

AGREEMENT

BETWEEN
THE

STATE OF OREGON
DEPARTMENT OF ADMINISTRATIVE
SERVICES

AND

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 2505

FOR THE

**OREGON LIQUOR CONTROL
COMMISSION**

2011-2013

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	4
ARTICLE 5 - UNIT CLARIFICATION	5
ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION	5
ARTICLE 7 - DEFINITIONS.....	5
ARTICLE 8 - AVAILABILITY OF THE PARTIES TO EACH OTHER.....	6
ARTICLE 9 - FAIR SHARE.....	6
ARTICLE 10 - COMPLETE AGREEMENT/PAST PRACTICES	7
ARTICLE 11 - AGENCY PERSONNEL POLICIES.....	8
ARTICLE 12 - DISCIPLINE AND DISCHARGE	9
ARTICLE 13 - GRIEVANCE PROCEDURE.....	10
ARTICLE 14 - JOB STEWARDS.....	12
ARTICLE 15 - PERSONNEL RECORDS	13
ARTICLE 16 - FILLING OF VACANCIES.....	14
ARTICLE 17 - LIMITED DURATION APPOINTMENTS	14
ARTICLE 18 - INVOLUNTARY TRANSFER.....	15
ARTICLE 19 - TRIAL SERVICE.....	15
ARTICLE 20 - CLASSIFICATION AND CLASSIFICATION CHANGES.....	16
ARTICLE 21 - CONTRACTING OUT.....	20
ARTICLE 22 - LAYOFF	21
ARTICLE 23 - PAYDAY AND PAY ADVANCES.....	26
ARTICLE 24 - HEALTH AND SAFETY	27
ARTICLE 25 - EDUCATION, TRAINING AND CAREER DEVELOPMENT	28
ARTICLE 26 - WORKWEEK, WORKDAY AND WORK SCHEDULE.....	29
ARTICLE 27 - REPORTING TIME	32
ARTICLE 28 - SCHEDULING COMPENSATORY TIME OFF	32
ARTICLE 29 - INCLEMENT CONDITIONS.....	33
ARTICLE 30 - HOLIDAYS.....	35
ARTICLE 31 - VACATION LEAVE.....	37
ARTICLE 32 - SICK LEAVE.....	40
ARTICLE 33 - OTHER LEAVES.....	43
ARTICLE 34 - POSITION DESCRIPTIONS.....	45
ARTICLE 35 - SALARY ADMINISTRATION	46
ARTICLE 36 - OVERTIME.....	47
ARTICLE 37 - SHIFT DIFFERENTIAL	49
ARTICLE 38 - LANGUAGE DIFFERENTIAL	49
ARTICLE 39 - ON CALL	49
ARTICLE 40 - CALL BACK COMPENSATION	50
ARTICLE 41 - EMERGENCY MESSAGE PROCEDURE.....	50
ARTICLE 42 - HEALTH AND WELFARE.....	50
ARTICLE 43 - WORKERS COMPENSATION	51
ARTICLE 44 - UNIFORMS.....	51
ARTICLE 45 - TRAVEL AND MILEAGE ALLOWANCE.....	51
ARTICLE 46 - LABOR MANAGEMENT COMMITTEE	52

ARTICLE 47 - PARKING.....	52
ARTICLE 48 - SALARIES.....	52
ARTICLE 49 - NEW AND REVISED CLASSES.....	53
ARTICLE 50 - STRIKES, LOCKOUTS AND PICKET LINES.....	55
ARTICLE 51 - LEGISLATIVE ACTION	55
ARTICLE 52 - SAVINGS.....	55
ARTICLE 53 - SUCCESSOR NEGOTIATIONS.....	56
ARTICLE 54 - AGENCY REASSIGNMENT.....	56
ARTICLE 55 - CLIENT COMPLAINT PROCEDURE.....	56
ARTICLE 56 - JOB SHARING	57
ARTICLE 57 - PHYSICAL ABUSE OF EMPLOYEES.....	57
ARTICLE 58 - REIMBURSEMENT FOR PERSONAL PROPERTY.....	58
ARTICLE 59 - STATE PROPERTY	58
ARTICLE 60 - VEHICLES.....	58
ARTICLE 61 - RECOUPMENT OF WAGE/BENEFIT OVER/UNDERPAYMENTS.....	59
ARTICLE 62 - TERM OF AGREEMENT.....	59
ARTICLE 63 – TEMPORARY INTERRUPTION OF EMPLOYMENT	60
ARTICLE 64 – PERFORMANCE APPRAISAL.....	60
ARTICLE 65 – TRAINING DIFFERENTIAL.....	60
ARTICLE 66 – LEADWORK DIFFERENTIAL.....	61
LETTER OF AGREEMENT #1 PART-TIME EMPLOYEES HEALTH INSURANCE SUBSIDY.....	63
LETTER OF AGREEMENT #2 – HEALTH IMPROVEMENT PLAN	63
LETTER OF AGREEMENT #3 - INTERMITTENT UNION LEAVE.....	64
LETTER OF AGREEMENT #4 - ARTICLE 21 –CONTRACTING OUT - FEASIBILITY STUDY.....	65
LETTER OF AGREEMENT #5 - VETERANS’ PREFERENCE.....	65
LETTER OF AGREEMENT #6 MANDATORY UNPAID FURLOUGH TIME OFF.....	65
LETTER OF AGREEMENT #7 MANDATORY UNPAID TIME OFF CLARIFICATIONS FOR IMPLEMENTATION	69
LETTER OF AGREEMENT #8 - ALTERNATIVES TO LAYOFF.....	74
LETTER OF AGREEMENT #9 - DURATION OF LAYOFF LISTS.....	74
LETTER OF AGREEMENT #10 STEP INCREASES	75
LETTER OF AGREEMENT #11 PART TIME EMPLOYEE MEDICAL PREMIUM SUBSIDY .	75
APPENDIX A – OFFICIAL GRIEVANCE FORM	78
APPENDIX B – COMPENSATION PLAN	79
APPENDIX C – SALARY SCHEDULE.....	83

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 Oregon Liquor Control Commission (hereinafter the "Agency"), and the American Federation of State, County and Municipal Employees, Local 2505 (hereinafter the "Union"), for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

Section 1.1

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the Oregon Liquor Control Commission, excluding those who are supervisory or confidential as defined by ORS 243.650 et. seq. or any others properly excluded by the Employment Relations Board.

Section 1.2

The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.306(8), or part-time employees who regularly work less than thirty-two (32) hours per month.

Section 1.3

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 their 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 3.1

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

Section 3.2

Union representatives will be allowed to visit the work areas of the employees during work hours, after advising the Personnel Officer of the Agency, or his/her designee if the visit is in the Central Administrative Office, or the supervisor of the field office, or his/her designee, of their presence for the purpose of meeting with employees regarding matters affecting their employment. Such visits are not to interfere with the normal flow of work.

Section 3.3

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

Section 3.4

The Union may use Agency facilities for E-Board, bargaining planning, bargaining team, Union committee and regular monthly general membership meetings without prior management approval provided that the facilities are and continue to be available, the use would not interfere with Agency business and the Union has appropriately reserved the room on the electronic reservation system with notification to the Human Resources Manager. For all other meetings, the Union will be allowed the use of Agency facilities upon request and approval of the Human Resource Manager, or designee, provided that the use is consistent with State and Agency policies, facilities are and continue to be available and the use would not interfere with Agency business.

Section 3.5

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

Section 3.6

Not more than fifteen (15) minutes shall be granted for the Union to make a presentation at the orientation of new employees on behalf of the Union 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 at least ten (10)-days notice of the time and place of new employee orientation meetings. If the presenter is an Agency employee he/she will be allowed one (1) hour of Agency time including travel for this presentation.

Section 3.7

a. The Agency will continue to provide reasonable bulletin board space for the use of the Union in communications dealing with social functions, meetings, elections, Union appointments and other Union-related information.

b. Union officers and Stewards may post messages to an electronic bulletin board established for this purpose, and/or use the Agency's e-mail messaging system, provided the officers, Stewards and employees meet all of the following conditions:

- (1) All messages and communications must directly concern internal union business;
- (2) The Stewards, officers and employees do not use the electronic bulletin board for interactive communications (messages may be accessed, but no replies made);
- (3) Employees may access the bulletin board and Union officers and Stewards may post and access messages only during their authorized breaks and lunch periods. With prior supervisory approval, Union officers and Stewards may post and access messages before and/or after their work shift;
- (4) Use of the Agency's e-mail system is limited to authorized breaks and lunch periods. With prior supervisory approval, Union officers and Stewards may use the Agency's e-mail system before and/or after their work shift;
- (5) Use of the electronic bulletin board and e-mail system will comply with the Agency's applicable user policies, such as protection of confidential information and security of equipment;

(6) The Agency will incur no additional costs resulting from the electronic bulletin board and e-mail system use, including printing costs;

(7) Use of the bulletin board and e-mail system does not adversely affect the use of or hinder the performance of the Agency's computer and/or e-mail systems for Agency business;

(8) Messages and/or communications shall not contain false, unlawful, offensive or derogatory statements against any person, organization or group of persons. Messages and/or communications shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. Messages and/or communications shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health or disability;

(9) Messages and/or communications shall not be used to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the Contract;

(10) E-mail messages sent simultaneously to more than five (5) employees shall be limited to one (1) page and plain or rich text format. Such group e-mails shall not include attachments or contain graphics (except for the Union logo). Recipients of such group e-mails shall not use the "reply all" function.

c. Except as modified by this Article, the Agency shall have the right to control its electronic bulletin board and e-mail system, their uses and/or information.

d. It is understood that the electronic bulletin board and e-mail system are not private, privileged or confidential. The Agency reserves the right to trace, review, audit, access, intercept, recover and/or monitor use of its electronic bulletin board and/or e-mail system without notice. Portions of this provision regarding the electronic bulletin board will no longer apply if the Agency loses the ability to maintain an electronic bulletin board.

e. For purposes of negotiations, Union bargaining team members may communicate among themselves over the Agency's e-mail system provided that such use conforms to the provisions of subsection b, above.

f. An employee may forward an e-mail message to his/her home computer, provided such use is during the employee's authorized breaks or lunch period.

g. The Union will hold the Employer and Agency harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Union and/or its agents (including Union officers and Stewards) regarding any messages and/or communications or effect of any messages and/or communications that are a direct result of use of the electronic bulletin board and/or e-mail under this Article.

