

# COLLECTIVE BARGAINING AGREEMENT



*between*

# DAS

DEPARTMENT OF  
ADMINISTRATIVE  
SERVICES

*on behalf of  
Oregon State  
Department of Police  
and*

# AFSCME

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES

2009

-

2011

OFFICE OF THE STATE FIRE  
MARSHAL (OSFM)



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## **ARTICLE 1 - RECOGNITION**

### **Section 1.**

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 on behalf of the Oregon State Department of Police (hereinafter the "Department," "Agency" or "OSP") and the Office of the State Fire Marshal (hereinafter the "OSFM"), and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the "Union").

### **Section 2.**

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the Office of the State Fire Marshal, excluding managerial, supervisory, confidential, temporary, and part-time employees working less than thirty-two (32) hours per month.

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

### **Section 3.**

Upon written requests by the Union, OSFM shall provide a copy of its written personnel policies to the Union. An up-to-date copy of current personnel policies shall be accessible to employees in every office. When a change of personnel policy occurs, a copy of the change will be mailed to the Union and employees informed of the change.

### **Section 4.**

The Employer will make changes regarding mandatory subjects of bargaining only after compliance with any bargaining obligations under ORS Chapter 243. Alleged violations of this Article shall not be grievable but shall be addressed exclusively by unfair labor practice complaints under ORS 243.672(1)(e). The Union agrees any unfair labor practice complaint will be filed no later than ninety (90) days after the alleged unilateral change.

### **Section 5.**

Nothing in this Section is intended to inhibit the Employer from issuing directives and/or statements which interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Union on or before the date of issue.

## **ARTICLE 2 - MANAGEMENT'S RIGHTS**

### **Section 1.**

The Agency and OSFM retains all rights customarily attributed to the management and operation of the Department and OSFM unless otherwise specifically abridged by the provision of this Agreement.

## **Section 2.**

These rights include but are not limited to the following: the right to operate and manage OSFM; to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the method, means, standards, and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or the 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 policies, provided such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

## **ARTICLE 3 - UNION RIGHTS, SECURITY, AND STEWARDS**

### **Section 1. Notice of Representatives.**

The Union will provide a written list, which will be kept current, to the Agency/OSFM and the Department of Administrative Services of its representatives from Council 75 who will be "Union Representatives."

### **Section 2. Union Representative Visits.**

After advance notice to the State Fire Marshal or his/her designee of his/her intent to be present on the worksite and the reason(s), the OSFM will allow a Union Representative(s) reasonable access to the worksite during work day. Such visits will not interfere with the normal flow of work. Requests for access to buildings other than OSFM headquarters shall be directed to station commanders.

### **Section 3. Union Business.**

Employees shall conduct the internal business of the Union during their nonduty hours.

### **Section 4. Building Use.**

Upon request to the State Fire Marshal or his/her designee, the OSFM may allow the Union use of OSFM facilities during nonduty hours for meetings when such facilities are available. Such meetings will not interfere with the business of the OSFM. Requests for access to buildings other than OSFM headquarters shall be directed to station commanders.

### **Section 5. Bulletin Boards.**

The Agency shall provide bulletin board space for the use of the Union to communicate meetings and other official Union business.

### **Section 6. Union Notices to Employees.**

The Agency shall furnish each new employee with a written notice, provided by the Union, that the Union is the certified collective bargaining representative and of the employee's obligation for declaration of dues or payment in lieu of dues (fair share) deduction.

## **Section 7. Payroll Deductions.**

**A.** The Union shall be provided payroll deductions for its regular monthly dues in accord with ORS 292.055.

**B.** On the first pay period of each month, the Agency 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 or until revoked by the employee in writing, whichever is sooner. Employees who revoke their membership will have fair share deducted pursuant to subsection C.

**C.** 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 State 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 amount.

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.

**D.** The Employer 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.

**E.** Any employee who is a member of a church or religious body 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 or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Agency that this has been done. Notwithstanding an employee's claim of exemption under this Section, the Agency shall deduct fair share from the employee's wages pursuant to this Article, until agreement has been reached between the employee and the Union.

**F.** The Union shall provide the Payroll Unit with a copy of the completed application/authorization forms prior to the payroll cutoff date(s). The Payroll Unit shall then process the completed applications.

**G.** Upon request, and at least quarterly, the Agency shall furnish to the Union an alphabetized listing of the names, classifications, and home addresses, and division or regional office where employed of all new or transferred employees in the bargaining unit.

## **Section 8. Employer Held Harmless.**

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

## **Section 9. Shop Steward.**

**A.** Two (2) Shop Stewards shall be allowed access to all represented Division employees. Such Stewards shall be selected from and represent employees. The Union shall immediately notify the State Fire Marshal, the Agency Labor Relations Unit, and the Department of Administrative Services Labor Relations Unit of the names of Shop Stewards and their designated representation area. The Union shall update the list as necessary.

**B.** Union Stewards, President and Vice President will be granted mutually agreed upon time off during regularly scheduled working hours to investigate and process grievances upon notice to their immediate supervisor. If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate supervisor shall, within the next work day, arrange a mutually satisfactory time for the requested activity.

Union Stewards, President and Vice President will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees during their regularly scheduled hours of employment. However, only one (1) Union representative will be in pay status for any one (1) grievance except where a grievance involves employees in more than one (1) work section. Supervisors may request that Stewards, President and Vice President maintain and submit a monthly activity report of work time spent investigating and processing grievances.

The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances or distributing Union material outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward, President and Vice President in the processing of grievances. Grievance meetings between Union and Management shall be held in the central office in Salem.

**C.** The Agency/OSFM agrees there shall be no reprisal, coercion, intimidation or discrimination against any Shop Steward or member of the Union for the conduct of the functions described in this Article.

**D.** At the Union's request and subject to the operating requirements of the OSFM, Shop Stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay to attend the Union's Shop Steward training session.

## **Section 10.**

The Agency/OSFM agrees to attendance by the President or his/her designee of the Local Union without loss of regular pay at meetings where his/her presence is required by the Agency/ OSFM.

Before such time may be taken, the President or his/her designee shall give notice to their supervisors. If the permitted activities would interfere with the President's or his/her designee's duties, the direct supervisor shall, within the next working day, arrange a mutually satisfactory time for the requested activity.

## **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 12.**

Union officers or Union stewards will be allowed to send Union meeting notices through the Agency's e-mail system, which will be limited to approximately one page and will not include attachments. Interactive use limited to clarifications regarding the meeting notices is allowed, however, recipients of group e-mails shall not use the "reply all" function. Use of the Agency's e-mail system shall be on non-work time.

### **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 - ADMINISTRATIVE PROVISIONS**

### **Section 1. Laws, Regulations and Savings.**

This Agreement is subject to all applicable existing and future State and federal laws and regulations.

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 remain in effect. The Employer and the Union agree to 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.

## **Section 2. Legislative Action.**

**A.** Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the date of signing this Agreement or the date otherwise specified in this Agreement.

**B.** Monetary provisions of this Agreement are not valid unless approved by the Legislature. Monetary provisions shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both parties shall jointly recommend passage.

