	2216	2284	2381	2472
11	1915	1980	2051	2127	2216	2284	2381	2472	2585
12	1980	2051	2127	2216	2284	2381	2472	2585	2696
13	2051	2127	2216	2284	2381	2472	2585	2696	2814
14	2127	2216	2284	2381	2472	2585	2696	2814	2945
15	2216	2284	2381	2472	2585	2696	2814	2945	3087
16	2284	2381	2472	2585	2696	2814	2945	3087	3235
17	2381	2472	2585	2696	2814	2945	3087	3235	3385
18	2472	2585	2696	2814	2945	3087	3235	3385	3547
19	2585	2696	2814	2945	3087	3235	3385	3547	3726
20	2696	2814	2945	3087	3235	3385	3547	3726	3904
21	2814	2945	3087	3235	3385	3547	3726	3904	4090
22	2945	3087	3235	3385	3547	3726	3904	4090	4288
23	3087	3235	3385	3547	3726	3904	4090	4288	4495
24	3235	3385	3547	3726	3904	4090	4288	4495	4716
25	3385	3547	3726	3904	4090	4288	4495	4716	4951
26	3547	3726	3904	4090	4288	4495	4716	4951	5188
27	3726	3904	4090	4288	4495	4716	4951	5188	5442
28	3904	4090	4288	4495	4716	4951	5188	5442	5704
29	4090	4288	4495	4716	4951	5188	5442	5704	5986
30	4288	4495	4716	4951	5188	5442	5704	5986	6277
31	4495	4716	4951	5188	5442	5704	5986	6277	6581
32	4716	4951	5188	5442	5704	5986	6277	6581	6900
17I	2467	2569	2675	2792	2922	3060	3201	3350	3506
21I	2846	2981	3120	3264	3418	3579	3746	3921	4104
24I	3258	3413	3574	3739	3914	4100	4292	4494	4706
25I	3535	3702	3873	4056	4246	4445	4654	4874	5104
28I	3946	4134	4325	4530	4744	4966	5200	5445	5702
29I	4222	4419	4627	4845	5074	5312	5562	5824	6098
31I	4674	4894	5125	5364	5618	5883	6159	6447	6749
33I	5093	5331	5583	5848	6123	6410	6715	7034	7368

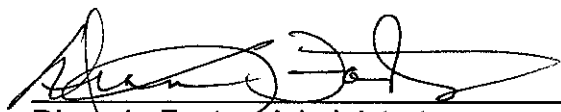
Signed this 21<sup>st</sup> day of September, 2009, at Salem, Oregon.

FOR THE STATE OF OREGON  
on behalf of the  
OREGON MILITARY DEPARTMENT

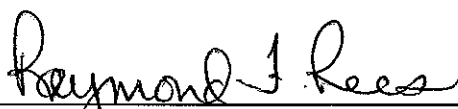
FOR THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES


  
\_\_\_\_\_  
Scott L. Harra, Director  
Department of Administrative Services


  
\_\_\_\_\_  
Eileen Tilque, Council Representative  
AFSCME Council 75

  
\_\_\_\_\_  
Diana L. Foster, Administrator  
Human Resource Services Division  
Department of Administrative Services

  
\_\_\_\_\_  
Nicholas Douvris, Bargaining Team Member

  
\_\_\_\_\_  
MG Raymond F. Rees  
The Adjutant General  
Oregon Military Department

  
\_\_\_\_\_  
David Arnold, Bargaining Team Member

  
\_\_\_\_\_  
Glenn West, State Labor Relations Manager  
Labor Relations Unit  
Department of Administrative Services