

COLLECTIVE BARGAINING AGREEMENT



between

DAS

DEPARTMENT OF
ADMINISTRATIVE
SERVICES

on behalf of

Real Estate Agency
and

AFSCME

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

2009

-

2011

REA

TABLE OF CONTENTS

| <u>ARTICLE</u> | <u>Page</u> |
|---|-------------|
| PREAMBLE | 1 |
| ARTICLE 1 - RECOGNITION | 1 |
| ARTICLE 2 - MANAGEMENT RIGHTS | 1 |
| ARTICLE 3 - UNION RIGHTS | 1 |
| ARTICLE 4 - LAWS AND REGULATIONS AND SAVINGS..... | 2 |
| ARTICLE 5 - UNIT CLARIFICATION | 2 |
| ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION..... | 3 |
| ARTICLE 7 - AVAILABILITY OF THE PARTIES TO EACH OTHER | 3 |
| ARTICLE 8 - UNION SECURITY | 3 |
| ARTICLE 9 - COMPLETE AGREEMENT/PAST PRACTICE | 4 |
| ARTICLE 10 - AGENCY PERSONNEL POLICIES | 5 |
| ARTICLE 11 - DISCIPLINE AND DISCHARGE | 6 |
| ARTICLE 12 - GRIEVANCE PROCEDURE..... | 7 |
| ARTICLE 13 - JOB STEWARDS..... | 9 |
| ARTICLE 14 - PERSONNEL RECORDS | 9 |
| ARTICLE 15 - FILLING OF VACANCIES | 10 |
| ARTICLE 16 - TRIAL SERVICE..... | 11 |
| ARTICLE 17 - CLASSIFICATION AND CLASSIFICATION CHANGES | 11 |
| ARTICLE 18 - CONTRACTING OUT..... | 14 |
| ARTICLE 19 - LAYOFF..... | 15 |
| ARTICLE 20 - PAYDAY AND PAY ADVANCES | 18 |
| ARTICLE 21 - HEALTH AND SAFETY..... | 19 |
| ARTICLE 22 - EDUCATION AND TRAINING | 19 |
| ARTICLE 23 - HOURS OF WORK..... | 19 |
| ARTICLE 24 - INCLEMENT CONDITIONS | 20 |
| ARTICLE 25 - HOLIDAYS | 21 |
| ARTICLE 26 - VACATION LEAVE | 23 |
| ARTICLE 27 - SICK LEAVE | 25 |
| ARTICLE 28 - OTHER LEAVE..... | 27 |
| ARTICLE 29 - POSITION DESCRIPTIONS..... | 29 |
| ARTICLE 30 - SALARY ADMINISTRATION..... | 29 |
| ARTICLE 31 - OVERTIME..... | 30 |
| ARTICLE 32 - HEALTH & WELFARE | 31 |
| ARTICLE 33 - WORKERS COMPENSATION..... | 32 |
| ARTICLE 34 - TRAVEL AND MILEAGE ALLOWANCE..... | 32 |
| ARTICLE 35 - MOVING ALLOWANCE..... | 32 |
| ARTICLE 36 - PARKING..... | 32 |
| ARTICLE 37 - SALARIES | 33 |
| ARTICLE 38 - STRIKES, LOCKOUTS AND PICKET LINES | 34 |
| ARTICLE 39 - LEGISLATIVE ACTION | 34 |
| ARTICLE 40 - VEHICLES | 34 |
| ARTICLE 41 - PERFORMANCE APPRAISAL | 34 |
| ARTICLE 42 - TERM OF AGREEMENT | 35 |
| ARTICLE 43 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS..... | 35 |

ARTICLE 44 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS..... 36
ARTICLE 45 - BILINGUAL DIFFERENTIAL 37
ARTICLE 46 – CONSTITUENT COMPLAINT PROCEDURE 37
LETTERS OF AGREEMENT..... 38
APPENDIX A 58
APPENDIX B 59

PREAMBLE

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

ARTICLE 1 - RECOGNITION

Section 1. The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for all classified employees of the Real Estate Agency excluding supervisory, confidential and managerial employees as defined by ORS 243.650, employees working less than half-time, and temporary employees within the meaning of ORS 240.309.

Section 2. This Agreement binds the Union and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer and the Agency and any person designated by it to act on its behalf.

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - UNION RIGHTS

Section 1. The Union will select certain of its agents, who are not Agency employees as "Union Representatives," and certify, in writing, their names to the Administrator of the Agency.

Section 2. Union representatives will be allowed to visit the work areas of the employees during work hours, after advising the Administrator of the Agency, or his/her designee, of their presence for the purpose of meeting with employees regarding matters affecting their employment. Such visits shall not interfere with the normal flow of work.

Section 3. The internal business of the Union shall be conducted by the employees during their nonduty hours.

Section 4. Upon request and approval of the Administrator, or designee, the Union shall be allowed the use of the facilities of the Agency for meetings when such facilities are available and the meeting would not interfere with the business of the Agency.

Section 5. The Agency shall furnish each new employee with a notice provided by the Union that the Union is the certified collective bargaining representative.

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

Section 7. The Agency shall provide a 36" X 24" bulletin board for the use of the Union in communications dealing with social functions, meetings, elections, Union appointments and such other information as may be approved by the Agency's Administrator or designee.

Section 8. The Union shall be provided payroll deductions for its regular monthly dues in accordance with and as entitled to under ORS 292.055.

Section 9. 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 - LAWS AND REGULATIONS AND SAVINGS

Section 1. This Agreement is subject to all applicable existing and future laws of the State of Oregon and the United States. In the event of a conflict between a provision of this Agreement and a rule or regulation of the Department of Administrative Services or any of its Divisions, the terms of this Agreement shall prevail.

Section 2. 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 remains in effect. The Employer and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

ARTICLE 5 - UNIT CLARIFICATION

Section 1. Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.

Section 2. Upon excluding any positions from the bargaining unit the Labor Relations Unit shall send formal written notice of the exclusion(s) including a list of the exclusion(s) and position descriptions to the Union. Those positions questioned by the Union shall be discussed with the Employer within ten (10) days from the date of formal written notification.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit and shall apply without regard to age, race, religion, sex, color, physical or mental handicap, national origin, political affiliation, or marital status, or union membership. The Union further agrees that it will cooperate with the Agency's implementation of applicable Federal and State laws and regulations, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, pertaining to affirmative action.

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

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

Section 3.

a. The Employer and the Union agree to continue their policies of not discriminating against any employee because of sexual orientation.

b. Sexual orientation discrimination complaints will be subject to the grievance procedure (Article 12) beginning at Step 3 until such time as the Bureau of Labor and Industries is given jurisdiction over such matters. Once the Bureau of Labor and Industries is given jurisdiction, such complaints will be processed in the same manner as complaints in Section 1 and 2.

Section 4. It is the policy of the Agency that all employees enjoy a positive, respectful and productive work environment, free from behavior, actions or language which constitutes workplace harassment.

ARTICLE 7 - AVAILABILITY OF THE PARTIES TO EACH OTHER

The parties agree that the Employer and representatives of the Union are each obligated to meet at reasonable times, at the request of the other party for discussion of the agreement, its interpretation, continuation or modification. Both parties pledge to meet expeditiously and in good faith.