## **Section 3. Strikes, Lockouts and Picket Lines.**

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

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

Upon notification confirmed in writing by the Employer to the Union that certain bargaining unit members 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 of Administrative Services, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity.

## **Section 4.**

This labor Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained pursuant to ORS 243 et. seq. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

## **Section 5. Term of the Agreement.**

This Agreement shall be in effect upon signing, and, except as amended or modified, shall remain in full force and effect until June 30, 2011.

## **Section 6. Successor Negotiations.**

**A.** If one (1) of the parties desires to modify the Agreement, they shall notify the other party in writing no less than one hundred and eighty (180) days prior to the termination of this Agreement.

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

C. The matter of paid or unpaid time for negotiations shall be discussed as a part of the groundrules for the successor negotiations.

## **ARTICLE 5 - PERSONNEL RECORDS**

### **Section 1.**

An employee may, upon request, inspect and copy the contents of his/her official Agency Personnel file. No grievance shall be kept in the personnel file.

### **Section 2.**

No information reflecting critically on an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her 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, the Agency may place the material in the file provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the Union at the time such material was placed in the employee's file.

### **Section 3.**

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, the employee shall be entitled to prepare a written explanation or opinion regarding the disputed material. This shall be attached to the disputed material and shall be included as part of the personnel record until the material is removed.

### **Section 4.**

An employee may include in the personnel file any relevant material the employee wishes such as letters of favorable comment, licenses, certificates, college course credits, or other material which reflects creditably on the employee. This material shall be retained for a minimum of two (2) years. When the material is purged, it shall be returned to the employee.

### **Section 5.**

Material reflecting caution, consultation, warning, admonishment, or reprimand shall be removed from personnel files after twenty-four (24) months provided there has been no recurrence of the problem or a related problem in that time and given to the employee. 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. Earlier removal will be permitted when requested by the employee and if approved by the Appointing Authority.

**Section 6.**

The Agency will make a good faith effort to notify an employee when it receives a valid public record request or civil subpoena that information from his/her official personnel file is being inspected by and/or copied for persons outside of state government.

**ARTICLE 6 - DISCIPLINE, DISCHARGE, AND GRIEVANCE PROCEDURE**

**Section 1.**

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

**Section 2.**

It is the intent of the Agency, OSFM and the Union to resolve employee grievances by informal methods if possible. However, such informal methods do not supersede the timeline requirement outlined in this Article except by mutual agreement pursuant to Section 11. If the Union desires a formal resolution of any grievance as defined in Section 1 (except complaints of unlawful discrimination), such grievance shall be processed as provided under Section 3 Step 1 of this Article.

**Section 3. Grievance Steps.**

**STEP 1. Informal Optional.** Any affected employee may file a grievance with his/her immediate supervisor within thirty (30) calendar days of the date that the employee knew or should have known of the alleged violation(s). The grievance shall be in writing and shall include: (a) a statement of the grievance and the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought.

Prior to the supervisor's response, the supervisor shall informally meet with the grievant and shall respond in writing to the grievance within fifteen (15) calendar days to the employee, with a copy to the Union. All informal grievance settlements are nonprecedential and shall not be cited by either party or their agents or members in any arbitration or factfinding proceedings now or in the future.

Informal grievance settlements shall be reduced to writing and signed by the grievant and first line supervisor, who shall send a copy when signed to the State Fire Marshal, AFSCME headquarters and Labor Relations Units of DAS and the Agency. The settlement shall include the statement:

"Informal grievance settlements are nonprecedential and may not be cited by either party or their agents or members in any arbitration or factfinding proceedings now or in the future."

Actions taken pursuant to informal settlement agreements shall not be contrary to Collective Bargaining Agreement or ORS Chapter 243 and shall not give rise to any bargaining or other consequential obligations.

**STEP 2.** If the informal step is not utilized or if the grievance remains unresolved at informal, the Union may file an official grievance on its official grievance form in writing to the State Fire Marshal within fifteen (15) calendar days after the informal response was due or received. The grievance shall include: (a) a statement of the

grievance and the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought. Once the grievance has been filed at STEP 2, it cannot be expanded. The State Fire Marshal or his/her designee shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

**STEP 3.** If the grievance remains unresolved at STEP 2, the Union may file the grievance in writing with the Director or designee, within fifteen (15) calendar days following the date the response at STEP 2 was due or received. The Director or designee shall respond within fifteen (15) calendar days following receipt of the appeal.

**STEP 4.** If the grievance remains unresolved at STEP 3, the Union may file the grievance in writing with the Department of Administrative Services, Labor Relations Unit, within fifteen (15) calendar days following date the response at STEP 3 was due or received. The Department of Administrative Services shall respond within fifteen (15) calendar days following receipt of this STEP 4 appeal to the Department of Administrative Services.

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

**STEP 5.** If the grievance is unresolved following Department of Administrative Services review, the Union may submit in writing the grievance to arbitration. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services within fifteen (15) calendar days after the STEP 4 response was due or received.

#### **Section 4. Selection of the Arbitrator.**

In the event that arbitration becomes necessary the Union will request within fifteen (15) calendar days from the date the STEP 5 response was due or received, a list of the names of five (5) qualified arbitrators from the Employment Relations Board. Within ten (10) working days of the receipt of the list, the parties will select an arbitrator by alternately striking one (1) name from the list, with the moving party striking first until only one (1) name remains on the list. The name remaining on the list shall serve as the arbitrator. The arbitrator will provide available dates to both parties. Within ten (10) working days of receipt of the available dates, the parties shall select a mutually agreeable date and shall inform the arbitrator. If the parties are unable to agree on dates, the parties may make one (1) request for a new set of dates. If the parties cannot then agree on a date, the arbitrator has the authority to schedule the hearing from any additional available dates.

#### **Section 5. 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, change, or modify 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 6. Expenses of Arbitration.**

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

## **Section 7. Mediation.**

Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either the Department of Administrative Services or the Union may request mediation of the grievance. If agreed 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 8. Discipline and Discharge.**

**A.** Progressive discipline shall be used when appropriate. No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause.

**B.** An 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 for safety violations consistent with the salary basis requirement 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 directly to STEP 2 of the Grievance Procedure and must be within fifteen (15) calendar days from the effective date of the action.

**C.** Where discharge may be contemplated, a written predissmissal 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 OSFM 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 a Union Representative present. At the discretion of the OSFM, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the predissmissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and right to present mitigating circumstances to the Appointing Authority or designee.

**D.** Discharge of a regular status employee may be appealed by the Union directly to STEP 3. The appeal must state the reason for the appeal with sufficient specifics to process the grievance and must be submitted in writing to the Director or designee with fifteen (15) calendar days from the effective date of the discharge.

**E.** If the grievance is not resolved at the Director level, the Union shall (if it chooses to appeal) file, in writing, for arbitration within fifteen (15) calendar days following the date the STEP 3 response was due or received. The appeal must state the reason for the appeal with sufficient specifics to process the grievance and must be submitted in writing to the Department of Administrative Services Labor Relations Unit.