Section 3.8

a. Upon request and no more than once a month the Agency shall furnish to the Union an alphabetized listing of the names, classifications, and home addresses of the employees in the bargaining unit as well as a listing of those employees who have terminated since the previous list.

b. Upon request and no more than once a quarter the Agency shall provide to the Union the names of any temporary/ Limited duration employees (management/

unrepresented/ bargaining unit) hired, reason for the hire and expected duration of the appointment.

- c. Upon request and no more than once a quarter, the Agency shall provide to the Union the names of all employees in double fill positions, the reason for the double fill and the expected duration of the appointment if available.
- d. Upon request, the Agency shall provide to the union on an annual basis the Agency organization charts showing management positions and the positions they supervise.
- e.

Section 3.9

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

Section 3.10

AFSCME President Leave.

a. Long Term. Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from his/her position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than his/her full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.

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

Section 3.11. 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

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.

ARTICLE 5 - UNIT CLARIFICATION

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

Upon excluding any positions from the bargaining unit, the Employer shall send a list of exclusions to the Union along with position descriptions. Those positions questioned by the Union shall be discussed with the Employer within ten (10) days from the date of notification.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 6.1

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, physical or mental handicap, national origin, political affiliation, or marital status. 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 6.2

All complaints alleging any form of discrimination may be submitted in writing directly to the EEO/AA Coordinator. The EEO/AA Coordinator will investigate the complaint within ten (10) working days of the receipt of the complaint and will attempt to resolve the issue with the employee and/or the Union. Recommendations will be made to the Agency Administrator for final disposition. The Agency Administrator or designated representative shall advise the employee and the Union in writing, within fifteen (15) calendar days, of completion of the investigation of the Agency's position. If the complaint is not satisfactorily resolved, the employee may submit the complaint to the Bureau of Labor for resolution.

ARTICLE 7 - DEFINITIONS

AGENCY LAYOFF LIST - Means a list of laid off persons who have been regular status employees in a particular class in the Agency and who are entitled to have their names certified for appointment to a vacancy in that class within the Agency.

BREAK IN SERVICE – Means a layoff in excess of twenty-four (24) months or a separation from service with the Agency in excess of thirty (30) days. Loss of seniority shall occur in each of these circumstances.

COMPENSABLE TIME - Means time for which an employee is compensated at the regular straight time rate of pay, including paid leave and compensatory time off, but excluding on-call time, call-back compensation and penalty payments.

CONTINUOUS SERVICE - Means uninterrupted employment with the Agency except for layoff. An interruption in service may occur only through dismissal or resignation.

DAY - Means calendar days unless otherwise indicated.

DEMOTION - Means a movement of an employee from a position in one (1) class to a position in another class having a lower salary range number.

DISMISSAL - Means a complete separation of a regular status employee from State service for disciplinary reasons.

FULL TIME EMPLOYEE - Means an employee who works forty (40) hours or more per week.

INVOLUNTARY DEMOTION - Means the demotion of an employee for disciplinary reasons.

JOB SHARE EMPLOYEE - Means an employee who shares one (1) full-time position with one (1) or more employees. Each individual employee works less than full-time.

PART TIME EMPLOYEE - Means an employee in the bargaining unit who works more than thirty-one (31) hours per month but less than full-time per month.

POSITION - Means a group of duties, authorities and responsibilities assigned or delegated to a specific position by the appointing authority requiring the full-time or part-time employment of one (1) person.

POSITION DESCRIPTION - Means a written description of a position which contains the title, a statement of duties, authority, responsibilities and the special requirements.

PROMOTION - Means a movement of an employee from a position in one (1) class to a position in another class having a higher maximum salary rate.

REGULAR STATUS EMPLOYEE - Means an employee who successfully completes an initial trial service period.

REEMPLOYMENT - Means the return of a former regular status employee or trial service employee, through a competitive or noncompetitive process, within two (2) years of the employee's separation. The Agency Layoff List and the Secondary Recall List will take precedence over reemployment.

REPRESENTATIVE - Means any representative of the certified bargaining agent authorized by an employee to act on behalf of that employee in employment relations matters.

SENIORITY - Unless otherwise indicated in this Agreement, seniority means continuous service with the Agency. All authorized leave without pay periods that exceeds ninety (90) days shall be deducted from the computation of continuous service.

TRANSFER - Means a movement of an employee (except as a temporary employee) from a position to a vacant position in the same or different class with no more than a fifteen (15)-calendar day break in service.

TRIAL SERVICE PERIOD - Means a working test period during which an employee is required to demonstrate by actual performance of the duties the employee's fitness for the position to which he/she has been certified and appointed.

UNDERFILLING - Means employment of a person to a classification lower than the allocated class of the position.

ARTICLE 8 - 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 9 - FAIR SHARE

Section 9.1

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

Section 9.2

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

deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from who deductions were made.

Section 9.3

Dues and payments in lieu of dues for employees working less than twenty (20) hours per week will be on a prorated basis as outlined by Union policy. It shall be the responsibility of the Agency's payroll department to notify the Union of employee's names and social security numbers working less than twenty (20) hours per week or less than thirty-two (32) hours per month for the purpose of prorating dues or fair share.

Section 9.4

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

Section 9.5

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Agency that this has been done.

Notwithstanding an employee's claim of exemption under this Section, the Agency shall deduct payments in lieu of dues from the employee's wages pursuant to this Article, until agreement has been reached between the employee and the Union.

Section 9.6

The Union shall provide the Agency payroll office with Union application/authorization forms. Payroll clerks shall supply said applications to prospective members upon request, and shall process completed applications forwarding a copy to the Union immediately upon receipt.

Section 9.7

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

ARTICLE 10 - COMPLETE AGREEMENT/PAST PRACTICES

Section 10.1

Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the Agency and the Union have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This contract incorporates the sole and complete agreement between the Agency and the Union resulting from these negotiations. The Union agrees that the Agency has no further obligation during the term of this Agreement to bargain wages, hours, or working conditions except as specified below. The Agency agrees that during the term of this Agreement it may not unilaterally change employee wages or hours. If the Union believes the Agency has unilaterally changed an employee's wages or hours, the Union may file a written grievance directly with the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days of the alleged violation. "Working conditions" may be changed subject, however, to the restrictions and procedures indicated below.

Section 10.2

Past Practices. The parties recognize the Agency's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this

Agreement, including interpretive decisions which may evolve pursuant to the proper exercise of authority given by law or this Agreement.

The Agency may change or issue new work practices or rules which fall more within the scope of "management functions" as opposed to "employee benefits." Upon specific request, the Agency will send a copy of any change that affects bargaining unit employees to the Union President. If the Union believes such a new or changed work practice or rule adopted by the Agency is unreasonable (For purposes of this Article "unreasonable" means that the balance of reason is in favor of not making a change. In other words, the negative effect on bargaining members outweighs the need or benefit to the Agency), then within thirty (30) days of the date upon which the Union knows, or by reasonable diligence should have known of the subject action, the Union may request the Department of Administrative Services to negotiate the change.

If the Department of Administrative Services believes the change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the Union's request to meet. One (1) union Steward from the Agency will be allowed to use Agency time without loss of pay or benefits to participate. Neither the Department of Administrative Services nor the Agency will be liable for any overtime, premium pay, travel reimbursement or mileage for the union Steward. The union Steward will not be allowed Agency time to participate in discussions on the Agency's obligation to bargain the Union's demand. If agreement is reached by the parties during the meeting under this subsection, then the agreement shall be reduced to writing and signed by the parties.

If the Department of Administrative Services believes that the subject change is a permissive or prohibited subject of bargaining, the Department of Administrative Services shall inform the Union it refuses to bargain the subject change within fifteen (15) calendar days of the Department's receipt of the demand to bargain.

The Union may then file an unfair labor practice complaint with the Employment Relations Board for the refusal to bargain. If the Board rules that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is a mandatory subject of bargaining, the parties shall meet to negotiate this subject change.

If, after bargaining, the parties do not reach agreement, and the Union continues to believe the changed or new work practice or rule is unreasonable, the Union may submit the matter to arbitration. The notice must be received by the Department of Administrative Services within fifteen (15) days immediately following the last date the parties met to negotiate the change.

The parties agree that the decision 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 240.087 or ORS 240.088. The power of the arbitrator in an action brought under this Section shall be limited to determining if the changed or new work practice or rule is itself unreasonable. And, if the parties have not reached agreement on whether the changed or new work practice or rule falls more within the scope of "management functions" as opposed to "employee benefits," this balance shall also be resolved by the arbitrator. If the arbitrator rules that the changed or new work practice or rule is unreasonable, the Agency shall immediately withdraw the changed or new work practice or rule.

The arbitrator's fee and expenses shall be paid as provided in Article 13 (Grievance Procedure).

Time limits specified herein must be observed, unless the parties agree to a specific extension of time. Such agreement must be stipulated in writing and shall become part of the record. Failure to act within the time limits waives any rights to further consideration in the matter.

ARTICLE 11 - AGENCY PERSONNEL POLICIES

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.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 12.1

The principles of progressive discipline which normally begin with verbal warning shall be used except when the nature of the problem requires more serious discipline, such as an immediate suspension, termination, reduction in pay or demotion.

Section 12.2

An employee may be suspended, reduced in pay, demoted or discharged only for just cause.

Section 12.3

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 .4 to .6 of Article 13 (Grievance Procedure).

b. An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline.

The reduction, demotion or suspension of a regular status employee may be appealed to Step 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 13 (Grievance Procedure).

Section 12.4

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 more 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 12.5

The Agency will not formally discipline an employee in front of other employees or the public.

Section 12.6

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

Section 12.7

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 12.8

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 13 - GRIEVANCE PROCEDURE

Section 13.1

A grievance is a dispute which arises concerning the application, meaning or interpretation of this Agreement and shall be resolved in the following manner:

STEP 1 (Informal):

- a. Employee(s) gives his/her immediate supervisor, a written notice describing the grievance issue, with copies to the Union and Human Resources Manager. The employee must give this notice within thirty (30) days of the date of the alleged breach of this Agreement, or of the date employee knew or should have known of the alleged breach.
- b. The immediate supervisor meets with the employee(s) within five (5) working days of receiving the written notice.
- c. If the supervisor and the employee mutually agree to a solution at meeting, the supervisor writes up the outcome and gives copies to the employee, the Union and the Human Resources Manager within three (3) working days. If they cannot reach a solution at the initial meeting, they may mutually agree to a second meeting scheduled within five (5) working days of the initial meeting. If the supervisor and employee cannot reach a solution, both parties write up minutes of the meeting(s) stating the problem, facts and a proposed solution. Each gives copies to the other within three (3) working days of the last meeting.
- d. Any resolution reached by the parties shall be binding. The Agreement shall not add to, subtract from or change the terms of this Agreement and shall not be precedent setting.