ARTICLE 8 - UNION SECURITY

Section 1. Dues Deduction. Employer agrees to deduct the monthly membership dues from the pay of those employees who individually request such deductions in writing. The amount to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate

deductions shall be remitted monthly together with an itemized statement, to the Treasurer of the Union.

Section 2. Fair Share. The terms of the contract have been made for all employees in the bargaining unit, not solely for members of the Union. The parties recognize that it is fair that each employee in the bargaining unit should bear a fair share of the costs incurred by the Union in meeting its responsibilities as a recognized bargaining unit representative.

Each employee not exempt under recognition of this contract shall, within thirty (30) days of hire, have deducted monthly from his/her pay by the State, a sum equal to the amount of current Union dues. Such sum shall constitute the employee's dues if he/she is a member of the Union, or shall otherwise constitute that employee's fair and equitable contribution to the expenses of administering this contract on his/her behalf by the Union. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

The deduction and disbursement to the Union of dues and service fees provided herein shall be accomplished monthly by the State.

Any employee who is a member of a bona fide religious organization which teaches as a doctrine of their faith that payment of Union dues is wrong may follow the procedures allowed by State law to have his/her in lieu of dues payment paid to a nonreligious charity.

The Union shall indemnify and save the Employer harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this section.

Section 3. Employee Statistics. The Labor Relations Unit and the Agency will, upon request of the Union, provide any regularly produced computer runs containing nonconfidential statistics of the Union's bargaining unit members. This will include one (1) printout annually showing names and addresses of all bargaining unit employees and monthly information currently furnished. Any costs incurred in compiling and photocopying these statistical reports under this Agreement shall be billed to the Local Union making the request.

ARTICLE 9 - COMPLETE AGREEMENT/PAST PRACTICE

Section 1. This Agreement incorporates the sole and complete agreement between the parties resulting from negotiations held pursuant to the provisions of ORS 243.650 et. seq. It is acknowledged that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter for collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, if any, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. The Union further agrees to waive the right to bargain over any other mandatory subject of bargaining Labor Relations Unit during the life of the Agreement unless the Agency seeks to change an existing or establish a new written policy as outlined in Sections 3-8 of this Article. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the Employer and the Union.

Section 2. The parties agree that the Labor Relations Unit Rules and Practices and Agency procedures relating to their implementation are without effect upon the Employer or members of the bargaining unit.

Section 3. Any meeting requested under this Article shall occur within five (5) days of:

- a. The Union's request to negotiate when the parties are in agreement that the subject is a mandatory subject of bargaining; or
- b. An Employment Relations Board ruling that the issue is a mandatory issue of bargaining.

If agreement is reached, it shall be reduced to writing and signed by both parties. If the parties are unable to reach agreement within fourteen (14) days following the negotiations and the Union continues to believe the written policy to be unreasonable, it shall notify the Employer of its intent to subject the matter to arbitration. Such written notification must be made during the fifteen (15) day period immediately following the above mentioned fourteen (14) day period. Failure to file such written notification within the prescribed time shall be understood by both parties to waive the Union's right to any further objection.

Section 4. Should the Union decide to carry the matter to arbitration, the parties shall meet within the five (5) days immediately following receipt of notification of the Union's desire to arbitrate to select an arbitrator. Selection of an arbitrator shall be prescribed in Article 12 (Grievance Procedure).

Section 5. 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, unless the award is vacated pursuant to ORS 240.086. The power of the arbitrator in this process shall be limited to determining whether the policy, procedure or rule is unreasonable. If the arbitrator's ruling is that the policy, procedure or rule is unreasonable, the Agency shall immediately withdraw the policy, procedure or rule. Unreasonable for purposes of this Article means that the balance of reason is in favor of not making the change. In other words, the negative effect upon bargaining unit members outweighs the need or benefit to the Employer.

Section 6. The arbitrator fee and expenses shall be paid in the same manner outlined in Article 12, Section 7 (Grievance Procedure).

Section 7. Time limits specified in this procedure must be observed, unless either party requests a specific extension of time which, if agreed to, must be stipulated in writing and shall become part of the record.

ARTICLE 10 - AGENCY PERSONNEL POLICIES

Section 1. Upon request, the Agency shall provide a copy of its written personnel policies to the Union. When a change of a policy occurs, a copy will be sent to the Union, and a copy will be posted.

Section 2. Policy Changes or New Policies.

a. Should the Agency change a written policy or issue a new policy which affects the working conditions of the bargaining unit members, and the working condition(s) is a mandatory subject of bargaining, notice will be given to the Union. If the Union believes such action to be unreasonable and the issue is a mandatory subject of bargaining, then, within seven

(7) days of the date upon which the Union knows, the Union shall request that the Employer negotiate such matter.

b. If the Union is not notified of such change regarding a mandatory subject of collective bargaining the policy shall be null and void, unless extended by mutual agreement.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline (which normally begins with verbal warning) shall be used except when the nature of the problem requires more serious formal discipline such as formal written reprimand, an immediate suspension, termination, reduction in pay or demotion.

Section 2. An employee may only be given a formal written reprimand, suspended, reduced in pay, demoted or discharged for just cause.

Section 3.

a. Discharge of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reason for the appeal and must be submitted to the Department of Administrative Services, Labor Relations Unit within ten (10) calendar days from the effective date of the discharge. Such appeal shall be heard by the arbitrator pursuant to the terms and conditions outlined in Article 12 (Grievance Procedure).

b. An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline at least thirty (30) days in advance of said action (excepting suspension) and of the specific charges supporting the discipline.

A formal written reprimand, reduction, demotion or suspension of a regular status employee may be appealed to Step 3 of the grievance procedure within fifteen (15) calendar days from the effective date of the action. Any further appeal of an action specified in sub (b) shall follow the procedure and time frames outlined in Article 12 (Grievance Procedure).

Section 4. A written notice shall be given to a regular status employee against whom a charge, which may be cause for dismissal, 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 Agency at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Agency Administrator, the employee may be suspended with pay or be allowed to continue work as specified within the predissmissal notice.

Section 5. It is the intent of the Agency that discipline not be administered in the presence of other employees or the public.

Section 6.

a. Unauthorized absence of the employee from duty shall be deemed to be absence without pay and may be grounds for disciplinary action by the Agency. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if the Agency agrees extenuating circumstances existed.

b. Any employee who is absent for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

Section 7. The Agency will forward all written reprimands and notices of reduction, suspension, demotion, predissmissal, and dismissal to the Union on the same day it notifies the employee.

Section 8.

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

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. A grievance is a dispute which arises concerning the application, meaning or interpretation of this Agreement and shall be resolved by the following procedure.

It is however agreed and understood that aggrieved employee(s) and the Job Steward, if either the employee or the supervisor requests the Steward's presence, must first attempt to resolve complaints which may result in formal grievances or grievances informally with the immediate supervisor.

Step 1. Any employee, with notice to the Union, or the Union Representative on the employee's behalf or an employee with a Job Steward may file a formal grievance at Step 1, in writing, with his/her immediate supervisor within thirty (30) calendar days of the alleged action or the date the employee or the Union knew or should have known of the alleged action. Grievances shall not be frivolous and shall be submitted on the AFSCME Grievance Form and shall contain the articles alleged to have been violated, the specific reasons why the employee feels the articles were violated, and the specific remedy(s) requested. The immediate supervisor shall respond, in writing, to the grievance within fifteen (15) calendar days to the employee, with a copy to the Union.