**Section 9.**

Employees are entitled to representation by a Union Representative at any Step in this Article outside of STEP 1.

**Section 10.**

Once a bargaining unit member files a grievance outside of STEP 1, 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 11.**

Time limits may be extended by agreement of the parties. Such extensions must be in writing and shall become part of the grievance record.

**Section 12.**

Failure of the aggrieved party or Union to comply with the time limits outlined above shall constitute abandonment of the grievance and it cannot be resubmitted.

**Section 13.**

If an OSFM manager has reason to discipline an employee it shall not be done in front of other employees or the public.

**Section 14.**

Upon employee approval, notices of predissmissal, suspension, reduction, demotion and dismissal shall be forwarded to the Union on the same day as the employee is notified.

**Section 15.**

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.

**ARTICLE 7 - PERFORMANCE APPRAISAL**

**Section 1. Performance Appraisal.**

The employee's performance will be rated by his/her immediate excluded supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide his/her 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 the employee at this time.

**Section 2.**

Performance appraisals are not grievable nor arbitrable under this Agreement nor shall they be used for the purpose of disciplinary action.

**Section 3.**

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

**Section 4.**

If the employee believes the performance appraisal is erroneous or grossly incorrect, the employee may request a review by the State Fire Marshal.

**ARTICLE 8 - POSITION DESCRIPTIONS**

Position descriptions shall be in writing and will delineate the specific duties assigned to the position. A dated copy of the position description shall be given to the employee upon assumption of the position and at such time as the position description is amended.

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

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

**ARTICLE 9 - FILLING OF VACANCIES**

**Section 1.**

The OSFM desires to fill vacancies with the best qualified applicants available. Within that context, the OSFM intends to insure that bargaining unit employees are given an opportunity to compete for all openings within the bargaining unit. The OSFM advocates promotion of its employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

The OSFM will determine whether a vacancy is to be filled and the method/means to fill that vacancy. If the vacancy is to be filled, OSFM employees will be provided an opportunity to apply for consideration and may be required to compete for lateral transfer into the position. All employees applying for lateral transfer who meet the minimum qualifications of the position will be offered an interview and considered for the vacancy. When an employee of the OSFM is interviewed for a vacancy, consideration will be given for prior OSFM service record, including performance and seniority. Consistent with the provisions of this section, OSFM will appoint the individual of their choosing.

**Section 2.**

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit. It shall be the employee's responsibility to see that he/she has taken the appropriate tests and is on the appropriate list.

**Section 3.**

Employees will be notified of all Agency vacancies to be filled. Notice will be provided by one or more of the following means:

- A. E-Mail.
- B. Voice Mail.

- C. Union Bulletin Board.
- D. Satellite Office Notification via Fax Machine.

**Section 4.**

Upon request, an employee shall be given a written explanation and/or meet with the supervisor to discuss why he or she was not selected for an OSFM position. Upon request, an employee can receive copies of his/her responses to interview questions, except when the questions are used in future recruitments. When this occurs, the employee may, to the extent that the interview questions are reused, review his/her responses while in the presence of the position's supervisor. The employee may also request the numerical rank order of interviewee scores above his/her placement.

**ARTICLE 10 - LIMITED DURATION APPOINTMENTS**

**Section 1.**

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of funding for a specific project. Such appointments shall be for a stated period not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects unless extended by Legislative process. Management will clearly state in its posting that the limited duration appointment requires the employee to vacate his/her permanent position.

**Section 2.**

**A.** No person initially hired to State government on a limited duration appointment in this Agency shall be entitled to layoff rights under this Agreement.

**B.** An employee appointed from regular status from any State agency to a limited duration appointment in the OSFM shall be reinstated to his/her former classification when the limited duration appointment is terminated. Such return right shall not apply if charges are filed and he/she is discharged as provided in Article 6 (Discipline, Discharge, and Grievance Procedure).

**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.** The 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.

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

**ARTICLE 11 - 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 OSFM shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall notify, in writing, all affected employees of their service credits and contractual bumping rights. The Agency shall notify the Union of the service credits of all employees in all affected positions in writing. The OSFM shall also post a copy of the service credits of all affected positions on employee bulletin board and mail a copy to all employees not having a formal office.

**B.** Temporary employees working in the classification 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 service credits calculated within the following separate categories: Permanent full-time positions; Permanent part-time positions. An initial trial service employee can not 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 Agency Human Resources (HR) Office within five (5) calendar days from the date the employee is notified in writing and has a service credits list provided (in hand) to the affected employee.

1. The employee may displace an employee in the OSFM with the lowest service credits in the same classification for which he/she is qualified.

2. The employee may demote to the lowest service credits position in any classification for which he/she is qualified within the OSFM. Employees who elect to demote shall be placed on any layoff list of his/her choice, within the OSFM, for the classification from which he/she demoted.

3. The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any layoff list of his/her choice, within the OSFM, for the classification from which he/she was laid off.

**E.** To be qualified for the options under Section 3(D)(1) and (2) 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 thirty (30) days. 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 thirty (30) day time period is for the purposes 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 Agency 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 service credit position, he/she may displace or demote to the next lowest service credit position in the classification, provided that the incumbent in the next lowest position has a lower service credit 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 Section 3(D)(1) and (2) an employee shall only be eligible to displace another employee with a lower service credit.

### **Section 3.**

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

A. One (1) point per month for each full month of unbroken service in OSFM service and one-half (.5) point per month for each full month of unbroken service in State service excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of leave without pay will be deducted from service credit calculations. When a layoff is announced, service credit scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

B. If two (2) or more employees have equal service credits, the tie shall be broken as follows, with most credit given to:

1. Length of continuous service with the OSFM;
2. Length of continuous service in the job classification.

### **Section 4.**

Any trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the OSFM 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 5.**

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

### **Section 6. Agency Layoff Lists.**

Names of regular status employees of the OSFM 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 service credit order established by the classification from which the employee was laid off or demoted in lieu of layoff.

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

### **Section 7. Recall.**

Employees who are on an OSFM layoff list and have designated in writing the positions and locations shall be recalled in service credit order beginning with the employee with the highest service credits who meets all of the minimum qualifications for the position and who is capable of performing the specific requirements of the position as stated on the position description within thirty (30) days. 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 thirty (30) day 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 OSFM prior to being recalled to the position.

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

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

If a temporary appointment is necessary and is expected to last longer than forty-five (45) days and there is a layoff list for that classification, 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 8. Geographic Area.**

Statewide.

### **Section 9.**

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.

### **Section 10.**

It is understood and agreed that employees who elect to displace, demote and/or return from layoff do not receive reimbursement for travel nor moving expenses.

### **Section 11.**

There shall be no cross bumping between management service, unrepresented service, other bargaining units and the OSFM bargaining unit. However, after termination of unclassified, exempt or management service for reasons other than specified by ORS 240.555, employees who held positions in the same agency and service prior to the appointment to the unclassified, management or exempt services shall be restored to their former status, classification, or similar classification for which qualified in Classified Service. If a reduction in force is required in connection with such return, it shall be accomplished through this Article as if the employee returning had always been a part of the bargaining unit.