STEP 2:

- a. If there is no resolution from Step 1, the Union or the employee may file a formal written grievance (the Official Grievance Form, Appendix A) with the employee's Division Director within five (5) working days of the conclusion of Step 1. If the employee's immediate supervisor is the Division Director, the Union will file the grievance with the Program Director or Deputy Administrator, as appropriate. Copies of the written grievance (the Official Grievance Form, Appendix A), the minutes and related documents from Step 1 will be given to the Union and the Human Resources Manager.
- b. The Director (or Program Director or Deputy Administrator, as appropriate), the Union and employee meet within five (5) working days of the receipt of the grievance. If the grievance is resolved, the Director will write up the resolution and gives copies to the employee, the Union and the Human Resources Manager within three (3) working days of the meeting. If there is no resolution, the employee and the Director, jointly or individually, will write up minutes of the meeting. The minutes will clarify the information on the Official Grievance form. Each gives the other, the Union and the Human Resources Manager a copy of the minutes within three (3) working days of the meeting.
- C. Any resolution reached by the Parties shall be binding. The resolution shall not add to, subtract from or change the Terms of the Agreement and shall not be precedent setting.

STEP 3:

- a. If there is no resolution at Step 2, the Union may appeal the grievance to the Grievance Committee. The Committee will have four (4) members with two (2) bargaining

unit employees and two (2) management employees. The Agency's Human Resources Manager and the Union's Chief Steward or designee(s) will be permanent members. The appeal (the Official Grievance form and any minutes from the previous steps) must be filed with the Human Resources Manager within ten (10) working days of the conclusion of Step 2. The Human Resources Manager will convene the Grievance Committee within fifteen (15) working days from the receipt of the appeal.

b. When the Grievance Committee meets, the Committee will review the Official Grievance Form and any documents from Steps 1 and 2. The Committee may call the employee and/or the supervisor for clarification of the information on the Grievance Form or in the minutes from Steps 1 and 2. The Committee will focus on the alleged violation of the Agreement. The Committee will attempt to resolve the grievance. The Committee will record its determination regarding a violation of the Agreement and any grievance resolution. The Committee will have five (5) working days to review the grievance, to attempt a resolution and to prepare a written summary.

c. The Grievance Committee's grievance resolution shall be binding on all parties. The Grievance Committee decision shall not add to, subtract from or change the terms of this Agreement and are not precedent setting.

STEP 4:

Department of Administrative Services Review. If the grievance remains unresolved at Step 3, the Union may file the grievance with the Department of Administrative Services within seven (7) working days following receipt of the response at Step 3. The Department of Administrative Services shall respond within eleven (11) working days following receipt of the appeal to the Department of Administrative Services.

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

STEP 5:

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

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

If the grievance is to be submitted to arbitration, no less than seven (7) days before the arbitration, the parties will attempt to formulate a submission agreement to be forwarded to the arbitrator.

Section 13.2

Selection of the Arbitrator.

a. Within thirty (30) days of a request for arbitration, the Employer and the Union will jointly request from the Employment Relations Board the names of five (5) qualified Oregon or Washington arbitrators.

b. The Union and the Employer will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the

parties as the arbitrator and arbitration hearings shall commence within thirty (30) calendar days thereafter, unless otherwise mutually agreed by the parties.

Section 13.3

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

Section 13.4

Expenses of Arbitration. The arbitrator fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be 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 13.5

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.

Section 13.6

An employee may choose to proceed without Union representation as outlined in ORS 243.666(2).

Section 13.7

If the Union files a grievance (the Official Grievance Form, Appendix A) on behalf of three (3) or more named employees on exactly the same issue, the Agency will hear the grievance at Step 3 of the procedure outlined in this Article.

Section 13.8

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

Section 13.9

Failure of the aggrieved party to comply with the time limits outlined above shall constitute abandonment of the grievance.

ARTICLE 14 - JOB STEWARDS

Section 14.1

Up to thirteen (13) Job Stewards shall be allowed to ensure access to all Agency employees. Such Stewards shall be selected from and represent employees. The Union shall immediately notify the Human Resources Manager of the names of Job Stewards and their successors upon their selection.

Section 14.2

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 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 discuss complaints and investigate grievances. Only one (1) Union Steward will be in pay status for any one grievance. The Chief Steward may consult on grievances on an in-pay status upon prior notice to their immediate supervisor, up to four (4) hours per month. Job Stewards will not conduct complaint

or grievance work in the Agency's work areas. The Agency is not responsible for any miscellaneous expenses a grievant or Union Steward incurs in the processing of a grievance.

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 a record of dates and times spent on the functions described in this Article. The Chief Job Steward will submit a summary of the stewards' written activities reports to the Human Resources Director on a monthly basis. If a Job Steward had no activities, the monthly report will show "no activities."

Section 14.3

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 14.4

At the Union's request and subject to the bona fide 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 15 - PERSONNEL RECORDS

Section 15.1

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 15.2

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 refuses 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 15.3

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 15.4

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 15.5

Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of two (2) years. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 15.6

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 16 - FILLING OF VACANCIES

Section 16.1

Except when recalling employees from a layoff list or using reemployment to fill a vacancy, the Agency will post any permanent job vacancy that occurs in the bargaining unit which the Agency intends to fill, setting forth the job title, duties and qualifications, and salary range. Human Resources will post the vacancy notices on the warehouse bulletin board, the Agency intranet, and other appropriate places for ten (10) days. Each promotion and transfer applicant will be interviewed if he/she has passed the test qualifying him/her for the classification he/she seeks and is active on the appropriate qualifying list. If an employee is not selected, he/she may request in writing and the Agency shall respond in writing with the specific reasons why he/she was not selected.

Section 16.2

The Agency and the Union agree to the premise that all qualified applicants, regardless of race, color, religion, national origin, sex, age, sexual orientation or disability, should have an equal opportunity to compete on the basis of their knowledge, skills, and abilities. If at the conclusion of the Agency selection process, 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 provided this consideration does not inhibit the ability of the Agency to reach an employment goal specifically outlined in the Agency's Affirmative Action Plan.

Section 16.3

An employee has a responsibility for preparing for advancement and qualifying for promotion within the bargaining unit.

ARTICLE 17 - LIMITED DURATION APPOINTMENTS

Section 17.1

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award, or legislative funding. Persons may also be hired as limited duration appointments, for workload purposes, when needed to fill short-term or transitional assignments. Limited duration appointments shall not exceed two (2) years in duration.

Section 17.2

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

b. A classified Agency employee appointed from regular status to a limited duration appointment shall be entitled to layoff rights.

Section 17.3

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

- a. That the appointment is of limited duration.
- b. That the appointment may cease at any time with two (2) calendar weeks notice.
- c. That persons who accept a limited duration appointment who are not regular status classified Agency employees shall have no layoff rights.
- d. That persons who accept a limited duration appointment who are regular status classified Agency employees are entitled to layoff rights.
- e. That in all other respects, limited duration appointees have all rights and privileges of other classified employees under this Agreement including, but not limited to, wages, benefits, and Union representation.

Section 17.4

Whenever a bargaining unit employee is on approved leave or rotational assignment (military leave, educational leave, work-out-of-class assignment, job rotation, etc.), the Agency may choose to double-fill the position for the period of the employee's absence from the position through a limited duration appointment.

Article 17.5

Article 16.1 will not apply to limited duration appointments.

ARTICLE 18 - INVOLUNTARY TRANSFER

Section 18.1

If, after a reasonable time, the Agency cannot fill a vacancy in accordance with Article 16, it may require an employee to transfer.

Section 18.2

Before requiring an employee to transfer, the Agency shall offer the vacancy to a qualified employee who volunteers. If two (2) or more employees volunteer and have demonstrated equal knowledge, skills, and abilities for the position, the most senior will be appointed. For purposes of this Article, seniority shall mean the total length of continuous service in the classification of the vacant position or higher classification with the Agency. Any absence of leave without pay for longer than fifteen (15) calendar days, except for illness, injury, or education leave, shall break continuous service.

Section 18.3

If there are no qualified volunteers, the qualified employee with the least Agency seniority who has not been transferred within the last twenty-four (24) months, shall be transferred to fill the position.

Section 18.4

The Agency shall not transfer an employee from a filled position to a vacant position on an arbitrary basis.

ARTICLE 19 - TRIAL SERVICE

Section 19.1

- a. All new employees appointed to a position, and those employees promoted or reemployed shall serve a trial service period of six (6) months except Liquor Regulatory Specialists shall serve a twelve (12)-month trial service period.

- b. Except for voluntary transfers or demotions to Liquor Regulatory Specialist positions, a regular status employee who voluntarily transfers to another position in the same class, or different class at the same or lower salary level, shall serve a trial service period of three (3) months in the new position. A regular status employee who voluntarily transfers or demotes to a Liquor Regulatory Specialist position shall serve a trial service period of six (6) months in the Liquor Regulatory Specialist position.

Section 19.2

The immediate supervisor shall judge the employee's willingness and ability to perform his/her duties satisfactorily, and as to habits and dependability within the trial service period.

At any time during the trial service period, the Agency may remove an employee if, in the opinion of the Agency, the trial service indicated that such employee is unable or unwilling to perform his/her duties satisfactorily or that 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 the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position unless charges are filed and he/she is discharged as provided in Article 12 (Discipline and Discharge).

Section 19.3

An employee who is transferred to another position in the same class, or different class at the same or lower salary level, in the Agency prior to the completion of the trial service period shall complete the trial service period in the latter position by adding the service in the former position.

Section 19.4

Except Liquor Regulatory Specialists, an employee's trial service period shall not be extended except in instances where an employee has been on leave for a total of fifteen (15) days or more. Such leave shall extend the trial service period by the number of days of the leave, including the initial fifteen (15) days.

Liquor Regulatory Specialists' trial service period shall not be extended except in instances where an employee has been on leave(s) for a total of thirty (30) days or more. Such leave(s) shall extend the trial service period by the number of days of the leave(s).