Step 2. If the grievance remains unresolved at Step 1, it may be appealed, in writing, to the Administrator within fifteen (15) calendar days after the response required by Step 1 was received or due which ever is first. The Administrator or his/her designee shall respond in writing to the Union within fifteen (15) calendar days after receipt of the grievance.

Step 3. If the grievance remains unresolved at Step 2, the Union Representative or the employee may, in writing, appeal to the Department of Administrative Services within fifteen (15) calendar days after response required by Step 2 was received or due whichever is first. The Department of Administrative Services shall respond in writing, to the Union within fifteen (15) calendar days after receipt of the grievance.

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

Section 2. Time limits may be extended by agreement of the parties confirmed in writing.

Section 3. The Union or the grievant shall not expand upon the original elements and substance of the written grievance. Prior to filing at Step 2 of the Grievance Procedure, the Union or the employee may however, modify, for the purpose of clarity, the articles cited as being violated and the remedy requested.

Section 4. Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following Department of Administrative Services' response, may be submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be from the Union, in writing, and mailed or delivered to the Department of Administrative Services within fifteen (15) calendar days of the receipt of the response from the Department of Administrative Services.

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

If the grievance is to be submitted to arbitration, a prearbitration meeting may be held. The meeting shall include both the Department of Administrative Services and the Agency meeting with the Union in an attempt to formulate a submission.

Section 5. Selection of the Arbitrator. In the event that arbitration becomes necessary, the Union and the Employer will select an arbitrator in the following manner:

- a. The Union and the Employer may mutually select an arbitrator.
- b. If the parties do not mutually select an arbitrator, then they shall obtain a list of seven (7) qualified Oregon only arbitrators from the Employee Relations Board and select one (1) arbitrator from the list by alternately striking names, with the party striking first being determined by lot, one (1) name at a time until one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator. The arbitration hearing shall commence within fifteen (15) days thereafter, unless otherwise mutually agreed to by the parties.

Section 6. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay and benefits, or to mitigate or cancel the penalty as equity suggests under the facts, or to provide any other relief sought which is otherwise proper under the Agreement. The arbitrator's authority regarding reclassification shall be addressed in the contract articles dealing with classification and classification changes.

Section 7. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 8. Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.

Section 9. The employee may choose to proceed without Union representation, as outlined in ORS 243.666(2), through Step 3 of the grievance procedure, however, only the Union may submit a grievance to arbitration.

Section 10. If at any step of the grievance procedure, the Employer or Agency fails to issue a response within the specified time limits set forth in this Agreement, the grievance shall be automatically advanced to the next step of the grievance procedure unless withdrawn by the

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

Section 11. All so-called group grievances involving two (2) or more immediate supervisors and grievances involving subject matters which are beyond the authority of the immediate supervisor to resolve, may, with the mutual agreement of the parties be filed at higher steps up to and including Step 3.

All "group" grievances must be specific at the initial step of the grievance procedure and must detail the articles violated, all employees affected and the reasons for both.

ARTICLE 13 - JOB STEWARDS

Section 1. The Agency shall recognize two (2) Job Stewards selected from Agency employees to represent Agency employees. The Union shall immediately notify the Agency of the names of Job Stewards and their successors upon their selection.

Section 2. Stewards may receive but not solicit, and may discuss complaints and grievances of employees on the premises and time of the Agency, but only to such extent as it does not neglect, retard or interfere with the work and duties of the Job Stewards or with the work or duties of employees. Upon notice to their immediate supervisor, Job Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances.

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

Section 3. The Agency agrees there shall be no reprisal, coercion, intimidation or discrimination against any Job Steward for the conduct of the functions described in this Article.

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

ARTICLE 14 - PERSONNEL RECORDS

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

Section 2. No information reflecting critically upon an employee shall be placed in the employee's personnel files that does not bear the signature of the employee. The employee shall

be required to sign such material to be placed in his personnel file provided the following disclaimer is attached:

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

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

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

Section 4. An employee may include in his/her personnel files, copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects credibly on the employee.

Section 5. Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of two (2) years, provided that there has been no recurrence of the problem or a related problem in the two (2) years. Earlier removal will be permitted, when requested by an employee and approved by the Appointing Authority.

Section 6. An employee may, upon request, obtain copies of any of the contents of his/her personnel file except for confidential reports from previous employers.

ARTICLE 15 - FILLING OF VACANCIES

Section 1. The Agency desires to fill bargaining unit vacancies with the best suited applicants available. Within that context, the Agency intends to insure that protected classes are given an opportunity to compete for all openings within the bargaining unit. The Agency will determine the manner and method of selection and determine the individual to fill a vacancy.

Section 2. The Agency will notify all employees by Agency e-mail and post on Union Bulletin Boards for seven (7) consecutive days the job vacancy that occurs in the bargaining unit which the Agency intends to fill, setting forth the job title, duties, qualifications and salary range. All bargaining unit employees qualified by training and experience will have the right to apply for the position.

Section 3. If the position is offered for promotion or transfer, and two (2) or more employees possess equal qualifications and are the highest qualified candidates for the position, the Agency will give preference to an employee's length of service with the Agency. Should an employee with lesser length of service receive the promotion or transfer any employee with greater length of service than the one (1) selected who also applied may ask for, and the Agency shall provide, a written or oral explanation from the Agency as to why he/she was not selected. Said

explanation shall also include Agency suggestions as to how the employee so asking could further develop themselves so as to become more qualified for promotion or transfer in the future if the employee asks for said suggestions.

Section 4. When the Agency chooses to fill a vacancy by lateral transfer, it shall not unilaterally transfer an employee on an arbitrary basis. If the Agency considers voluntary transfer requests, the employee who is determined by the Agency to be the best qualified to meet the knowledge, skills and abilities for the vacant position will be appointed. If two (2) or more employees wishing to laterally transfer have demonstrated equal knowledge, skills and abilities for the position, the most senior will be appointed. Should an employee with lesser length of service receive the promotion or transfer any employee with greater length of service than the one (1) selected who also applied may ask for, and the Agency shall provide, a written or oral explanation from the Agency as to why he/she was not selected. Said explanation shall also include Agency suggestions as to how the employee so asking could further develop themselves so as to become more qualified for promotion or transfer in the future if the employee asks for said suggestions.

ARTICLE 16 - TRIAL SERVICE

Section 1. All employees hired, appointed, promoted, or re-employed to a position shall serve a trial service period of six (6) months.

Section 2. At any time during the trial service period, the Agency may remove an employee if, in the judgment of the Agency, the employee is unable or unwilling to perform his/her duties satisfactorily or if in the judgment of the Agency his/her habits and dependability do not merit his/her continuance in the position.

If such employee was previously a regular status employee in another position in this bargaining unit in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position in the bargaining unit, unless charges are filed and he/she is discharged for just cause as provided in Article 13 (Discipline and Discharge).