### **Section 12. 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 above.

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

**D. Procedures.**

1. Placement on the Secondary Recall List.

**(a)** Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in 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 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.

## **ARTICLE 12 - TRIAL SERVICE**

### **Section 1.**

All employees appointed to a bargaining unit position shall serve a trial service period of six (6) months.

### **Section 2.**

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

If an employee is removed from his/her position during his/her trial service period the employee shall not have rights to appeal the OSFM's decision under this Agreement.

If such employee was previously a regular status employee in a bargaining unit position in the OSFM immediately prior to his/her present appointment, he/she shall be

reinstated to his/her former classification as a regular status employee unless he/she is discharged as provided in Article 6 of this Agreement.

**Section 3.**

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

**Section 4.**

An employee's trial service period may be extended in instances where an employee has a leave of absence. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

An employee's trial service may also be extended for the purpose of developing the skills or knowledge necessary for competent job performance. Requests for such extensions will be submitted to the Union for approval.

**ARTICLE 13 - HOURS OF WORK/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 and paid leave.

**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) and/or alternate scheduled hours in a day or forty (40) hours in any one (1) workweek. Election of pay or compensatory time off must be declared by the employee when notified of having to work overtime. No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2).

When called back to work on a regularly scheduled day off, an eligible employee will be paid a minimum of the equivalent of two (2) hours at the overtime rate of pay (cash or compensatory time at the employee's option) computed from when the employee actually begins work. After two (2) hours of work in each such call back instance, the employee shall be compensated at the appropriate rate of pay for time worked.

Employees will be given the opportunity to provide input to management when notified that management is adjusting their work schedules within the same workweek for the purpose of leveling the workweek not to exceed forty (40) hours and avoid overtime liability. Such input does not abridge management's right to adjust work schedules.

#### **Section 4.**

The OSFM shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization. Prior authorization shall be granted on a case-by-case basis.

#### **Section 5.**

An employee may accrue up to one hundred (100) hours of compensatory time off. At the discretion of the OSFM, accrual above one hundred (100) hours may be paid to the employee or, subject to operating requirements of the OSFM, scheduled off with mutual agreement of the supervisor and the employee, within thirty (30) days of the excess accrual or permitted to remain on the OSFM's official payroll records for a longer period of time and subject to immediate payoff.

#### **Section 6.**

Subject to the operating requirements of the OSFM and in advance of the requested time off, 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 under the same supervisor 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 Agency shall be granted the time off if the matter cannot be resolved by agreement between the employees concerned. However, an employee shall not be given this length of service consideration more than once in every two (2) years. Compensatory time may be taken in time increments of less than eight (8) hours.

#### **Section 7.**

Employees may request to work an alternate schedule. Subject to the operating needs of the Agency, the Agency may grant or deny the request for an alternate schedule. Denial by the employee's immediate supervisor may be appealed by the employee within three (3) work days of receipt of the denial to the next appropriate supervisory level(s). If denial is affirmed, the employee and his/her representative may appeal to the State Fire Marshal within three (3) work days of receipt of the denial for a final decision.

#### **Section 8.**

Sections 1-6 of this Article do not apply to employees exempt from FLSA. Exempt employees shall have a professional workweek that is consistent with the law and the collective bargaining agreement.

#### **Section 9.**

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 hours in that workweek.

## **ARTICLE 14 - CLASSIFICATION AND CLASSIFICATION CHANGES**

### **Section 1. Work Out of Classification.**

**A.** When an employee is assigned, in writing, by the OSFM for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) consecutive calendar days, that employee shall be paid five percent (5%) above the employee's base rate of pay or the first step of the higher salary range, whichever is greater.

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

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

**B.** An employee who is underfilling a position shall be informed in writing that he/she is an underfill, the reasons for the underfill and the requirements necessary for the employee to qualify for reclassification to the allocated level. A copy of the notice shall be sent to the Union. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.

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

**D.** Assignments of work out of classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

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

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.

### **Section 3. Reclassification Procedure.**

**A.** Employees may request reclassification by submitting a completed Position Description Form and written explanation for the proposed reclassification to a specific bargaining unit classification to the Agency HR Office. Reclassification must be based on a finding that the duties and responsibilities of a position have been significantly enlarged, diminished or altered, but the knowledge, skills and abilities required are still essentially similar to those previously required.

**B.** The Agency shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of the reclassification request, the Agency shall notify the Union of its findings. If the findings indicate reclassification, the Agency shall decide to seek approval if necessary or remove the duties.

### **Section 4. Upward Reclassification.**

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

the lower class if they meet 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. 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 the next higher step in the new salary range. In no case shall it exceed the new salary range maximum.

**Section 6. 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 Agency HR Office.

**B.** At the discretion of management, the salary eligibility date may remain the same or be established twelve (12) months thereafter. This may be done, in addition to other reasons, to avoid recoupment of wages.

**Section 7. 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 Agency HR Office to the date the duties were removed. Any work out of classification pay received during that period shall be deducted from the proposed salary rate.

**Section 8. Downward Reclassification.**

**A.** When a position is reclassified to another class that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new classification.

**B.** The Agency shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so within sixty (60) days prior to the effective date.

**C.** If an employee is reclassified downward and his/her rate of pay is above the maximum of the new classification, his/her rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

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

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

**D.** Employees who are reclassified downward will be eligible to apply for reemployment to the classification from which they were reclassified downward.

**Section 9. Equal Reclassification Rate.**

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

**Section 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 8 of this Article, the Union may appeal the decision to the Director or designated representative within fifteen (15) calendar days after receipt of the Agency decision. The written appeal must state:

The reason(s) why the Agency decision is arbitrary.

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

**B.** If the Agency response does not resolve the matter, the Union may, within fifteen (15) calendar days from the date of the Agency response, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to Section 4 of Article 6 (Discipline, Discharge, and Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Agency 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 Agency to stand unless he/she finds the decision was arbitrary.

This Section shall supersede Section 5 of Article 6 (Discipline, Discharge, and Grievance Procedure) on the delineation of the arbitrator's authority on matters spoken to in this Article.

**ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

**Section 1.**

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

**Section 2.**

All complaints alleging any form of discrimination, in violation of this Contract shall be submitted to the Director or designee in writing within thirty (30) days of the date of the occurrence. 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 Director or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the Agency to the complainant and the Union. If the complaint is not resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division; except that

complaints alleging discrimination because of sexual orientation or political affiliation may be submitted to the Department of Administrative Services, Labor Relations Unit, if unresolved by the Agency within fifteen (15) calendar days after receipt of the Director's or designee's response. Department of Administrative Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the employee and the Union.

## **ARTICLE 16 - 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;
- J.** Every day appointed by the President of the United States as a day of mourning, rejoicing or other special observance only when the Governor also appoints that day as a holiday.

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

### **Section 2.**

Full-time employees, except those with any leave without pay the day before or the day after the recognized holiday, shall be compensated at the straight time rate for eight (8) hours for each recognized holiday listed in Section 1 provided the employee works thirty-two (32) hours or more within the month. All part-time employees except those on any leave without pay the day before or the day after a holiday shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more. This holiday compensation is called holiday pay. Recognized holidays which occur during paid vacation or paid sick leave will be charged as a holiday rather than vacation or sick leave.