Section 19.5

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 by Article 13 (Grievance Procedure/Arbitration) or Article 12 (Discipline and Discharge).

ARTICLE 20 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 20.1

Work Out of Classification.

- a. Higher Classification: When the Agency assigns an employee, in writing, for a limited time period to perform the major distinguishing duties of a position at a higher level classification for five (5) 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.

Employees regularly working a schedule of four consecutive ten (10)-hour days who the Agency assigns in writing to perform the major distinguishing duties of a position at a higher level classification for four (4) consecutive ten (10)-hour days, will be paid work-out-of-class pay in accordance with the provisions of this subsection.

When such assignments are made to work out of classification for four (4) or five (5) consecutive work days, as applicable, 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.

When such assignment lasts longer than sixty (60) days: the assigning manager will post the assignment notice in appropriate places for ten (10) days; the assigning manager will consider all qualified applicants and will give them the opportunity to discuss their qualifications, upon request, prior to selection; an applicant, who is not selected, may request in writing, and the assigning manager will give in writing, the reasons the applicant was not selected.

Management will not circumvent the work out of a classification through serial assignments of the major distinguishing duties of the higher level classification.

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.

Section 20.2

Revision of Classification Series. Prior to implementation of new classifications, or major revisions of existing classifications, the parties will negotiate rates of pay, effective date and method of implementation.

Section 20.3

Reclassification Procedure.

a. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Agency Personnel Office.

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 20.4

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 20.5

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

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

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

salary rate increase of one (1) full step within the new salary range plus that amount that his/her current salary rate is below the next higher rate in the salary range. This increase shall not exceed the highest step in the new salary range.

Section 20.6

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 20.7

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 20.8

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 20.9

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 20.10

Denied Reclassification/Involuntary Reclassification Appeal Process

Agency Appeal: If an employee's requested reclassification is denied or the Agency reclassifies an employee's position, the Union may appeal the decision in writing to the Agency Head or designee within fifteen (15) calendar days after receipt of the Agency's decision. The appeal must identify the reason(s) the Agency's decision is incorrect. The Agency shall respond to the appeal in writing within fifteen (15) calendar days from receipt of the Union's appeal.

Committee Appeal: If the Agency denies an employee's reclassification request or if the Agency reclassifies an employee's position, the Union may appeal the decision to the Employer/Union Classification Appeal Committee. The appeal must be in writing and submitted within fifteen (15) calendar days from the date the Agency's final decision. All appeals must be supported with copies of documents originally provided to the Agency for the reclassification request, including written explanation of the request and all relevant documentation. No new documentation or information will be considered by the Committee unless mutually agreed upon. Upon request, the Union and employee shall have one (1) opportunity to address the committee.

Employer/Union Classification Appeal Committee: The committee shall be composed of one (1) Employer representative and one (1) Union staff representative. The Committee's sole mission will be to consider appeals pursuant to this section of the article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions.

Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that he/she determines most accurately depicts the purpose of the job and

overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

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

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall apportioned as in the arbitrators' judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the Agency's decision to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Classification Criteria. For purposes of this section, a reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

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

This Section supersedes any provisions contained in the Agency's grievance procedure.

ARTICLE 21 - CONTRACTING OUT

Section 21.1

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 21.2

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 21.3

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 21.4

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 22, 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 16, Filling of Vacancies, this Article shall prevail.
- c. An employee may exercise all applicable rights under Article 22, Layoff.

Section 21.5

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.

Section 21.6

Upon request, the union may view state contracts deemed public records. The union will contact the agency manager responsible for procurement and contracts to arrange a time to review the contracts. The agency will let the union review any contracts that the agency itself stores, and are available through public records request. The union will contact the state archivist for older contracts under the public records law. The union may submit suggestions to the agency on agency initiated contracts as to how bargaining unit members could perform the work more efficiently (at reduced cost) and effectively (improved quality). The parties may discuss the union suggestions at their labor/management meetings and determine the most effective and efficient way to accomplish the work in the future for Agency initiated contracts. Decisions around reviewing of contracted work are not subject to the grievance procedure.

ARTICLE 22 - LAYOFF

Section 22.1

Protection from Layoff

- a. The Agency, at its sole discretion, may protect from layoff up to fifteen (15) positions. The Agency will provide the Union a list of employees protected and the rationale. If fewer than fifteen (15) positions are on the list, the Agency is not precluded from adding the remaining available positions and rationale without discussion with the Union. If the Agency substitutes positions for ones that are on the list, the Agency will discuss the change(s) with the Union at least fifteen (15) days prior to the change(s).
- b. Employees not protected by Section 22.1 of this Article will be covered by the provisions of Section 22.2.

Section 22.2

Layoff Procedure. A layoff is defined as a separation from the 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. Layoff lists will apply to employees in a classification. Any regular status employee shall be permitted to displace an employee in the same classification with less seniority unless that employee has been protected under 22.1.
- c. A regular status employee notified of a pending layoff may elect to be laid off or has the options listed below.
- (1) The employee may displace the employee in the same classification who is the least senior trial service employee not protected in Section 22.1 or who is the least senior regular status employee not protected in Section 22.1 if there are no trial service employees.
- To displace either a trial service or regular status employee, the displacing employee must:
- (a) Have greater seniority than the trial service or regular status employee;
 - (b) Meet any special qualifications for the position as shown in the class specification and the position description; and
 - (c) Be capable of performing the specific requirements of the position within three (3) weeks. The agency will determine this by:
 - i. Reviewing an application/resume submitted by the employee; and
 - ii. Reviewing the employee's statement why the employee is qualified for the position; and if needed;
 - iii. Testing the employee on the duties of the position sought. The Agency will use the same test with the same answers for all eligible candidates for the specific position. Tests questions and answers shall be confidential.
- If the displacing employee does not meet these criteria for the position held by the least senior employee in the same classification, the Agency will continue to make this determination for the position held by the next least senior employee until the displacing employee meets the requirements for a position in the same classification or there are no more positions in the same classification held by an employee with less seniority who has not been protected under 22.1.
- (2) If no option is available in subsection (1) above, the employee may demote and displace the employee in a lower classification who is the least senior trial service employee not protected in Section 22.1, or who is the least senior regular status employee not protected under 22.1 if there are no trial service employees. To demote and displace either a trial service or regular status employee in a lower classification, the displacing employee must first consider the most recent previously held classification, including any predecessor classification, prior to the employee's present classification and:
- (a) Have greater seniority than the employee to be displaced;
 - (b) Meet any minimum or special qualifications for the position;
 - (c) Have previously held regular status in the lower classification, including any predecessor classification; and

- (d) Be capable of performing the specific requirements of the position within three (3) weeks. The agency will determine this by:
- i. Reviewing an application/resume submitted by the employee; and
 - ii. Reviewing the employee's statement why the employee is qualified for the position; and if needed;
 - iii. Testing the employee on the duties of the position sought. The Agency will use the same test with the same answers for all eligible candidates for the specific position. Tests questions and answers shall be confidential.

If the displacing employee does not satisfy the above requirements for the position held by the least senior employee in the relevant lower classification, the Agency will continue to make this determination for the position held by the next least senior employee until the displacing employee meets the requirements for a position in the lower classification or there are no more positions in the lower classification held by an employee with less seniority who has not been protected under 22.1.

- (e) If no option is available under subsection (2) above in the most recent previously held classification, including any predecessor classification, the employee will then consider their second most recent previously held classification, including any predecessor classification. The employee will follow the same process listed above in 22.2 c. (2) (a through d). If necessary, this process will continue for as many previously held classifications, including predecessor classifications, that the displaced worker has held while with the agency.

(3) For the purposes of this Article, Liquor Control Inspector, Liquor License Investigator and Liquor Regulatory Specialist will be treated as a single classification.

d. No trial service or regular status employee in a particular office or duty station shall be laid off while a temporary employee in the same class is employed at the same particular office or duty station.

Section 22.3

The Agency will not pay moving expenses for any moves as a result of an employee exercising any rights under 22.2 c. (2).

Section 22.4

If an employee is underfilling a position, the employee will be considered in the position classification for purposes of this Article.

Section 22.5

Any employee displaced by another employee exercising options under .2 c.(1) and (2) may also exercise any option available under .2 c.

Section 22.6

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

a. One (1) point per month for each month of service with-in the bargaining unit. All part-time service shall be credited on a prorated basis. Except for military leave without pay, periods of authorized leave without pay that exceed ninety (90) days will be deducted from the computation of continuous service. Military leave without pay will be credited towards continuous service with the agency. When a layoff is announced, seniority shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

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

(1) Length of continuous service in the job classification in the Agency;

(2) Length of continuous service with the Agency.

Section 22.7

Primary Recall Rights

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.

An employee currently on a layoff list prior to the effective date of this Agreement, shall be placed on the layoff list from which he/she was laid off. The life of a layoff list shall be twenty-four (24) months.

Employees who are on an Agency layoff list shall be recalled in seniority order beginning with the employee with the highest seniority.

If an employee is certified from a layoff list and is offered a position from which he/she demoted or was laid off, he/she shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the layoff list.

Section 22.8

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. An employee who is affected by a temporary interruption of employment may use accrued vacation, compensatory time off or personal leave. For FLSA-exempt employees, this Section applies only when the interruption is for one (1) or more full workweek(s).

Section 22.9

Secondary Recall Rights.

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

b. Definitions:

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

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

(3) Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and

Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.

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

d. Procedures:

(1) Placement on the Secondary Recall List.

(a) Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME-represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the Secondary Recall List for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.

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

(2) Use of the Secondary Recall List.

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

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

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

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

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

(a) A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have

his/her name removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.

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

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

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

ARTICLE 23 - PAYDAY AND PAY ADVANCES

Section 23.1

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. The Agency shall endeavor to pay any earned adjustment(s), other than regular pay, on the supplemental payday designated by Oregon State Payroll System. 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 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 23.2

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 may submit requests up to the final monthly payroll cut off date. If any employee requests more than one (1) pay advance in any twelve (12)-month period, management has the right to deny it.

ARTICLE 24 - HEALTH AND SAFETY

Section 24.1

The Employer agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.011 to 654.991).

Section 24.2

Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Workers' Compensation Department. Such equipment, where provided, must be used.