Section 3. An employee's trial service period shall not be extended except in instances where an employee has a leave of absence or by mutual agreement of the parties. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee. The parties may mutually agree to extend the trial service period for any agreed upon time period.

Section 4. If an employee is removed from his/her position during his/her trial service period the employee shall not have rights to appeal the Agency's decision.

ARTICLE 17 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

a. When an employee is assigned, in writing, by the Agency for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) consecutive work days, that employee shall be paid at the first step in the assigned classification or five percent (5%) more than his/her current rate of pay, whichever is greater.

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

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. Upon gaining regular status and meeting the requirements for the allocated level to the position, the employee shall be reclassified.

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

Section 2. Revision of Classification Series. It is the intention of the parties that the implementation of any new classification system are subject to this section and shall apply to this unit, consistent with the implementation and application to be worked out with all applicable AFSCME classified strikeable units.

Section 3. Reclassification Procedure.

a. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Employee's supervisor.

b. The Agency shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of 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. He/she shall be advanced to the higher class with the same status held in the lower class if he/she meets minimum experience and training requirements. When a position is reclassified upward and the incumbent does not have regular status, the position will be filled competitively at the higher level.

Section 5. Downward Reclassification.

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

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

c. When an employee is reclassified downward, the employee's rate of pay shall be the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary review and eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified.

Section 6. Equal Reclassification Rate. When an employee is reclassified to a class having the same salary range, his/her rate of pay will not be changed.

Section 7. Pay for Upward Reclassification. Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then whatever step of a new salary range constitutes a pay increase.

Section 8. Pay Date of Upward Reclassification.

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

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

Section 9. Pay for Upward Reclassification Denial. If the Legislature does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclass request was received by the Agency Personnel Officer to the date the duties were removed.

Section 10.

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

The reason(s) why the Agency's 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's 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 5 of Article 12 (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's written response in sub (a) of this Section. The appeal must state the following:

The reason(s) why the decision was arbitrary.

The arbitrator shall allow the decision of the Agency to stand unless he/she finds the decision was arbitrary.

If the arbitrator finds the Agency's decision is arbitrary, the arbitrator's authority shall extend only to stating if the employee's current classification is inappropriate. If the arbitrator finds the employee's current classification is inappropriate, he/she shall refer the issue to the Agency for reconsideration. The Agency shall either remove the higher level duties or reclassify the position. The arbitrator shall have no power to substitute his/her discretion for the Agency's discretion on classification matters.

This Section shall supersede Section 6 of Article 12 (Grievance Procedure/Arbitration) on the delineation of the arbitrator's authority on matters spoken to in this Article.

Section 11. Return to Classified Service. After termination of unclassified or exempt service, or removal from the management service, for reasons other than specified by ORS 240.555, an employee may be restored to a position in classified service in accordance with ORS 240.570.

ARTICLE 18 - 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 27, 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 15, Filling of Vacancies, this Article shall prevail.
- c. An employee may exercise all applicable rights under Article 19, Layoff.

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

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

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

ARTICLE 19 - LAYOFF

Section 1. Layoff Procedure. A layoff is defined as a separation from service for involuntary reasons, other than resignations, not reflecting discredit on an employee. An employee and the Union shall be given written notice of layoff at least fifteen (15) calendar days before the effective date stating the reasons for the layoff.

The layoff procedure shall occur in the following manner:

- a. The Agency shall determine the specific positions to be vacated.
- b. Separate layoff lists will apply to full-time and part-time employees in a classification. Any full-time regular status employee shall be permitted to displace a part-time employee with less seniority; however, part-time employees shall not displace full-time employees.
- c. No trial service or regular status employee shall be laid off while a temporary employee in the same classification is employed in the Agency.
- d. A regular status employee notified of a pending layoff shall select one (1) of the following options, and communicate such choice in writing to the Administrator of the Agency within five (5) calendar days from the date of receipt of the written layoff notice:
 1. The employee may displace the newest trial service employee in the same classification. If there are no trial service employees, then the regular status employee with the lowest seniority in the same classification will be bumped and laid off.
 2. The employee may demote and displace the employee in a lower classification who is the least senior trial service employee, or the regular status employee who has the least seniority if there are no trial service employees, provided the employee has exhausted his/her option for placement under 1.d.1.
 3. The employee may elect to be laid off. His/her name will be placed on the Agency Layoff List in seniority order.

- e. An employee exercising option 1.d.1. or 2 must meet the minimum qualifications of the position as stated in the class specification, plus any special qualifications stated in the position description and must be capable of performing the specific requirement of the position within two (2) weeks. The Agency shall be the sole determinant of whether the employee is capable of performing such duties. The Agency's determination shall not be arbitrary or capricious. The determination shall be grievable.

If the employee cannot meet these requirements, he/she shall be entitled to similar consideration to the position with the incumbent having the next highest seniority in the Agency and so on provided that the incumbent in the next highest position has a lower seniority than the employee displacing or demoting.

Section 2. Computation of seniority for regular status employees shall be made as follows:

- a. One (1) point per month for each month of continuous service with the Agency. A break in service is a separation from the service without pay for more than ninety (90) calendar days. All part-time service shall be credited on a prorated basis. If an employee subsequently returns to employment after a ninety (90)-day break in service, he/she shall not regain previously accrued seniority unless such break in service occurred due to a layoff. Periods of authorized leave without pay will not count for seniority calculation. When a layoff is announced, seniority shall be frozen until the layoff and any subsequent bumping activity is completed.
- b. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given in priority order:
 - 1. Length of continuous service in the job classification in the Agency;
 - 2. Length of continuous service with the Agency; and
 - 3. Length of continuous service with the State.

Section 3. Names of regular status employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on layoff lists in seniority order established by the class from which the employee was laid off or demoted in lieu of layoff. The life of a layoff list shall be two (2) years.

Employees who are on an Agency layoff list shall be recalled in seniority order beginning with the employee with the highest seniority. Employees refusing the offer of a position from which he/she was laid off shall lose all future re-employment rights under this Article.

Section 4.

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 meet 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 Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

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

Section 5. Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do not exceed fifteen (15) consecutive work days, shall not be considered a layoff.

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 20 - PAYDAY AND PAY ADVANCES

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

Section 2. The parties agree that pay advances will be kept to an absolute minimum and are for emergencies. Within that context, employees may obtain an advance on their salary. The amount of the request shall not exceed sixty percent (60%) of gross pay earned, but shall be at least one hundred dollars (\$100). Employees will submit requests to the Agency payroll office by the 20th 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.

ARTICLE 21 - HEALTH AND SAFETY

The Agency will agree to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner and promptly report to their supervisor all injuries.

Adequate, safe equipment shall be provided for all employees. No employee shall be expected to perform a work assignment that would cause him or her imminent danger or can be reasonably considered unsafe. An employee who refuses to perform work for reasons of safety shall file a complaint with the Oregon State Accident Prevention Division.

Time lost by the employee as a result of any refusal to perform work on the grounds it is unsafe or might unduly endanger his/her health shall not be paid by the Agency unless the employee's claim is upheld by the Accident Prevention Division.

ARTICLE 22 - EDUCATION AND TRAINING

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

Section 2. The Agency will pay incurred tuition/registration and allowable travel, per diem, and salary when the Agency directs employees to attend training. Employees may request training and will be considered based on job and workload needs and on funding. Available training and educational opportunities will be posted on the employee bulletin board.