### **Section 3.**

Employees who are required to work on recognized holidays shall be entitled to the holiday pay as provided for by Section 2 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 makes advance written request for cash, before the payroll cutoff date.

**Section 4.**

In addition to the holidays specified in this Article, all full-time employees shall receive eight (8) hours of paid leave. Part-time employees will receive prorated paid leave.

This paid leave shall be accrued by all employees employed as of the day before Thanksgiving of each year.

Employees may request the option of using the eight (8) hours of paid leave on the workday after Thanksgiving, or before or after Christmas, the workday before or after New Year's Day, or when these days are not available to an employee, on another day of the employee's choice provided such time is taken off no later than June 30 each fiscal year from the date of accrual stated above.

**ARTICLE 17 - VACATION LEAVE**

**Section 1. Vacation Leave for Full-Time Employees.**

After having served in the State service for six (6) full months, full-time classified employees shall be credited with forty-eight (48) hours of vacation leave and thereafter vacation leave shall be accumulated as follows:

After six (6) months through fifth (5th) year	Twelve (12) workdays for each twelve (12) full months of service (eight (8) hours per month)
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 (15th) 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	Twenty-four (24) workdays for each twelve through twenty-fifth (25 <sup>th</sup> ) (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)

Part-time employees and full-time employees 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 for purposes of determining the level of accrual.

**Section 2. Determination of Eligibility for Vacation Accrual.**

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

**Section 3. Determination for Accrual of Vacation Leave.**

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 4. Termination Vacation Pay.**

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

**Section 5. Scheduling of Vacations.**

Vacations shall be scheduled at a time mutually acceptable to the OSFM and the employee and consistent with the work requirements of the OSFM. All vacation leaves require advanced written authorization by the employee's immediate supervisor.

**Section 6. 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.

To avoid losing accrued vacation leave, an employee who is on a compensable work-related injury may request to use accrued vacation leave in lieu of accrued sick leave prior to the date the vacation leave would be lost.

The employee may later request to return to utilizing paid sick leave provided accrued sick leave is available to use.

**Section 7.**

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

**Section 8.**

In the event of an employee's death, all monies due him/her for accrued vacation and salary shall be paid as provided by law, unless otherwise designated in writing by the employee.

**ARTICLE 18 - SICK LEAVE**

**Section 1. 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 worked. Employees who work less than the full month but at least

thirty-two (32) hours during the month shall accrue sick leave with pay on a pro rata basis for the month.

**Section 2. Eligibility for Sick Leave With Pay.**

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

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

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

**Section 4. Use of Sick Leave With Pay.**

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster children, brother, sister, grandchildren, 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 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 OSFM to support the employee's claim for sick leave, if the employee is absent in excess of three (3) consecutive days, or if the OSFM believes that the employee is abusing sick leave privileges. The OSFM may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the OSFM has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.

**Section 5. Sick Leave With Pay on Termination.**

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

**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. Sick Leave Without Pay.**

The OSFM shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician and/or practitioner that the employee is physically and/or mentally able to perform the duties of that position.

After earned sick leave has been exhausted, the OSFM may grant sick leave without pay for any non-job-incurred injury or illness of a continuous and an extended nature to any employee upon request for a period up to one (1) year.

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

### **Section 8.**

An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to the Agency from a different State agency. An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to a different State agency if allowed by that agency's rules or Collective Bargaining Agreement.

## **ARTICLE 19 - OTHER LEAVES**

### **Section 1. Leaves With Pay.**

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

1. All full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year;

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

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.

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

Such leave may be used by an employee for any purpose he/she desires and may be taken at times mutually agreeable to the OSFM and the employee.

**B. Service With A Jury.** An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The OSFM reserves the right to petition for removal of the employee from jury duty if, in the OSFM's judgment, the operating requirements of the OSFM would be hampered.

**C. 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 training year (October 1 through September 30). 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 fifteen (15)

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.

**D. Court Appearance Leave With Pay.** When any employee is not the plaintiff or defendant, he/she 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 valid subpoena or other direction by proper authority for matters related to the employee's officially assigned duties. When the employee is in paid status, the employee shall turn into the Agency any money in connection with the appearance.

**E. Pre-Retirement Counseling Leave.** Each employee within five (5) years of chosen retirement age or date shall be granted, on a one (1)- time basis, up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement programs. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended day of use.

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

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

**F. Test and Interview Leave.** With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take paper and pencil tests related to promotional opportunities within the OSFM.

Up to eight (8) hours each fiscal year with pay shall be allowed for an interview for a position within State government. During periods of layoff within OSFM, employees may use up to eight (8) additional hours for interviews within State government each fiscal year. In no event shall the interview leave exceed sixteen (16) hours per fiscal year. When an agency requires that an employee applicant must complete on-site additional prescreening/assessments provided by that agency prior to interviewing, the employee may also utilize available leave.

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

**G. Bereavement Leave.** Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of this collective bargaining agreement, 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.

## **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. He/she shall, upon honorable discharge from such service, be returned to a position in the same class as his/her 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 he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her 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 to testify in court or at a deposition except for full workweek increments where such testimony causes an absence of one (1) or more full workweeks.

**C. Leave of Absence/Educational Leave.** In instances where the work of the OSFM 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 OSFM approval.

**D. Unauthorized Absence.** Unauthorized leave from duty shall be deemed to be without pay and may be grounds for disciplinary action by the OSFM. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if extenuating circumstances existed. Any employee who is absent for three (3) consecutive workdays without authorized leave shall be deemed to have resigned unless prevented from notifying the Employer due to circumstances beyond their control.

**E. FMLA/OFLA.** Leave shall be granted in accordance with State and/or federal law as appropriate. Extensions beyond the twelve (12) weeks may be arranged at the discretion of OSFM and in accordance with applicable law.

After exhaustion of all sick leave, an employee may retain up to a total accumulation of twenty-four (24) hours of personal business, vacation, and/or compensatory time, except use of such leave will be in accordance with this Agreement. Whenever possible, this designation shall be made prior to the beginning of the leave.

At the discretion of OSFM, an employee may be granted a leave of absence without pay for up to six (6) months to care for a newborn or newly adopted baby.

## **ARTICLE 20 - SALARY ADMINISTRATION**

### **Section 1. Merit Salary Increase.**

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

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

Merit salary increases shall be no less than one step and shall be granted 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.

- D. See attached Letter of Agreement (Step Freeze Advancement and Add/Drop Steps).

### **Section 2. Salary on Promotion.**

An employee shall be given no less than an increase to the next higher rate in the new salary range effective on the date of promotion. Should an increase to the next higher rate in the new salary range result in an increase of less than two and one-half percent (2.5%), the employee will instead receive an increase of at least two and one-half percent (2.5%). If an employee is demoted or removed during trial service as a result of a promotion, his/her salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.

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

### **Section 3. Salary on Demotion.**

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

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

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

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

**Section 4. Salary on Lateral Transfer.**

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

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

When an employee separates from the OSFM and subsequently returns to the OSFM within a two (2) year period, 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. Payday and Pay Advances.**

**A.** 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 8:00 a.m. on the last working day of the month. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.