Section 24.3

If an employee claims that assigned equipment is unsafe or might endanger his/her health, and for that reason refuses to use the equipment, the employee shall immediately give his/her reasons for this conclusion to his/her supervisor, in writing, who shall make an immediate determination in consultation with the Agency Safety Officer or his/her designee or a representative of the appropriate governmental agency as to the safety of the equipment in question. A Union representative or Job Steward may accompany the above representative and employee during this determination.

If an employee claims that a job assignment is unsafe or might endanger his/her health and for that reason refuses to carry out that assignment, the employee shall immediately give his/her reasons for this conclusion to his/her supervisor who shall make an immediate determination.

If the supervisor is not available, the request shall be immediately directed to the next level of supervision for determination.

Section 24.4

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

Section 24.5

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

Section 24.6

If in conduct of official duties, an employee is exposed to serious communicable disease which would require immunization or testing, or if required by the Agency, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee where immunization or testing will help prevent such disease from occurring. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted sick leave with pay for the time off from work required for the immunization or testing.

Section 24.7

The Agency shall continue the existing Safety/Accident Review Board Committee. In the area of safety, the committee's function will be to review possible safety violations. The composition of the committee shall be three (3) employees selected by the Union and three (3) Agency representatives selected by the Agency. Employees shall be given on-duty time if the meeting is held during the employee's regular shift.

Section 24.8

The Agency shall continue to provide existing space to permit ill or injured employees to lie down until disposition of need.

Section 24.9

The Agency shall provide and maintain first aid kits for use in emergencies. Said first aid kits shall be in all buildings and vehicles and shall be available for emergency use.

ARTICLE 25 – EDUCATION, TRAINING AND CAREER DEVELOPMENT

Section 25.1

Career Development increases opportunities for employees to gain experience they need in order to reach their career goals. Any employee may apply for a career development opportunity if he/she is able to meet the qualifications of the program. Upon successful completion, he/she may compete for any open position in that classification. During the first half of the assignment, the employee shall receive no extra pay. During the last half of the assignment, the employee shall receive appropriate work-out-of-class pay. Employees may obtain a copy of the current agency career development policy at PP 845-153-019.

Section 25.2

Supervisors, in discussion with their interested employees, shall develop and update annually a written career development plan for each employee that provides for the continuous improvement of the employee's job related knowledge and skills. The career development plan will include an enumeration of career development experiences and assignments performed by the employee during the prior year.

Section 25.3

Training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Agency, he/she shall be notified in writing. Training opportunities shall be offered on an equitable basis, with consideration given to differences in classifications, specialized work assignments, and work location.

Section 25.4

The Agency may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Attendance at such training shall be mandatory without loss of pay to the employees. The Agency shall determine the method of travel and shall reimburse or pay for those travel expenses. The Agency shall reimburse the employee for mileage as provided in Article 45 (Travel and Mileage Reimbursement/Allowance), when the Agency has required the employee to use his/her own car.

Section 25.5

When the Agency requires, for purposes of meeting Agency needs, employees to attend on a part-time basis, designated courses or seminars either during or after work hours, the Agency shall reimburse the employee for course registration, books and required instructional materials. Upon the Agency's request, all books and instructional materials shall become property of the Agency. The Agency shall reimburse the employee for mileage as provided in Article 45 (Travel and Mileage Reimbursement/Allowance), when the Agency has required the employee to use his/her own car.

Section 25.6

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

Section 25.7

The Agency agrees to offer C.P.R. training at least once yearly to those employees who want this training.

Section 25.8

Developmental Assignment in a Higher Classification: When the Agency has a developmental opportunity, management will post the assignment notice in appropriate places for ten (10) days; all qualified applicants will be interviewed; and an applicant, who is not selected, may request in writing, and management will give in writing, the reasons the applicant was not selected.

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.

ARTICLE 26 - WORKWEEK, WORKDAY AND WORK SCHEDULE

Section 26.1

- a. Except for employees working work schedules F and M, the workweek is defined as seven (7) consecutive calendar days beginning at 6:01 a.m. on Sunday and ending on the following Sunday at 6:00 a.m. A work day is the twenty-four (24) hour period beginning at 6:01 a.m. each day and ending the following day at 6:00 a.m.
- b. The workweek for employees working work schedule "F" shall begin at 12:01 p.m. Friday and end at 12:00 Noon the following Friday. This workweek shall remain fixed, so long as an employee continues to work a work schedule "F".
- c. The workweek for employees working work schedule "M" shall begin at 12:01 p.m. Monday and end at 12:00 Noon the following Monday. This work schedule shall remain fixed, so long as an employee continues to work a work schedule "M".

Section 26.2

- a. Except for Regulatory Field Operations Division employees, excluding clerical employees, a regular work schedule is five (5) consecutive eight (8)-hour days and an irregular work schedule is either four (4) consecutive ten (10)-hour days or a five (5) consecutive day combination of four (4) nine (9)-hour days and one (1) four (4)-hour day . For Regulatory Field Operations Division employees a regular work schedule is five (5) eight (8)-hour days and an irregular work schedule is either four (4) ten (10)-hour days or a five (5) day combination of four (4) nine (9)-hour days and one (1) four (4)-hour day.

Distribution Center Only: When a holiday occurs, the Agency may shift the affected employees' irregular work schedule so the affected employees do not work on holidays.

- b. For employees working work schedule "F" the work schedule is: Week one-Monday through Thursday, nine (9) hours, and Friday, eight (8) hours; Week two-Monday-through Thursday, nine (9) hours, and Friday, off; Workweeks will alternate week to week, between week one and week two.

(1) **WORK SCHEDULE F**

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
X	9	9	9	9	4 4	X
X	9	9	9	9	Off	X
X	9	9	9	9	4 4	X
X	9	9	9	9	Off	X

- c. For employees working schedule “M” the work schedule is: Week one- Monday, eight (8) hours, Tuesday through Friday, nine (9) hours; Week two-Monday, off, Tuesday through Friday, nine (9) hours; Workweeks will alternate week to week, between week one and week two.

(1) WORK SCHEDULE M

Sun	Mon	Tues	Wed	Thurs	Fri	Sat
X	4	9	9	9	9	X
	4					
X	off	9	9	9	9	X
X	4	9	9	9	9	X
	4					
X	off	9	9	9	9	X

Section 26.3

a. Employees on a Regular Work Schedule

A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be scheduled by the Agency in accordance with its bona fide operating requirements.

b. Employees on an Irregular Work Schedule

A rest period of fifteen (15) minutes shall be allowed as close as practicable to the end of the first and third quarters of the ten (10)-hour workday. Such rest periods shall be scheduled by the Agency in accordance with its bona fide operating requirements.

c. Employees on work schedule “F” or “M”

Two (2) rest periods of fifteen (15) minutes shall be allowed on each workday. Rest breaks will be taken so far as practicable in the middle of each working period and considered as time worked for pay purposes.

Section 26.4

a. All employees working an eight (8), nine (9) or ten (10) hour workday shall be granted a non-duty meal period of not less than thirty (30) minutes and, except for preapproved Wellness Flex Lunch periods, not more than one (1) hour. Such meal period shall be scheduled as close as possible to the middle of the workday.

b. In order to promote and accommodate participation in wellness-related activities the Agency will allow employees, with their immediate supervisor’s pre-approval, to take a Wellness Flex Lunch period, subject to the following terms and conditions:

(1) The Wellness Flex Lunch period is a longer than normal lunch period, of up to a maximum of ninety (90) minutes. It is intended to be used for legitimate wellness activities only, such as walking, weight loss program meetings, running, Tai Chi, or working out at a health club.

(2) Employees must make up the extra time by starting earlier and/or working later the same day the Wellness Flex Lunch is taken.

(3) Requests for Wellness Flex Lunch periods must be made in writing using the Agency form and must be pre-approved by the employee’s immediate supervisor. Because the needs of the work unit may limit or preclude participation, the employee’s supervisor may suspend, modify, or revoke approval at any time. Requests may also be approved on a trial basis to assess the feasibility of the proposed Wellness Flex Lunch schedule.

(4) The Wellness Flex Lunch period is the employee's own time. Neither the Employer nor the Agency will incur any liability related to Wellness Lunch period activities.

Section 26.5

Employees assigned by their supervisor to take a meal period at their desk or office will have their meal periods considered on-duty time.

Section 26.6

Employees currently having their schedule posted shall have their schedule posted at least ten (10) calendar days before its effective date.

Section 26.7

a. An employee desiring a change in work schedule may request such change to his/her supervisor. The supervisor shall approve or disapprove the request based on the bona fide operating requirements of the Agency. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to reporting pay and overtime compensation except for overtime compensation resulting from working over forty (40) hours in a workweek.

b. An employee on a four (4) ten (10)-hour days irregular work schedule may request a schedule of four (4) ten (10)-hour workdays that are not consecutive. The supervisor will approve or deny the request based on the Agency's bona fide operating requirements. If the supervisor approves the schedule, the employee waives all rights to any applicable premium pay.

Section 26.8

Established work shifts for Regulatory Field Operations Division will not be changed with less than ten (10) calendar days advance notice except when operating requirements of the Agency require it.

Section 26.9

Except for schedule changes requested by the employee, if any work schedule requires that an employee work more than five (5) consecutive days totaling forty (40) hours work, the employee will be paid at the overtime rate for any hours worked in each subsequent and consecutive calendar day when scheduled to work. Paid-leave days, leave-without-pay days, regular days off and on-call time are not considered hours worked for purposes of this Section. A paid-leave day, a leave-without-pay day or a regular day off breaks the consecutive calendar workday sequence.

Section 26.10

If an employee is assigned less than ten (10) hours off between scheduled work shifts excluding overtime, the employee will receive penalty pay at time and one-half (1-1/2) for all hours worked within that required ten (10)-hour break.

Section 26.11

Travel Time. When the employee is required by the agency to travel, the actual travel time shall be considered time worked. Where required travel is outside an employee's regular work hours (excluding normal commuting time), the employer may temporarily modify the employee's weekly schedule without daily overtime or schedule change penalty. Where such schedule modification still results in the need for additional work hours, the employee shall be paid the appropriate rate of pay for all time worked over forty (40) hours in that workweek.

ARTICLE 27 - REPORTING TIME

Section 27.1

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

Section 27.2

An employee's reporting time may be changed without penalty if the employee is notified a minimum of forty-eight (48) hours before the new reporting time. If the employee's reporting time is changed without the required notice, the employee shall be entitled to penalty payment at time and one-half (1-1/2) for the first two (2) hours worked.