ARTICLE 23 - HOURS OF WORK

Section 1. The normal full-time workweek shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) consecutive eight (8) hour days. The Agency's normal work schedule shall be Monday through Friday. The workweek shall begin at 12:01 a.m. on Monday and end on Sunday at 12:00 midnight. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work or a guaranteed workweek.

A regular work schedule is five (5) consecutive eight (8) hour work days in a workweek. The regular workweek shall be Monday through Friday. An irregular work schedule is four (4) ten (10) hour days. Alternative work schedules are anything other than five (5) consecutive eight (8) hour days or four (4) ten (10) hour days in a workweek.

Employees may submit a written request for an irregular or alternate work schedule, which describes how the request meets the factors described below. In determining whether to approve or withdraw approval of a request, the Agency may consider factors including but not limited to the operating requirements of the Agency, the needs of the public, and the performance, productivity, and seniority of the employee.

The Agency's decision to approve or withdraw approval of a request may not be grieved and is not subject to the grievance procedure. However, the Agency agrees to meet with the employee and a representative of the Union, if the denial of the request is disputed, in an effort to fully discuss all concerns, for a reasonable period of time, not to exceed two (2) hours.

Section 2. Employees will be granted a rest period of fifteen (15) minutes during each consecutive work period of four (4) hours. Rest periods will be as near the midpoint of each four (4) hour segment as possible in accordance with operating requirements.

Section 3. Meal Periods. Employees working at least eight (8) hours in a day shall receive one (1) hour unpaid meal period during each work shift. Whenever possible, meal periods shall be scheduled at the middle of the shift. A shorter or longer meal period may be allowed if by mutual agreement between the employee and Employer.

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

The normal workweek under this section shall be Monday through Friday. It is understood that weekend work may be required from time to time.

Section 5. Established work schedules will not be changed with less than ten (10) calendar days' advance notice except when operating requirements of the Agency require it.

Section 6. 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's modification still results in the need for additional work hours, the employee shall be paid the appropriate rate of pay for all time worked over forty (40) hours in that workweek.

ARTICLE 24 - 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 1st of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).

b. Where the Employer/Agency has announced a delayed opening pursuant to Section 1a, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, 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 25 - 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. Presidents' Day on the third Monday in February;
- d. Memorial Day on the last Monday in May;
- e. Independence Day on July 4;

- f. Labor Day on the first Monday in September;
- g. Veterans Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. Christmas Day on December 25;
- j. Every day appointed by the Governor of the State of Oregon as a holiday.

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

Section 2. Full-time employees, except those on leave without pay status the day before or the day after the recognized holiday, shall be compensated at the straight time rate for eight (8) hours for each recognized holiday listed in Section 1. All part-time employees and full-time employees on a leave without pay status the day before or the day after a holiday shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more. This holiday compensation is called holiday pay. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

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

Section 4. An employee will receive compensatory time off for holiday time worked unless the employee requests, in writing, cash. The compensatory time accrual limits established in Article 30, Section 5 shall apply.

Section 5. In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees shall receive a prorated share of eight (8) hours of paid leave. Leave granted in this Section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year, and shall be granted on a basis which shall preclude the closure of the Agency.

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

ARTICLE 26 - VACATION LEAVE

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

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

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

Section 2. Vacation Leave for Part-Time Employees. A part-time employee shall accrue vacation leave and shall earn eligibility for additional vacation credits only in those months

during which the employee has worked thirty-two (32) hours or more. Such leave shall be accrued on a pro rata basis as follows:

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

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

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

Section 4. Restoration of Vacation Leave Credits. Employees who have been separated from the Agency service and return to a permanent position within two (2) years shall be given credit toward additional vacation credits for service prior to their separations. 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.

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

Section 6. Scheduling of Vacations.

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

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

Section 7. Vacation Accrual. An employee shall be allowed to accumulate a maximum of three hundred and twenty-five (325) hours of vacation leave; however, in the event of separation or layoff any unused vacation up to two hundred and fifty (250) hours will be paid to the employee.

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

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

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

ARTICLE 27 - SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits. Employees shall accrue eight (8) hours of sick leave with pay credits for each full month worked. Employees who work less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a pro rata basis.

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

Section 3. Determination of Service for Sick Leave With Pay. Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro rata accrual of

sick leave credits each month, provided that the employee works thirty-two (32) hours or more in that month.

Section 4. Utilization of Sick Leave With Pay.

a. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon a member of the immediate household or immediate family where the employee's presence is required because of illness. The employee has the responsibility to make arrangements, within a reasonable period of time for the care of the ill or injured household member.

b. Definition of immediate family. Employee's parents, spouse, children, foster child, grandchild, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

c. Definition of household member. A person who lives in the same house or residence as the employee or the employee's grandchildren.

Section 5. Request for Additional Time Off. At the time earned sick leave has been exhausted, the employee must request and the Agency may grant use of vacation leave, paid leave time, or sick leave without pay for any non-job-incurred injury or illness.

Section 6. Physician or Practitioner Certification of Illness or Injury. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) consecutive days, if the Agency has reasonable grounds to suspect that the employee is abusing sick leave privileges or in verification of a disability. The Agency may also require such certificate from the employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee may be disciplined pursuant to Article 11(Discipline and Discharge).

Section 7. Request for Additional Time Off - Job Incurred Illness or Injury. After earned sick leave has been exhausted and the employee has the opportunity to exercise the option of using paid leave time or vacation leave as outlined in Article 33 (Workers Compensation), the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of that position.

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

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

Section 10. An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to or from a different State Agency.

ARTICLE 28 - OTHER LEAVE

Section 1. Personal Leave. Full-time employees shall be entitled to twenty-four (24) hours of personal leave each fiscal year, effective July 1 of each year. Part-time employees and full-time employees who are in paid status less than the full number of available hours shall receive personal leave on a pro rata basis. Such leave may be taken at times mutually agreeable to the Agency and the employee. Personal leave shall not be cumulative from year to year, nor is any unused leave compensable in any other manner.

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

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

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

Section 3. Election Leave. If an employee's work hours start less than one (1) hour after polls open and end less than an hour before the polls close, the employee shall be granted leave without pay of not more than two (2) hours on primary and general election days for the purpose of voting.

Section 4. Other Leaves of Absence With Pay. An employee shall be granted a leave of absence with pay for the following:

- a. Service with a jury. The employee may keep any money paid by the court for serving on a jury.
- b. Appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.
- c. Taking part without pay in a search or rescue operation at the request of any law enforcement agency, the administrator of the Aeronautics Division, the United States Forest Service or any local organization for civil defense, for a period of no more than five (5) days for each operation.
- d. Any time proclaimed by the Governor as leave of absence with pay.
- e. Other authorized duties in connection with Agency business.

Section 5. Military Training Leave With and Without Pay. 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) work days in any training year. If the training time for which the employee is called to active duty is longer than fifteen (15) calendar days, the employee may be paid for the first 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. 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. However, such reduction in salary will not be made for an FLSA-exempt employee except in full workweek increments where such absences causes an absence of one (1) or more full workweeks.

Section 6. 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.