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

**C.** 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 subject to management's approval. 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 fifteenth (15th) of the month. If any employee requests more than one (1) pay advance in any twelve (12)-month period, management has the right to deny it, if a valid emergency does not exist.

Emergencies include, but are not limited to, the following circumstances:

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

## **ARTICLE 21 - SALARIES**

### **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 2 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).

**Section 4.**

**A. Salaries.** Effective July 1, 2007, salary schedules shall be adjusted upward by three percent (3%), but not less than eighty dollars (\$80.00). Effective November 1, 2008, salary schedules shall be adjusted upward by three and two-tenths percent (3.2%), but not less than eighty-five dollars (\$85.00).

**B.** Effective November 1, 2008, implement a truncation of salary ranges 5 through 10 as follows:

Salary Range:	Truncated Steps
SR 5	1 through 6
SR 6	1 through 5
SR 7	1 through 4
SR 8	1 through 3
SR 9	1 through 2
SR 10	1

**C.** Effective July 1, 2007, the following classifications shall be adjusted as indicated:

5560	Deputy State Fire Marshal Entry	SR 24
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Effective July 1, 2007, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date of July 1, 2008 will be assigned. All other employees will retain their current salary rate until their next salary eligibility date, or until their restored former salary eligibility date. Further advancement in the new salary range shall be as allowed by contract.

**D.** Effective January 1, 2008, the following classification shall be adjusted as indicated:

5561	Deputy State Fire Marshal	SR 30
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Effective January 1, 2008, all employees in this classification shall receive a one-step increase and a new salary eligibility date of January 1, 2009 will be assigned.

**E.** Effective July 1, 2009, the following classification shall be adjusted as indicated:

1116	Research Analyst 2	SR 23
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Employees whose salary falls below the first step of the new range will be placed on the first step of the new range and the salary eligibility date (SED) will be changed to July 1, 2010, except those employees in promotional status who shall retain their SED.

Employees will not be eligible for a salary increase if step movement is frozen. Any salary movement shall be subject to the conditions outlined in the Letter of Agreement on the step Advancement Freeze.

## **ARTICLE 22 - LEADWORK**

Leadwork duties shall be formally assigned in writing by the supervisor to employees who while performing essentially the same duties as workers led are directed to assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; provide informational assessment of workers' performance to supervisor; and orient new employees. Employees shall receive a five percent (5%) differential for work performing assigned leadwork duties over employees for ten (10) consecutive calendar days or more provided the leadwork or team leader duties are not included in the classification specification for the employee's position.

Where leadwork differential is applicable to all hours worked in a month, it shall be applied to all hours paid.

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

## **ARTICLE 23 - HEALTH AND DENTAL 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. Plan Year 2010 and 2011.**

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 24 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT**

### **Section 1. Travel and Mileage.**

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 26 - LABOR-MANAGEMENT COMMITTEE**

### **Section 1. Purpose.**

In order to facilitate communication between the parties and to promote cooperative employer-employee relations, the Employer 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 three (3) members appointed by the Union and three (3) members appointed by the State Fire Marshal. One (1) management member may be designated to serve as an alternate. Representatives from Department of Administrative Services, 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 Committee meetings shall be conducted in good faith. The parties shall alternate responsibility for chairing the meetings; the chair shall be responsible for preparing 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 State Fire Marshal for response and/or action. The State Fire Marshal's 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 timeframes of the settlement of disputes procedure (Article 6).

### **Section 5. Committee Evaluation.**

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.

## **ARTICLE 27 - HARDSHIP LEAVE**

### **Section 1.**

As used in this Article:

**A.** "Accumulated Leave" includes but is not limited to sick, vacation, and compensatory leave.

**B.** "Costs" include all direct and indirect costs, such as wages, insurance premiums, flex benefits, retirement contributions and payroll taxes.

**C.** "Prolonged Illness or Injury" means inability to work because of a catastrophic illness or injury or major medical treatment that the treating physician certifies in writing.

### **Section 2.**

Agency employees may make irrevocable donations of accrued compensatory time and vacation leave, in two (2)-hour increments, to another employee of the Agency not on initial trial service who has exhausted all accumulated leave while the immediate family member as defined in Article 18, Section 4 or employee is recuperating or recovering from a catastrophic prolonged illness or injury. Donations shall be posted to the donee's leave balance as needed. Donations not used will not be deducted from the donor's vacation leave balance.

### **Section 3.**

Donations shall be credited at the donor's current regular hourly rate of pay. Donations shall be used to reimburse the State for all hardship leave costs as in Section 1(B) above for the donee.

### **Section 4.**

Applicants for hardship leave shall apply in writing to the Agency HR Office or designee, accompanied by the treating physician's written statement certifying that the prolonged catastrophic illness or injury, or major medical treatment (i.e., chemotherapy) will continue after the employee is projected to exhaust all accumulated leave.

### **Section 5.**

Upon determination that an employee's request satisfies "prolonged illness or injury" requirements, Agency shall approve leave totaling not more than sixty (60) workdays during the term of this Agreement. Approval shall be subject to availability of

donations from Agency employees to cover all hardship leave costs. The Agency HR Office or designee shall initiate and collect donations on a form(s) the Agency provides. The donated leave received for the illness or injury may be used intermittently, as appropriate, for related medical appointments/treatments.

**Section 6.**

Employees on Workers' Compensation, PERS retirement benefits, or parental leave shall not be eligible for hardship leave either as donors or donees.

**Section 7.**

The donor and recipient will hold the Employer harmless for any tax liabilities.

**Section 8.**

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 28 - SAFETY AND HEALTH**

**Section 1.**

It is further the intent of this Agreement that the parties will mutually strive to maintain a suitable and safe working environment for all employees. The employer agrees to abide by standards of safety and health in accordance with Oregon Statutes and Administrative Rules. Issues arising under this Section are not arbitrable.

The Agency will give serious consideration to safety and health issues/recommendations received from the joint Labor/Management Committee or Safety Committee.

**Section 2.**

The OSFM shall provide and maintain necessary equipment, as determined by the OSFM, and shall make such equipment available to employees required to use such equipment.

**Section 3.**

The OSFM shall make available training to affected employees, as determined by the OSFM, in the use of required safety equipment necessary for the performance of assigned duties. Such required training shall be at OSFM expense.

**ARTICLE 29 - 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 11, 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 9, Filling of Vacancies, this Article shall prevail.

**C.** An employee may exercise all applicable rights under Article 11, 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 30 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS**

### **Section 1. Overpayments.**

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

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

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

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

**4.** If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump-sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

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

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

**Section 2. Underpayments.**

A. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct 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 3. Payroll Reconciliation.**

Section 1, subsections A.1, A.2, A.3, through A.4, shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one pay period to another. The employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

**ARTICLE 31 - 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 HR 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 32 - BILINGUAL DIFFERENTIAL**

A differential of five percent (5%) over base rate will be paid to employees required to be proficient and use bilingual skills (i.e., interpretation and translation to and from English to another foreign language). Such skills must be a condition of employment as established by management. The interpretation and translation skills must be assigned and contained in an employee's individual position's position description. The decision to assign bilingual duties to an employee is at the sole discretion of management.