Section 27.3

An employee who is scheduled for work and reports for work but whose work is not required or available shall be excused from duty and paid at the regular rate of pay for a minimum of four (4) hours. However, if the employee's scheduled shift is less than four (4) hours, the employee shall be paid for the hours scheduled.

Section 27.4

When a change in reporting time is requested by an employee and approved by the Agency, all forms of overtime compensation and reporting time pay associated with the changed schedule shall be waived, except for overtime compensation resulting from working over forty (40) hours in a workweek.

Section 27.5

If an employee reports to work and begins work but the Agency sends the employee home, the employee shall be paid for the remaining scheduled hours.

Section 27.6

Temporary Modification of Work Schedule. An employee may occasionally request to flex his or her work schedule within a workweek to meet an unforeseen special need or hardship. The supervisor will approve or deny the request based on the Agency 's bona fide operating requirements, including the maintenance of a forty (40)-hour workweek. When the Agency approves such a temporary work schedule modification, all forms of overtime compensation, premium and reporting time pay associated with the changed schedule shall be waived, except for overtime compensation resulting from working over forty (40) hours in a workweek.

Section 27.7

Nothing in this Article shall apply to scheduled or unscheduled overtime.

ARTICLE 28 - SCHEDULING COMPENSATORY TIME OFF

Section 28.1

Subject to the bona fide operating requirements of the Agency, an employee shall have his/her choice of scheduling compensatory time off. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement between the employees concerned, the employee having the greatest seniority with the Agency shall be granted the time off.

Section 28.2

Employees shall be allowed the option of taking compensatory time off consecutively with vacation leave. However, compensatory time off taken in this manner shall be subject to the provisions of Article 31 (Vacation Leave) rather than the provisions of this Article.

Section 28.3

Employees shall request in writing from their immediate supervisor compensatory time off by the 15th of the preceding month in which the employee wants time off. The notification period may be waived by the immediate supervisor.

Section 28.4

An employee shall be eligible to accrue up to one hundred twenty (120) hours of compensatory time off. Any hours in excess of that number of hours shall be paid to the employee by the Agency.

Section 28.5

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

Section 28.6

Scheduling compensatory time off for the Distribution Center employees (LDW 1, LDW 2, and LDEO).

a. During January of each year, Distribution Center management will post a notice advising employees to turn in their time off request forms, by the last work day in February, for any requested compensatory time off that begins on any date from May 1st through April 30th of the following year.

b. Using the leave slips received, Distribution Center management will schedule compensatory time off in agency seniority order based on the Distribution Center operational needs. Management will approve/deny time off requests and return the requests no later than the fifth work day in March.

c. For compensatory time off requests received after the last work day in February, the employee who first requests the time off is entitled to the time off. Distribution Center management will respond to these requests within three (3) work days.

d. Compensatory time off requests for Thanksgiving week and Christmas/New Year's (the Friday before the week of Christmas, the week of Christmas, the week of New Year's Day and the Monday after) will be handled differently. An employee may request time off for these Thanksgiving/Christmas/New Year's periods at any time. Distribution Center management will accumulate these requests through the second Friday in October. On the following Monday, Distribution Center management will approve/deny these requests, in agency seniority order, based on operational needs. For compensatory time off requests received after the second Friday in October, the employee who first requests the time off is entitled to the time off.

ARTICLE 29 - INCLEMENT CONDITIONS

Section 29.1

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 am; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work.

Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two weeks advance notice to the affected employee(s).

b. Where the Employer/Agency has announced a delayed opening pursuant to Section 29.1a, 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 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 29.2

When the Employer/Agency notifies employees not to report to work pursuant to Section 29.1a, 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 29.3

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 29.4

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 29.5

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 29.6

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 29.7

Make-up Time Provisions. Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Sections 29.2 and 29.5 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 29.8

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 30 - HOLIDAYS

Section 30.1

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.
- k. Every day appointed by the President of the United States only when the Governor also appoints that day as a holiday.

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

Section 30.2

When a holiday occurs on what would normally be the first or last workday of the pay period, employees who are hired on the first workday or who separate on the last workday shall receive pay for the holiday. 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 30.3

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 30.4

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 28 (Scheduling Compensatory Time Off) shall apply.

Section 30.5

Special Day ("Governor's Leave"). 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. Paid leave granted in this Section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year's Day. Employees who become employed after Thanksgiving but before Christmas may request

the 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 of the aforementioned days, another day may be mutually agreed upon, provided that such time is taken off by January 31 of the following year.

Section 30.6

- a. Employees shall normally be notified of holiday work schedules at least ten (10) work days in advance except in situations over which the Agency has no control.
- b. Except for Regulatory field offices which are staffed by one (1) Liquor Regulatory Specialist, employees shall be given the opportunity to request to work or not to work on a holiday. Such requests shall be granted on the basis of seniority in keeping with the operating needs of the Agency.
- c. Regulatory field offices which are staffed by one (1) Liquor Regulatory Specialist shall be required to work the holiday if the Agency determines work is necessary.
- d. Except for sub (c) above, should no employee request to work on a holiday, the Agency shall assign the work to the employee with the least seniority with the Agency in the field office from those regularly scheduled to work who are qualified to perform the particular tasks.

Section 30.7

- a. When an employee has been approved to work a four (4) day, ten (10)-hour work schedule or other irregular schedule, and a holiday falls within that week, the work schedule may be changed to meet the operating requirements of the Agency. Employees who were scheduled to work that day but receive a holiday instead will receive eight (8) hours holiday pay. They will also have two (2) hours deducted from their accumulated compensatory or vacation accrual balance or may flex up to two (2) hours within the same workweek, with supervisor approval. The agency will deduct two (2) hours leave without pay if the employee has no compensatory or vacation accrual balance or has not flexed his or her schedule. With supervisor approval, employees may request to change their schedule to a five (5) day, eight (8) hour work schedule on week that a holiday occurs or may flex to make up the hours.
- b. An employee on a work schedule "F" or "M" and his or her supervisor will mutually agree to adjust his or her work schedule within the defined workweek period during a workweek when a compensable holiday occurs. The reason for the adjustment is to ensure a record of not to exceed forty (40) hours of paid time that includes the appropriate number of holiday hours. If needed, the employee may use accrued leave or compensatory time, or the employee may request adjustment of his or her work schedule to account for a full forty (40) hours in the workweek. Such adjustment shall be considered additional straight time worked rather than daily overtime hours. When the compensable holiday, or portion thereof, falls on the employee's scheduled day off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period.

Section 30.8

Full time employees who have recognized holidays falling on their scheduled days off will have their choice of eight (8) hours of holiday pay or eight (8) hours of compensatory time off for these holidays. Effective 7/1/2012, holiday pay received under this section will not count as time worked for purposes of calculating overtime. Part-time employees shall receive their choice of holiday pay or compensatory time off on a prorated basis based on the same percentage of the month as their normal work schedule.

Section 30.9

For Distribution Center Only: The Agency will approve employee requests for time off in conjunction with a holiday by seniority within classification, subject to the Agency's operating requirements. The Agency may require advance notice with a cutoff date.

ARTICLE 31 - VACATION LEAVE

Section 31.1

After having served in the Agency service for six (6) full calendar months, full-time classified employees shall be credited with the appropriate earned 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 is compensated for 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 31.2

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 is compensated for thirty-two (32) hours or more. Such leave shall be accrued on a pro rata basis as follows:

First (1 st) month through sixtieth (60 th)	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month)
Sixty-first (61 st) month through one-hundred twentieth (120 th) month	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month)
One-hundred-twenty-first (121 st) month through one-hundred-eightieth (180 th) month	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)
One-hundred-eighty-first (181 st) month through two-hundred-fortieth (240 th) month	Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month)
After two-hundred-fortieth (240 th) 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) work days 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 31.3

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

After a total of six (6) months (a minimum of one-thousand-forty (1040) hours) through fifth (5 th) annual season	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month)
After fifth (5 th) annual season through tenth (10 th) annual season	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month)
After tenth (10 th) annual season through fifteenth (15 th) annual season	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)
After fifteenth (15 th) annual season through twentieth (20 th) annual season	Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month)

After twentieth (20 th) annual season through twenty-fifth (25 th) annual season	Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month)
--	--

After twenty-fifth (25 th) annual season	Twenty-seven (27) work days for each twelve (12) full calendar months of service (eighteen (18) hours per month)
--	--

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

Section 31.4

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 31.5

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 31.6

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 31.7

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 a manager would limit the number of employees who may have vacation during the same period, the Agency will use the following procedure to determine which request is granted vacation:

(1) When the requested vacation period is thirty (30) days or less in the future, the employee who first requested vacation is entitled to the vacation period.

(2) When the requested vacation period is more than thirty (30) days in the future, the employee's manager will post the vacation request. The more senior employee is entitled to the vacation period if the employee notifies his/her manager in writing within fourteen (14) days of the posting.

The procedure described above may not apply if the employees mutually agree to a different resolution.

b. An employee who seeks to change his/her 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 vacation schedule. The scheduling of vacation leave shall take precedence over the scheduling of compensatory time off.

c. Vacation requests shall be responded to within three (3) work days unless the procedure in 31.7a(2) is followed.

d. Scheduling vacation leave for Distribution Center employees (LDW 1, LDW 2, and LDEO).

(1) During January of each year, Distribution Center management will post a notice advising employees to turn in their leave request forms, by the last work day in February, for any requested vacation leave that begins on any date from May 1st through April 30th of the following year.

(2) Using the leave slips received, Distribution Center management will schedule vacation leave in agency seniority order based on the Distribution Center operational needs. Management will approve/deny vacation leave requests and return the requests no later than the fifth work day in March.

(3) For vacation leave requests received after the last work day in February, the employee who first requests the leave is entitled to it. Distribution Center management will respond to these requests within three (3) work days.

Section 31.8

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

Section 31.9

a. Cancellation of Scheduled Vacation. Vacations that have been scheduled may not be canceled 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 shall not be canceled. 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.

b. Payment for Work During a Scheduled Vacation. If the Agency requests that an employee return to work during a scheduled vacation, the employee will be compensated a minimum of three (3) hours at the time and one-half (1-1/2) rate or the actual hours worked at time and one-half (1-1/2), whichever is greater. The Agency will make this payment only for work done during the employee's scheduled vacation.