Section 7. 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 absence causes an absence of one (1) or more full workweeks.

Section 8. Leave of Absence Without Pay. In instances where the work of an Agency will not be seriously handicapped by the temporary absence of an employee, the employee may be granted leave of absence without pay or educational leave without pay not to exceed one (1) year.

Section 9. Family Medical Leave and Parental Leave. The Agency agrees to abide by all federal and state statutes dealing with these leaves of absence.

Section 10. Test and Interview Leave. An employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Agency. Up to two (2) hours with pay shall be allowed for an interview for a position with another State Agency, or a position within the Agency.

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

Section 11. Donating Blood. Employees shall be permitted reasonable time off with pay to give blood for drives conducted provided such time off does not interfere with the normal flow of work.

Section 12. Bereavement Leave. Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of the affected collective bargaining agreements, employees shall be eligible for a

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

Section 13. Donated Leave. The Appointing Authority of the Agency may, at his/her discretion, allow employees, on a case-by-case basis and without setting precedent, to transfer accumulated vacation leave and compensatory time to a co-worker in the Agency who has exhausted accumulated leave while recuperating from, or involved in, what the Appointing Authority has determined to be an extended and continuing illness or injury of a catastrophic nature.

The transfer of accumulated vacation leave and compensatory time and the utilization of such leave shall be subject to the following:

- a. Employees on Workers' Compensation or parental leave may not participate in this program either as Donors or Donee.
- b. All leave donated shall be posted to the Donee's sick leave account. Any leave which has been donated and remains unused is not recoverable by the Donor.
- c. All accumulated vacation leave and compensatory hours must be donated and transferred in blocks of two (2) hours or more. All hours of leave donated from co-workers and/or management will be converted into an hourly rate and then applied to the Donee's account at his or her hourly rate.
- d. Any other requirements or conditions which may from time to time be determined by, or set forth by, the Agency Appointing Authority on a case-by-case basis.

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 29 - POSITION DESCRIPTIONS

Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended.

ARTICLE 30 - SALARY ADMINISTRATION

Section 1. Merit Salary Increase. Unless the employee has received a five "5" rating, employees shall be eligible for merit salary increases at the first of the month following:

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

In cases of employees with a "5" rating, merit salary increases shall be made upon recommendation of the employee's immediate supervisor and approval of the appointing authority.

The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase at least fifteen (15) days prior to the eligibility date, including a statement of the reason(s) it is being withheld. An employee may grieve the withholding of an annual merit increase.

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

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

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

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

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

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

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

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

Section 7. See Letter of Agreement (Step Freeze Advancement and Add/Drop Steps)

ARTICLE 31 - OVERTIME

Section 1. Employees (covered under FLSA) shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off at the discretion of the Agency for overtime worked in excess of forty (40) hours in any designated workweek, but in no event shall such compensation be received twice for the same hours.

Section 2. Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours on duty except that a minimum of two (2) hours of overtime will be guaranteed in instances where an employee is called back to work. For the purpose of computing overtime, all time for which an employee is compensated, excluding holiday time off and other paid leave, shall be credited as time worked.

Section 3. In the event that sufficient acceptable personnel do not voluntarily accept overtime, such additional personnel, as are deemed necessary by the Agency, shall be required to work overtime.

Section 4. Compensatory time off must be taken within twelve (12) months from the time it is earned in the fiscal year earned. At the Agency's option, compensatory time earned during a fiscal year may be carried forward to the next fiscal year. If the Agency is unable to schedule such time off within this period or does not elect to carry forward earned time the employee shall be paid for the time accrued at his/her regular rate of pay.

Section 5. With the approval of the supervisor, an employee may accrue up to a maximum of eighty (80) hours compensatory time.

Section 6. Professional employees (not covered under FLSA) shall receive time off for authorized time worked in excess of a forty (40) hour workweek at the rate of one (1) hour off for each hour over forty (40) in a workweek. In general, this time off shall be utilized within one (1) fiscal year of being earned. At the Agency's option, compensatory time earned during a current fiscal year may be carried forward to the next fiscal year. If the Agency is unable to schedule time off within the fiscal year or elects not to carry forward earned time, the Agency shall pay the employee for the time accrued at his/her regular rate of pay.

Sections 1-4 of this Article do not apply to employees exempt from Fair Labor Standards Act (FLSA)

ARTICLE 32 - HEALTH & WELFARE

Section 1. An Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month.

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.

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 33 - WORKERS COMPENSATION

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

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

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

ARTICLE 34 - TRAVEL AND MILEAGE ALLOWANCE

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

ARTICLE 35 - MOVING ALLOWANCE

Reimbursements and procedures will be in accordance with 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 36 - PARKING

If there are any changes in parking rates for employees at any State owned or operated parking facility, the Employer shall provide the opportunity for the Union to offer input in the determination of such rates. The Union will be afforded the opportunity to offer suggestions, make recommendations and introduce any data deemed appropriate.

ARTICLE 37 - SALARIES

Section 1. 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 (\$85.00).

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 |

Section 2. Public Employees Retirement System (“PERS”) Members.

For purposes of this Section 5, “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 3. Oregon Public Service Retirement Plan Pension Program Members.

For purposes of this Section 6, “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 7 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 4. 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 5 or under Section 6, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent

(6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

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

ARTICLE 38 - 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, sick-out, refusal to work, picketing or strike against the Employer and the Agency, its goods or on its property.

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

ARTICLE 39 - LEGISLATIVE ACTION

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

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

Section 3. Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Sections, then the Employer and Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided by Article 4 (Savings).

ARTICLE 40 - VEHICLES

Agency vehicles will be parked nightly on State facilities except when a garaging exemption has been authorized:

- a. When a regular work assignment requires personnel availability during nonbusiness hours for frequent, unscheduled or emergency state business.
- b. In other circumstances where home garaging will clearly reduce the Agency's direct cost. (For example, theft, vandalism, etc.).

ARTICLE 41 - PERFORMANCE APPRAISAL

The employee will be rated by his/her immediate supervisor. The rater shall discuss at least annually the performance appraisal with the employee. Rater and employee shall have the opportunity to exchange draft performance appraisals and discuss employee performance prior to the rater writing the completed 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. Any written comments of the employee shall be attached to the performance appraisal.

ARTICLE 42 - TERM OF AGREEMENT

The term starts from the last date of ratification and through June 30, 2011.

ARTICLE 43 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ 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 any such underpayment made within a maximum period of two (2) years before the notification.

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

ARTICLE 44 - 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:

Section 1.

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

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

1. The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
2. The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
3. The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

b. If denied, the Union may appeal the Agency's decision in writing to the Labor Relations Unit within fifteen (15) calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two (2) resource persons, one 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 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 45 - BILINGUAL DIFFERENTIAL

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

ARTICLE 46 – CONSTITUENT COMPLAINT PROCEDURE

Section 1.

The Agency will provide reasonable and timely notice in writing to the employee of the nature of any complaint of merit and whether an investigation has been or will be initiated. Notice to the employee is not required if the complaint is criminal in nature, involves disciplinary matters, or could result in a tort claim against the agency or its employees.

Section 2.