## **ARTICLE 33 - OSFM-OWNED CLOTHING/COMMERCIAL LAUNDERING**

The OSFM agrees to provide commercial cleaning services for employees who are issued OSFM-owned clothing (e.g., coveralls, turnouts, wildland fire clothing, rain coats, etc.).

The OSFM agrees to reimburse employees for commercial cleaning expenses of OSFM-owned clothing and shall authorize reasonable on-duty time to establish and maintain such cleaning services. Receipts will be required prior to payment by the OSFM.

OSFM will reimburse employees for reasonable replacement costs for articles of clothing damaged while performing official field duties. To obtain such reimbursement the employee must submit a written request to management for approval, explaining how the damage occurred, along with the damaged item of clothing. A receipt for the replacement cost will be provided to management. It is not intended that this provision apply to normal wear and tear.

## **ARTICLE 34 - 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 35 - 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 (2) weeks advance notice to the affected employee(s).

**B.** Where the Employer/Agency has announced a delayed opening pursuant to Section 1(A), employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. 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 36 - ERC DIFFERENTIAL**

To receive the Emergency Response Center (ERC) Differential, employees must be assigned by OSFM management to work in the ERC. The Differential will be paid for each hour or major portion thereof (thirty (30) minutes or more) worked at the ERC between the hours of 6:00 p.m. and 6 a.m. and for each hour or major portion thereof worked on Saturday or Sunday. The amount of the ERC Differential is seventy-five cents (\$.75) per hour.

**ARTICLE 37 - PROFESSIONAL MEMBERSHIPS**

If OSFM requires an employee to obtain a membership in a work-related organization, the cost of the membership shall be paid by OSFM.

## **LETTER OF AGREEMENT**

The parties agree to a joint interim committee of two (2) management and two (2) Union persons. This committee will review the labor markets/comparables arrived at during the term of the 2007-2009 Agreement for the Deputy State Fire Marshal classification.

This committee will begin its review in July or as mutually agreed otherwise.

## **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.

## **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, 2011.

**LETTER OF AGREEMENT - ARTICLE 29, 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 29, 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 UNDERSTANDING**

The Employer agrees to allow the Union to reproduce the PRP Chapter 300.1, Rules of Conduct, and include it as an "Information Only" addendum in the next contract. Such inclusion does not mean that it is part of the parties' collective bargaining agreement and subject to the grievance procedure. Nor is it subject to the PECBA process when revisions occur. Revisions, however will continue to be provided to the Union

An employee may file his/her complaint with the lowest appropriate level.

**LETTER OF AGREEMENT - UNDERFILLING OF DEPUTY STATE FIRE MARSHAL POSITION**

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services, Labor Relations Unit, on behalf of the State of Oregon, Oregon State Police and Oregon State Fire Marshal and AFSCME Local 3765.

Employees appointed to the classification of Entry Level Deputy State Fire Marshal shall be given written notice at the time of hire of the requirements for reclassification to the Deputy State Fire Marshal position which they are underfilling. A required time frame shall accompany this notice.

This LOA will sunset on June 30, 2011, unless extended by mutual agreement.

## **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 - 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. The provisions of Senate Bill 822 do apply to the Secondary Recall List.

## **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 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. This subsection shall not apply to OAJA.
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:

1. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.
2.
  - A. 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.
  - B. All discussions that take place under this agreement shall not be subject to Article 9 (Complete Agreement/Past Practice) in the Real Estate Agency/AFSCME Agreement; Article 1 (Recognition) in the Oregon State Police Support Unit/AFSCME Agreement; Article 10 (Complete Agreement/Past Practices) in the Oregon Liquor Control Commission/AFSCME Agreement; and Article 9 (Complete Agreement/Past Practice) in the Construction Contractors Board/ AFSCME Agreement.
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 11 (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 or 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 - 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, March 19, 2010	Friday, November 26, 2010
Friday, April 16, 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>1</sup>**

DCBS (Building Codes Division)

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<sup>1</sup> Where there are more unpaid furlough days than office closures, employees will take remaining days as float days.

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  
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.

<b>Tier</b>	<b>Sept. 2009 – June 2010</b>	<b>July 2010 – June 2011</b>
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:

$$\begin{aligned}
 (MS \div TM) &= (9 \text{ months} \div 22 \text{ months}) = .409 \\
 TO &= 14 \text{ days} \\
 (9 \div 22) \times 14 &= 5.73 \text{ days}
 \end{aligned}$$

Rounding to nearest whole number = 6 mandatory unpaid time off days (8 hours each).

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 <i>(with Agency Closures and/or Floats)</i>			SEPARATING EMPLOYEE Obligation <sup>1</sup> <i>(with Agency Closures and/or Floats)</i>				
				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					11/27/09-12/31/09	2	2	2
		December	0	11/27/09-3/18/10	8	10	12				
2010	1	January	0					1/1/10-1/31/10	2	2	3
		February	0					2/1/10-2/28/10	2	3	3
	2	Mar 19 (fixed)	1	3/19/10-4/15/10	7	9	11	3/1/10-4/15/10	3	3	4
		Apr 16 (fixed)	1	4/16/10-6/17/10	6	8 <sup>3</sup>	10 <sup>3</sup>	4/16/10-4/30/10	4	4	4
		May	0					5/1/10-5/31/10	4	5	5
3	Jun 18 (fixed)	1	6/18/10-6/30/10	5	7 <sup>3</sup>	9 <sup>3</sup>	6/1/10-6/30/10	5	6	6	
	July	0	7/1/10-8/19/10	5	6	7	7/1/10-8/19/10	5	6	7	
	Aug 20 (fixed)	1	8/20/10-9/16/10	4	5	6	8/20/10-9/16/10	6	7	7	
	Sept 17 (fixed)	1	9/17/10-11/25/10	3	4	5	9/17/10-11/25/10	7	8	8	
2011	4	October	0								
		Nov 26 (fixed)	1					11/26/10-11/30/10	8	9	9
	1	December	0					12/1/10-12/31/10	8	9	10
		January	0	11/26/10-3/17/11	2	3	4	1/1/11-3/17/11	8	10	11
2	February	0									
	Mar 18 (fixed)	1	3/18/11-3/31/11	1	2	3	3/18/11-3/31/11	9	11	12	
	April	0	4/1/11-5/19/11	1	2	2	4/1/11-5/19/11	9	11	13	
	May 20 <sup>4</sup> (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	
		June	0	6/16/11-6/30/11	0	0	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.