Section 31.10

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

Section 31.11

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

ARTICLE 32 - SICK LEAVE

Section 32.1

Accrual Rate of Sick Leave With Pay Credits. Employees shall accrue eight (8) hours of sick leave with pay credits for each full month of compensable time. Employees who have

Compensable time of less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a pro rata basis.

Section 32.2

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

Section 32.3

Determination of Service for Sick Leave With Pay. All compensable time shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee has at least thirty-two (32) hours or more of compensable time in that month.

Section 32.4

Utilization of Sick Leave With Pay. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster children, brother, sister, grandchildren, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care.

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

Section 32.5

Sick Leave With Pay on Termination. Compensation for accrued sick leave shall not be paid to an employee on termination for any reason.

Section 32.6

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

Section 32.7

Sick Leave Without Pay. After earned sick leave has been exhausted and the employee has the opportunity in writing to exercise the option of using accumulative time as outlined in Article 43.3, 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. No compensatory time, vacation time or other accumulated time shall be deducted from the employee's time unless directed by the employee in writing. If such direction is not given by the employee, leave without pay shall be granted.

After earned sick leave has been exhausted, the Agency may grant sick leave without pay for up to ninety (90) calendar days, for any catastrophic non-job-incurred injury or illness with a prolonged recovery period. The Agency may grant additional sick leave without pay. Employees must use all accrued leave in conjunction with OFLA and FMLA leave except for a total of eighty (80) hours of accrued vacation and/or compensatory time off.

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

Section 32.8

- a. Donated Leave. As used in this Article:
- (1) "Accumulated Leave" includes but is not limited to sick, vacation, and compensatory leave.
 - (2) "Costs" include employee wages, insurance premiums, and employee and employer payroll taxes.
 - (3) "Prolonged Illness or Injury" means inability to work because of an illness or injury that the treating physician certifies in writing will continue for at least thirty (30) consecutive calendar days.
- b. An employee may make donations of accrued vacation leave and/or compensatory time, in four (4) hour increments, to a regular status employee who has exhausted all accumulated leave and who is not enrolled in or eligible to receive short term or long term disability benefits, while recuperating or recovering from a prolonged illness or injury pursuant to the following terms and conditions:
- (1) Utilization of such donations shall not exceed the hours necessary to cover the qualifying absence;
 - (2) Donations shall be credited at the donor's current regular hourly rate of pay. Donations shall be used to reimburse the State for all hardship leave costs for the donee;
 - (3) The donor and recipient will hold the Employer harmless for any tax liabilities;
 - (4) Donated leave will not be applied to previous pay periods;
 - (5) Applicants for hardship leave shall apply in writing to the Union with a copy to the Agency. A treating physician's written statement certifying that the prolonged illness or injury involved will continue for at least thirty (30) consecutive calendar days must be submitted to the Agency.
- c. Donated leave may be used on an intermittent basis for the same event after the employee has satisfied the eligibility requirements to receive donated leave, including exhaustion of all accumulated leave. Approval shall be subject to availability of donations from employees to cover all hardship leave costs. The Union shall initiate and collect donations on a form(s) the Agency provides. The Union will give the completed forms to the Agency in the same month the hardship leave begins.
- d. Use of donated leave is subject to and must be consistent with the provisions of Section 32.4 of this Article.

e. Employee's on Workers' Compensation or parental leave shall not be eligible for hardship leave.

f. 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.

g. In no event shall the use of donated leave extend beyond the length of leave available to employees under this Article.

h. The terms of this Article shall be strictly enforced.

Section 32.9

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 33 - OTHER LEAVES

Section 33.1

Personal Leave. After six (6) full calendar months of Agency service, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. When it is anticipated that a part-time or seasonal employee will complete at least 1,040 hours during the forthcoming fiscal year, he/she shall be granted such leave with the twenty-four (24) hours prorated according to the forecasted number of hours to be worked during the forthcoming fiscal year. Employees shall not accumulate more than twenty-four (24) hours personal leave nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Agency and the employee.

Section 33.2

Pre-Retirement Counseling Leave. Each employee shall be granted up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement counseling programs if the employee is within five (5) years of the employee's chosen retirement date. Employees shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use.

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

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

Section 33.3

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 33.4

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 33.5

Military Training Leave With 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) workdays 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.

For purposes of this Section, "training year" means the federal fiscal year for any particular unit of the National Guard or reserve component.

Section 33.6

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. However, reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks. He/she shall, upon 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 33.7

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, reduction in salary will not be made for an FLSA-exempt employee to testify in court or at a deposition except for full workweek increments where such testimony causes an absence of one (1) or more full workweeks.

Section 33.8

Leave of Absence Without Pay. In the 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. Time spent on leave without pay which exceeds fifteen (15) consecutive days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been

spent on military leave consistent with Veteran Reemployment Rights Law Title 38, USC, Chapter 43.

Section 33.9

Parental Leave. The Agency will grant a leave of absence up to twelve (12) weeks to an eligible parent in the event of a birth or adoption. Subject to Agency operating requirements and management discretion, parental leave may be granted on an intermittent basis. An employee may request and the Agency may grant additional leave without pay. During parental leave, the employee may use vacation, compensatory time off or, consistent with state and federal regulations, sick leave, in any combination for the parental leave period. If permitted by an applicable short term disability policy, an employee with a short term disability claim for a parental leave related event may retain up to forty (40) hours of sick leave and be eligible to request leave without pay for the remainder of the parental leave period.

Section 33.10

Test and Interview Leave. With written notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests or participate in interviews related to promotional opportunities within the Agency; up to three (3) hours with pay shall be allowed for an interview for a position with another State agency.

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

Section 33.11

Bereavement Leave. Notwithstanding the Donated Leave or Sick Leave eligibility criteria of this collective bargaining agreement, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. The Agency may request documentation. If additional earned leave is needed, an employee may request to use earned sick leave credits, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. Employees may, with prior authorization, use accrued vacation leave or compensatory time. Regular and Trial Service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must have exhausted all available accumulated leave and qualify to receive hardship leave. For purposes of this Article, "immediate family" shall include the employee's or the employee spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household. Up to eight (8) hours of paid bereavement may be taken for aunt, uncle, niece or nephew.

Requirements outlined in Article 32.8 related to "prolonged injury or illness" and "physician's note" do not apply for qualifying for donated leave under this section.

ARTICLE 34 - POSITION DESCRIPTIONS

Section 34.1

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. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of Article 20, Classification and Classification Changes.

The position description shall be subject to at least an annual review with the employee and any changes shall be developed by the employee and his/her supervisor. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.

ARTICLE 35 - SALARY ADMINISTRATION

Section 35.1

Merit Salary Increase. Employees shall be eligible for a merit salary increase on their merit increase date 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.

The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld. An employee may use the grievance procedure outlined in Article 13 if an annual merit increase is withheld.

Section 35.2

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 35.3

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

Section 35.4

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 35.5

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 35.6

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 35.7

Rate of Pay on Return to Agency Service by Reemployment. When a former employee returns to the Agency within two (2) years, by reemployment, to a position in the same classification

or successor classification in which he or she was previously employed, the employee shall be paid at the same salary range or successor salary range and step at which the employee was being paid at the time of separation.

ARTICLE 36 - OVERTIME

Section 36.1

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

Section 36.2

Employees shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for overtime worked under the following conditions, but in no event shall such compensation be received twice for the same hours:

- a. Employees on a regular work schedule shall receive overtime for all authorized work in excess of eight (8) hours on any scheduled eight (8)-hour workday or in excess of forty (40) hours in any one (1) workweek.
- b. Full-time employees on an approved irregular work schedule of four (4) ten (10)-hour days shall receive overtime for all authorized work in excess of ten (10) hours each day or in excess of the forty (40) hours in any one (1) workweek.
- c. Full-time employees on an approved irregular work schedule of a five (5)-day combination of four (4) nine (9)-hour days and one (1) four (4)-hour day will receive overtime for all authorized work in excess of nine (9) hours each day or in excess of the forty (40) hours in any one (1) workweek.
- d. Full-time employees on an approved flexible work schedule shall receive overtime for all authorized work in excess of the agreed upon hours for each scheduled workday or in excess of forty (40) hours in any one (1) workweek.
- e. Full-time employees on a work schedule "F" or "M" shall receive overtime for all authorized work in excess of nine (9) hours for each scheduled nine (9)-hour workday; for all authorized work in excess of eight (8) hours for each scheduled eight (8) hours for each scheduled eight (8) hour workday; and all authorized work in excess of forty (40) hours in any one (1) workweek.
- e. Part-time employees, working a regular schedule, scheduled for less than eight (8) hours in a day or forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per week. Part-time employees, working an approved irregular schedule, scheduled for less than ten (10) or nine (9) hours in a day, depending on the irregular work schedule, or forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed ten (10) or nine (9) hours per day respectively or forty (40) hours per week.

Section 36.3

For the purpose of this Article, all time for which an employee is compensated at the regular straight time rate of pay except for on-call time but including holiday time off, compensatory time off, and other paid leave shall be counted as time worked.

Section 36.4

Eligibility for Overtime Compensation

Employees in overtime eligible positions will receive time and one-half (1-1/2) their regular hourly rate unless a determination has been made that the position is executive, professional or administrative as defined in the Fair Labor Standards Act.

Employees in positions which have been determined to be executive, professional or administrative shall receive time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked. This time off shall be utilized within one (1) year of being earned or shall be lost.

Section 36.5

a. For all employees except Distribution Center: Overtime assigned shall be distributed among qualified employees customarily performing the kind of work required. The assignment of overtime shall first be offered on a voluntary basis by classification to qualified employees in Agency seniority order by either field office or central office, whichever is appropriate. Where there are no volunteers to meet staffing needs, the Agency shall select and assign qualified employees to work the overtime beginning with the least senior qualified employee and rotating thereafter.

b. For Distribution Center Employees: The Agency will first offer overtime on a voluntary basis, within the work shift during the workweek, in Agency seniority order, to qualified employees within the actual classification needed. When there are insufficient volunteers to meet staffing needs, the Agency will offer the overtime to qualified employees, in Agency seniority order, within all classifications. On weekends, the Agency will first offer overtime on a voluntary basis, in Agency seniority order, to qualified employees within the actual classification needed.