Employees may voluntarily provide a written statement to their supervisor concerning the allegations of the complaint. The employee shall not disclose the existence of the complaint to others except to union officials, or others who are entitled to legal privilege unless specifically authorized in writing by management to do so. Unauthorized disclosure may result in discipline, up to and including dismissal from State service.

Section 3.

Unless specifically authorized in writing by the Agency, employees are not permitted to contact the complainant concerning the complaint. Management will decide how to proceed to conclude any licensee investigation after discussion with the employee. Unauthorized contact with the complainant, or retaliation in any form may result in disciplinary action, up to and including dismissal from State service.

LETTERS OF AGREEMENT
ARTICLE 30, 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 18, Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 2011.

LETTER OF AGREEMENT - 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 - 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

This 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.

This Agreement shall apply as follows:

1. Eligible employees under this LOA are employees who are on step one (1) through six (6) of the pay range for their classification and a) have been continuously employed since September 1, 2003 or b) are seasonal employees employed in calendar year 2003 and recalled pursuant to the agreement for subsequent seasons. Employees shall receive steps on their Salary Eligibility Date (SED) pursuant to the contract and one additional step as follows:
 - a. An employee with a SED between 7-1-06 through 1-31-07 shall receive an additional one-step increase effective 2-1-07.
 - b. An employee with a SED between 2-1-07 and 6-30-07 shall receive an additional step increase effective on their SED.
2. All other employees will receive step increases pursuant to the applicable provisions of the collective bargaining agreements.

This Agreement shall automatically sunset on June 30, 2011.

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

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

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

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

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

LETTER OF AGREEMENT – JOINT COMMITTEE ON SALARY SURVEYS

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

LETTER OF AGREEMENT – E-MAIL USE

This Agreement is made and entered into by the State of Oregon (Employer) acting by and through its Department of Administrative Services on behalf of the Real Estate Agency (Agency) and the American Federation of State, County and Municipal Employees Local 3581 Council 75 (Union).

The parties agree to the following conditions regarding access and use of the Agency's e-mail system for internal Union business:

1. Union Officers and Stewards shall have authorization to post short e-mail message notices to Agency union members only.
2. E-mail messages shall be limited to: meeting announcements of time, date, location and general content or agenda of Union meetings or functions; or, internal Union officer elections and Union appointments.
3. The use of e-mail for Union business shall consist of one-way communication between the Union and members, that is, there shall be no use of e-mail for interactive communication. Each e-mail message sent shall include the statement: "DO NOT RESPOND to this message; this is a non-interactive message." prominently displayed at the beginning of the message. (Note: listing recipients in the "Bcc" address block instead of the "To" block will prevent inadvertent reply all responses.)
4. E-mail shall not be used to lobby, solicit, recruit, persuade or advocate for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the collective bargaining agreement.
5. E-mail shall not contain false, unlawful, offensive or derogatory statements against any person, organization or group of persons. Statements shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. The content of e-mail shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health or disability.
6. It is understood that the use of e-mail for Union business is not private, privileged or confidential, and that the news media or others may be able to obtain copies of e-mails either

sent or received on Agency computers. Further, the agency reserves the right to trace, review, audit, access, intercept, recover or monitor its e-mail system without notice.

7. The Union use of e-mail will not adversely affect the use of the Agency's computer system for agency business.

8. The Agency will not incur any costs for Union e-mail usage including printing of e-mails. The Agency has no obligation to provide access to e-mail where it is not currently available.

9. Use of e-mail for internal Union business shall be done on the Union Officer or Steward's own time and not on Agency time. Employees reading Union business e-mail shall do so on their own time and not on Agency time.

10. Nothing in this Letter of Agreement shall be construed to abridge any rights of the Agency to control its e-mail system, its uses or information. The use of the e-mail system is subject to compliance with the Agency's policies and the Department of Administrative Services policy on Acceptable Use of State Electronic Information Systems.

11. The Union will hold the employer harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Union or its agents regarding any communications or effect of any communications as a result of the use of e-mail for union purposes.

This Letter of Agreement no longer applies if the Agency changes its e-mail system or discontinues its use, and the Agency will have no obligation to the Union or to the employees to provide access to the e-mail.

This Letter of Agreement becomes effective on the latter date of July 1, 2009 or ratification of the collective bargaining agreement and expires on 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. Secondary recall lists are applicable to the provisions of Senate Bill 822.

LETTER OF AGREEMENT
MANDATORY UNPAID FURLOUGH TIME OFF

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

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

The parties agree to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

6. No employee will be required to take a mandatory unpaid furlough day on a recognized holiday unless the employee and supervisor agree otherwise.
7. Temporary employees will be unscheduled for mandatory unpaid furlough days.
8. Mandatory unpaid furlough time off will not count as a break in service and shall not affect seniority.
9. Mandatory unpaid furlough time off shall not add to the length of an employee's trial service period.
10. Deductions from pay of an FLSA exempt employee for absences due to a budget required mandatory unpaid furlough day shall not disqualify the employee from being paid on a salary basis except in the workweek in which the mandatory unpaid furlough time off occurs and for which the employee's pay is accordingly reduced.
11. If an FLSA exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes a mandatory unpaid furlough day, then such employee shall be eligible for pay at the rate of time and one half (1 1/2x) for hours in excess of forty (40) hours that workweek.
12. Mandatory unpaid furlough time off shall only be considered time worked for: a) holiday pay computations, and b) vacation, sick leave and personal accrual.
13. Subject to PEBB eligibility rules, mandatory unpaid furlough days shall be considered time worked for purposes of computing the Employer's insurance contributions.
14. Unless required by law, no employee shall be authorized to substitute other types of unpaid absences or paid leave to replace mandatory unpaid furlough time off.
15. Full-time employees shall take mandatory unpaid furlough time off in eight (8) hour blocks.
16. Part-time employees shall take mandatory unpaid furlough time off in blocks equal to their actual scheduled workday.
17. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough time off.
18. If an Agency closure day is scheduled on a day in which an employee is scheduled to work more or less than an eight (8) hour workday, the employee, with Agency approval, will adjust his/her schedule in a manner which is consistent with the practice that is used during a week there is a holiday. In either case, the employee's schedule will not exceed a thirty-two (32) hour workweek. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.

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

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

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

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

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

LIST OF AGENCIES/PROGRAMS/DIVISIONS OFFICE CLOSURE¹

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

LIST OF AGENCIES/PROGRAMS/DIVISIONS USE OF FLOAT DAYS

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

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

LETTER OF AGREEMENT
MANDATORY UNPAID TIME OFF
CLARIFICATIONS FOR IMPLEMENTATION

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

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

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

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

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

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

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

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

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

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

Where:

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

TM = Total number of months during the '09-'11 biennium during which mandatory unpaid time off must be taken (which is 22 months).

TO = Total number of mandatory unpaid time off days required for the biennium for the salary tier for the employee.

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

$$(MS \div TM) = (9 \text{ months} \div 22 \text{ months}) = .409$$

$$TO = 14 \text{ days}$$

$$(9 \div 22) \times 14 = 5.73 \text{ days}$$

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.

5. 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.

6. 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 15th of the last month in a quarter, the change will be effective the following quarter.

7. 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.

8. 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 15th 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.

9. 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 15th 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.

10. 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.

11. 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.

12. 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 employee's 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.