## COMPENSATION PLAN

July 1, 2009

<b>CLASS #</b>	<b>CLASS TITLE</b>	<b>RANGE</b>
C0103	OFFICE SPECIALIST 1	12
C0104	OFFICE SPECIALIST 2	15
C0107	ADMIN SPECIALIST 1	17
C0108	ADMIN SPECIALIST 2	19
C0119	EXECUTIVE SUPPORT SPECIALIST 2	19
C0435	PROCUREMENT AND CONTRACT ASST	19
C0436	PROCUREMENT & CONTRACT SPEC 1	23
C0437	PROCUREMENT & CONTRACT SPEC 2	27
C0438	PROCUREMENT & CONTRACT SPEC 3	29
C0532	WORD PROCESSING TECHNICIAN 3	15
C0860	PROGRAM ANALYST 1	23
C0861	PROGTAM ANALYST 2	27
C0862	PROGRAM ANALYST 3	29
C0863	PROGRAM ANALYST 4	31
C0864	PUBLIC AFFAIRS SPECIALIST 1	25
C0865	PUBLIC AFFAIRS SPECIALIST 2	29
C0866	PUBLIC AFFAIRS SPECIALIST 3	31
C0870	OPERATION AND POLICY ANALYST 1	23
C0871	OPERATION AND POLICY ANALYST 2	27
C0872	OPERATION AND POLICY ANALYST 3	30
C0873	OPERATION AND POLICY ANALYST 4	32
C1115	RESEARCH ANALYST 1	19
C1116	RESEARCH ANALYST 2	23
C1117	RESEARCH ANALYST 3	26
C1118	RESEARCH ANALYST 4	30
C1338	TRAINING & DEVELOPMENT SPECIALIST 1	23
C1339	TRAINING & DEVELOPMENT SPECIALIST 2	27
C1481	INFORMATION SYSTEMS SPECIALIST 1	17I
C1482	INFORMATION SYSTEMS SPECIALIST 2	21I
C1483	INFORMATION SYSTEMS SPECIALIST 3	24I
C1484	INFORMATION SYSTEMS SPECIALIST 4	25I
C1485	INFORMATION SYSTEMS SPECIALIST 5	28I
C1486	INFORMATION SYSTEMS SPECIALIST 6	29I
C1487	INFORMATION SYSTEMS SPECIALIST 7	31I
C1488	INFORMATION SYSTEMS SPECIALIST 8	33I
C2167	COMMUNICATIONS SYSANALYST 1	23
C2168	COMMUNICATIONS SYS ANALYST 2	25
C3820	ENVIRONMENTAL SPECIALIST 1	20
C3821	ENVIRONMENTAL SPECIALIST 2	23
C3822	ENVIRONMENTAL SPECIALIST 3	26
C5246	COMPLIANCE SPECIALIST 1	21

C5247	COMPLIANCE SPECIALIST 2	25
C5248	COMPLIANCE SPECIALIST 3	29
C5560	DEPUTY STATE FIRE MARSHAL ENTRY	24
C5561	DEPUTY STATE FIRE MARSHAL	30*

\*Effective January 1, 2008

## SALARY SCHEDULES

SALARY SCHEDULE*									
11/1/08									
RANGE	1	2	3	4	5	6	7	8	9
12	1915	1980	2058	2132	2216	2302	2381	2480	2586
15	2132	2216	2302	2381	2480	2586	2696	2814	2945
17	2302	2381	2480	2586	2696	2814	2945	3089	3236
19	2480	2586	2696	2814	2945	3088	3236	3386	3548
20	2586	2696	2814	2945	3088	3236	3386	3548	3726
21	2696	2814	2945	3088	3236	3386	3548	3726	3904
22	2814	2945	3088	3236	3386	3548	3726	3904	4090
23	2945	3088	3236	3386	3548	3726	3904	4090	4288
24	3088	3236	3386	3548	3726	3904	4090	4288	4495
25	3236	3386	3548	3726	3904	4090	4288	4495	4716
26	3386	3548	3726	3904	4090	4288	4495	4716	4951
27	3548	3726	3904	4090	4288	4495	4716	4951	5188
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	6269
32	4495	4716	4951	5188	5442	5704	5986	6269	6565
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

\* Future salary schedules of increases will be posted on the HRSD web page as they become available.

SALARY SCHEDULE*									
7/1/09									
RANGE	1	2	3	4	5	6	7	8	9
12	1980	2058	2132	2216	2302	2381	2480	2586	2696
15	2216	2302	2381	2480	2586	2696	2814	2945	3088
17	2381	2480	2586	2696	2814	2945	3088	3236	3386
19	2586	2696	2814	2945	3088	3236	3386	3548	3726
20	2696	2814	2945	3088	3236	3386	3548	3726	3904
21	2814	2945	3088	3236	3386	3548	3726	3904	4090
22	2945	3088	3236	3386	3548	3726	3904	4090	4288
23	3088	3236	3386	3548	3726	3904	4090	4288	4495
24	3236	3386	3548	3726	3904	4090	4288	4495	4716
25	3386	3548	3726	3904	4090	4288	4495	4716	4951
26	3548	3726	3904	4090	4288	4495	4716	4951	5188
27	3726	3904	4090	4288	4495	4716	4951	5188	5442
29	4090	4288	4495	4716	4951	5188	5442	5704	5986
30	4288	4495	4716	4951	5188	5442	5704	5986	6269
31	4495	4716	4951	5188	5442	5704	5986	6269	6565
32	4716	4951	5188	5442	5704	5986	6269	6565	6875
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

\* Future salary schedules of increases will be posted on the HRSD web page as they become available.

Signed this 21<sup>st</sup> day of Sept, 2009, in Salem, Oregon.

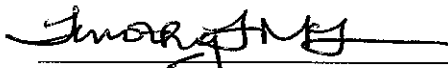
FOR THE STATE OF OREGON



Scott L. Harra, Director  
Department of Administrative Services



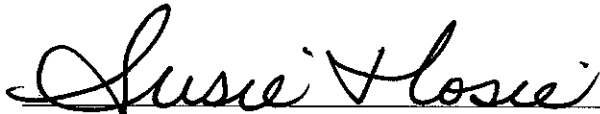
Diana L. Foster, Administrator  
DAS-HRSD



Timothy F. McLain, Superintendent  
Oregon State Department of Police

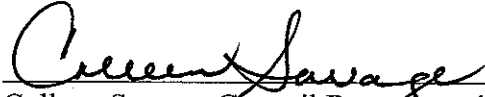


Mike Halpern, State Labor Relations Manager  
DAS-HRSD, Labor Relations Unit




Susie, Hosie, State Labor Relations Manager  
DAS-HRSD, Labor Relations Unit

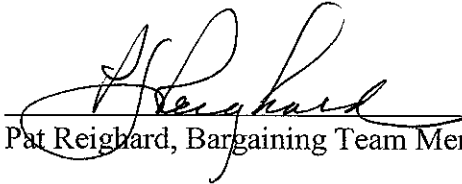
FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES



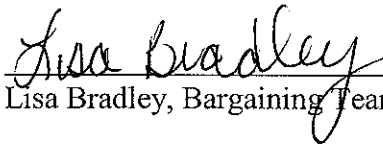
Colleen Savage, Council Representative  
AFSCME Council 75



Paul Nees, Bargaining Team Member



Pat Reighard, Bargaining Team Member



Lisa Bradley, Bargaining Team Member



Richard Hoover, Bargaining Team Member



Bill Brauser, Bargaining Team Member