13. 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.

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

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

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

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

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

NOTES:

¹ 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.

² 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).

³ 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.

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

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

LETTER OF AGREEMENT
STEP FREEZE ADVANCEMENT AND ADD/DROP STEPS

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

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

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

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

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

1. Employees advancing to the new top step of their classification on or after July 1, 2009 through August 31, 2009 as a result of the December 14, 2007 Letter of Agreement will have their pay reduced to the prior top step. Employees advancing to a higher first step by virtue of the first step being dropped shall not have their pay reduced.
2. Employees advancing on the pay scale within their classification's salary range on or after July 1, 2009 through August 31, 2009 will be restored to their former step in effect prior to implementation of the December 13, 2007 Letter of Agreement.
3. For purposes of step advancement under the applicable provision of the agreements, employees having steps remaining in their classification after June 30, 2009 shall not receive these step advancements during the freeze period.
4. This agreement does not affect the initial increase upon promotion and reclassification upward but does affect any subsequent step advancement in the new classification. However, promotions or reclassifications to the new top step shall be subject to subsection #1 above.
5. For initial appointments in the state service occurring between July 1, 2009 and September 1, 2009, the affected employee shall receive a one step increase on September 1, 2010 and on their SED as pursuant to the local agreements. 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:

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 12 (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.

APPENDIX A

CLASS NUMBER, TITLE AND SALARY RANGE

| Class No. | Classification | Salary Range |
|-----------|----------------------------------|--------------|
| C0100 | Student Office Worker | 07 |
| C0107 | Administrative Specialist 1 | 17 |
| C0212 | Accounting Technician 3 | 19 |
| C0323 | Public Service Representative 3 | 15 |
| C0324 | Public Service Representative 4 | 19 |
| C0801 | Office Coordinator | 15 |
| C0817 | Program Representative 2 | 26 |
| C0860 | Program Analyst 1 | 23 |
| C0861 | Program Analyst 2 | 27 |
| C0862 | Program Analyst 3 | 29 |
| C0863 | Program Analyst 4 | 31 |
| C0871 | Operations & Policy Analyst 2 | 27 |
| C1118 | Research Analyst 4 | 30 |
| 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 |
| C5235 | Financial Investigator 1 | 26 |
| C5246 | Compliance Specialist 1 | 21 |
| C5677 | Financial Examiner | 27 |

APPENDIX B

| SALARY SCHEDULE | | | | | | | | | |
|-----------------|------|------|------|------|------|------|------|------|------|
| 11/1/08 | | | | | | | | | |
| RANGE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 07 | 1566 | 1627 | 1708 | 1776 | 1847 | 1915 | 1980 | 2058 | 2132 |
| 15 | 2132 | 2216 | 2302 | 2381 | 2480 | 2586 | 2696 | 2814 | 2945 |
| 17 | 2302 | 2381 | 2480 | 2586 | 2696 | 2814 | 2945 | 3088 | 3236 |
| 19 | 2480 | 2586 | 2696 | 2814 | 2945 | 3088 | 3236 | 3386 | 3548 |
| 21 | 2696 | 2814 | 2945 | 3088 | 3236 | 3386 | 3548 | 3726 | 3904 |
| 23 | 2945 | 3088 | 3236 | 3386 | 3548 | 3726 | 3904 | 4090 | 4288 |
| 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 |
| 17I | 2369 | 2467 | 2569 | 2675 | 2792 | 2922 | 3060 | 3201 | 3350 |
| 21I | 2724 | 2846 | 2981 | 3120 | 3264 | 3418 | 3579 | 3746 | 3921 |
| 24I | 3115 | 3258 | 3413 | 3574 | 3739 | 3914 | 4100 | 4292 | 4494 |
| 25I | 3375 | 3535 | 3702 | 3873 | 4056 | 4246 | 4445 | 4654 | 4874 |
| 28I | 3770 | 3946 | 4134 | 4325 | 4530 | 4744 | 4966 | 5200 | 5445 |
| 29I | 4031 | 4222 | 4419 | 4627 | 4845 | 5074 | 5312 | 5562 | 5824 |
| 31I | 4465 | 4674 | 4894 | 5125 | 5364 | 5618 | 5883 | 6159 | 6447 |
| 33I | 4864 | 5093 | 5331 | 5583 | 5848 | 6123 | 6410 | 6715 | 7034 |

| SALARY SCHEDULE | | | | | | | | | |
|-----------------|------|------|------|------|------|------|------|------|------|
| 7/1/09 | | | | | | | | | |
| RANGE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 07 | 1627 | 1708 | 1776 | 1847 | 1915 | 1980 | 2058 | 2132 | 2216 |
| 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 |
| 21 | 2814 | 2945 | 3088 | 3236 | 3386 | 3548 | 3726 | 3904 | 4090 |
| 23 | 3088 | 3236 | 3386 | 3548 | 3726 | 3904 | 4090 | 4288 | 4495 |
| 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 |
| 17I | 2467 | 2569 | 2675 | 2792 | 2922 | 3060 | 3201 | 3350 | 3506 |
| 21I | 2846 | 2981 | 3120 | 3264 | 3418 | 3579 | 3746 | 3921 | 4104 |
| 24I | 3258 | 3413 | 3574 | 3739 | 3914 | 4100 | 4292 | 4494 | 4706 |
| 25I | 3535 | 3702 | 3873 | 4056 | 4246 | 4445 | 4654 | 4874 | 5104 |
| 28I | 3946 | 4134 | 4325 | 4530 | 4744 | 4966 | 5200 | 5445 | 5702 |
| 29I | 4222 | 4419 | 4627 | 4845 | 5074 | 5312 | 5562 | 5824 | 6098 |
| 31I | 4674 | 4894 | 5125 | 5364 | 5618 | 5883 | 6159 | 6447 | 6749 |
| 33I | 5093 | 5331 | 5583 | 5848 | 6123 | 6410 | 6715 | 7034 | 7368 |

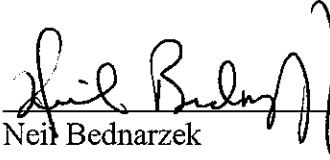
Signed this 1st day of September, 2009, at Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES



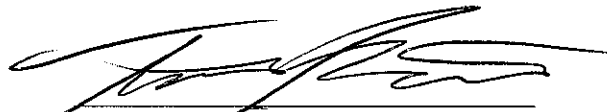
Scott L. Harra, Director
Department of Administrative Services



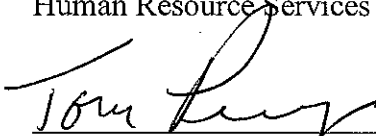
Neil Bednarzek
Oregon AFSCME, Council 75



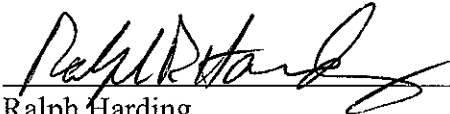
Diana L. Foster, Administrator
Human Resource Services Division



Aaron Grimes
Bargaining Team Member



Tom Perry, State Labor Relations Mgr
Real Estate Agency



Ralph Harding
Bargaining Team Member



Gene Bentley, Commissioner
Real Estate Agency



Kate Nass, Administration Manager
Real Estate Agency