If there are insufficient volunteers to meet staffing requirements after using the process above, the Agency will first assign qualified employees to work overtime beginning with the least senior employee within the classification. If staffing needs further require, the Agency will assign overtime to qualified employees, beginning with the least senior employee in the classification needed to do the work.

For purposes of overtime assignment, anyone in a work out of class status shall be considered for overtime based on their actual classification.

c. All employees volunteering or mandated to work overtime with less than ten (10) hours notice shall be allowed to make a brief phone call home on an Agency phone.

Section 36.6

The Agency shall give reasonable notice of any overtime to be worked.

Section 36.7

Employees shall have the option of cash or compensatory time off for overtime worked. The limit of accrual of compensatory time off shall be subject to Article 28 (Scheduling of Compensatory Time Off). Overtime worked before the payroll cutoff date will be paid on the next regular payday. Overtime worked after the payroll cutoff date will be paid on the following payday after the next regular payday.

Section 36.8

No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one half (1-1/2) or to effect a "pyramiding" of overtime and all forms of premium pay.

Section 36.9

Effective the date the contract is signed, each time an employee, without reasonable prior notification, is assigned to and works two (2) or more hours of overtime immediately at the end of

his/her regular shift and completes the scheduled overtime shift, he/she shall be paid a meal allowance of nine dollars (\$9.00). Reasonable prior notification means that the Agency has formally notified the employee at least twenty-four (24) hours before the start of the overtime that the employee will be assigned to that overtime. Required prior notification means forty-eight (48) hours during September, October, November, and December for Liquor Distributor Workers 1 and 2 and Liquor Distributor Equipment Operators. This provision shall not apply to employees on travel status.

ARTICLE 37 - SHIFT DIFFERENTIAL

Section 37.1

The Agency will pay a shift differential to an employee who occupies a position allocated at salary range 26 or below as follows:

- a. For shifts that start at or after 2:00 pm, or shifts that end on or after midnight, seventy-five cents (.75) per hour for each hour or major portion thereof (thirty (30) minutes or more) worked between 4 pm and 6 am;
- b. Seventy-five cents (.75) per hour for each hour or major portion thereof (thirty (30) minutes or more) worked on a Saturday and/or Sunday;
- c. Fifty cents (.50) per hour for each hour or major portion thereof worked after 6:00 pm when the employee's regularly scheduled shift starts at or after 11:00 am but before 2:00 pm.

Section 37.2

This Article shall not apply when an employee is on any paid leave condition.

Section 37.3

This Article shall not apply when an employee is on on-call duty.

Section 37.4

Shift Differential rate of pay shall not be pyramided when the employee is working at or after 2 pm on Saturday or Sunday, authorized overtime and/or holiday work.

ARTICLE 38 - LANGUAGE 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 39 - ON CALL

Section 39.1

An employee shall be on on-call duty when his/her supervisor:

- a. Authorizes and requires the employee to be available for work outside his/her normal work hours. However, the employee is not subject to restrictions which would prevent the employee from using his/her own time while on on-call duty for the employee's own purposes as provided by the Fair Labor Standards Act and Department of Labor regulations on this subject.
- b. Requires the employee to give a telephone number where the Agency can reach him/her during a specified time or to wear an electronic pager, and

- c. Requires that the employee be prepared to report immediately for full-time work if the need arises.

Section 39.2

On-call time shall not be counted as time worked in the computation of overtime compensation.

Section 39.3

An employee shall not be on on-call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

Section 39.4

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

ARTICLE 40 - CALL BACK COMPENSATION

Section 40.1

Call back is an occasion where an employee has been released from duty and is called back prior to his/her normal starting time. It is distinguished from overtime work which is essentially a continuation of the scheduled work shift.

Section 40.2

An employee who is called back to work outside his/her scheduled work shift shall be compensated a minimum of three (3) hours at the time and one-half (1-1/2) rate or the actual hours worked at time and one-half (1-1/2) whichever is greater.

Section 40.3

a. An employee who responds to a telephone call from a manager while off duty, outside his/her scheduled work shift, will be compensated at the appropriate rate of pay for actual time spent on the call and/or performing assigned duties at his/her home pursuant to the call. Regardless of actual time spent by the employee, he/she will receive compensation for a minimum of fifteen (15) minutes.

b. The employee will not receive additional compensation if the employee receives multiple telephone calls during the same fifteen (15) minute period.

c. This section does not apply to overtime work which is essentially a continuation of the scheduled work shift.

d. This section does not apply to employees who are on on-call duty.

ARTICLE 41 - EMERGENCY MESSAGE PROCEDURE

Emergency messages received by the Agency shall be delivered as soon as possible to the employee. The employee shall be immediately granted access to a telephone to inquire into the status of the emergency.

ARTICLE 42 - HEALTH AND WELFARE

Section 42.1

An employer contribution will be made for each eligible employees 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.

Section 42.2

Effective January 1, 2011 through December 31, 2011, 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.

For plan year January 1, 2012 through December 31, 2013, the Employer will pay ninety five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB.

Section 42.3

Beginning December 1, 2011 through June 30, 2013 the employer will pay an additional thirty dollars (\$30) monthly subsidy for employee's monthly premium rate for employees with salary rates below \$2,696 a month.

ARTICLE 43 - WORKERS COMPENSATION

Section 43.1

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. An employee who has an accepted workers compensation claim shall return to work without loss of seniority which has accrued during the absence.

Section 43.2

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 43.3

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 regular salary 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 44 - UNIFORMS

If an employee is required by the Agency to wear a uniform or protective clothing, the Agency shall provide and maintain it. Where a uniform or protective clothing is provided, the employee must wear it.

ARTICLE 45 - TRAVEL AND MILEAGE ALLOWANCE

Section 45.1

Travel and Mileage Allowance. Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00 PO, and its successors. The current policy may be

accessed at <http://www.oregon.gov/DAS/SCD/SARS/policies/oam/40.10.00.PO.pdf>. Changes in this policy will be automatically incorporated into this contract article.

Section 45.2

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

ARTICLE 46 - LABOR MANAGEMENT COMMITTEE

The Agency has a labor management committee to facilitate communication and problem solving using the interest-based problem solving method to reach consensus. The committee will have three (3) employee members appointed by the Union and three (3) management employees, unless the committee mutually agrees otherwise. The committee will meet when necessary, but at least once each calendar quarter, unless it mutually agrees otherwise.

Committee members will be in pay status during the time spent in committee meetings. Approved time spent in meetings will not be charged to accrued leave or considered overtime worked. All committee members will be trained in the interest based problem-solving method. The Union will pay any costs of the training for bargaining unit employees who will be in pay status during the training.

The committee has no authority to contravene any provision of this Collective Bargaining Agreement, enter into any agreements binding on the parties to this Agreement, or resolve issues or disputes surrounding the implementation of this Agreement. Only the Department of Administrative Services, Labor Relations Unit, AFSCME Council 75 and AFSCME Local 2505 have this authority and only by mutual consent.

The committee actions do not affect the grievance and arbitration procedure described in Article 13 (Grievance Procedure).

ARTICLE 47 - 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 48 - SALARIES

Section 48.1

Salaries. Effective December 1, 2011, Compensation Plan salary rates shall be increased by one and one-half percent (1.5%). to be paid January 1, 2012. Effective December 1, 2012, Compensation Plan salary rates shall be increased by one and forty-five hundredths percent (1.45%) to be paid January 1, 2013..

Section 48.2

Public Employees Retirement System ("PERS") Members.

For purposes of this Section 48.3, "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 48.3

Oregon Public Service Retirement Plan Pension Program Members.

For purposes of this Section 48.4, "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 48.4 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 48.4

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 48.4 or under Section 48.5, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the State ceases paying the applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the

Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414(h)(2).

Section 48.5

Administrative Classification Study. The parties shall enter into interim central table negotiations to establish the terms for implementing the administrative classification study.

ARTICLE 49 - NEW AND REVISED CLASSES

Section 49.1

New/Revised Classes. Effective October 1, 2007, new and revised classifications will be established at the negotiated salary range:

0759

Supply Specialist 2

SR 20

Implementation Procedure for New and Revised Classifications. Effective October 1, 2007, all employees will retain their current salary rate in the new classification except that those employees whose current rates are below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date of October 1, 2008 will be assigned. Employees who are reallocated to a lower salary range classification and whose current salary exceeds that of the new salary range shall be red circled until the new classification catches up with the employee's existing salary.

Section 49.2

Implementation of New Class - Appeals Process. The appeals process is designed to allocate employees into new classes. Employees in positions allocated to new classifications, who dispute their placement within the new class, can appeal their placement using the following process:

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

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

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

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

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

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

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

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

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

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

ARTICLE 50 - STRIKES, LOCKOUTS AND PICKET LINES

The Union agrees that during the life of this Agreement, the Union or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer and the Agency, its goods or on its property. The Agency agrees that during the life of this Agreement there will be no lockout.

ARTICLE 51 - LEGISLATIVE ACTION

Section 51.1

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 51.2

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 51.3

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 52 (Savings).

ARTICLE 52 - SAVINGS

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The Employer and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time, the provision of Article 51 (Legislative Action) shall not apply.

ARTICLE 53 - SUCCESSOR NEGOTIATIONS

Section 53.1

For purposes of renewing, renegotiating, or amending at the expiration of the existing contract, negotiations shall begin at least one-hundred-eighty (180) days prior to the expiration date of the Agreement.

Section 53.2

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

Section 53.3

Five (5) employee members of the Union's negotiating team will be allowed to participate, without loss of pay, in all negotiations between the parties. No more than two (2) employee members may be from the same office or duty station. The Agency shall assume no overtime obligation as a result of the employees' attendance at such meetings. The Agency will allow the use of one (1) State vehicle and thirty (30) hours of paid travel time for Union negotiating team members.

ARTICLE 54 - AGENCY REASSIGNMENT

The Agency shall not reassign an employee to a different official station on an arbitrary basis.

ARTICLE 55 - CLIENT COMPLAINT PROCEDURE

Section 55.1

When the Agency receives a written complaint against an employee of an alleged criminal law violation, the Agency shall refer the matter to a law enforcement or criminal justice agency. The employee will not be informed in advance of the referral. If the law enforcement agency or criminal justice agency refers the matter back to the Agency, the employee shall be notified.

Section 55.2

When the Agency receives a non-criminal complaint against an employee which concerns a violation of rules, policies or procedures, an investigation may be made. The employee shall be informed in writing of a complaint prior to a formal investigation. This written notification shall include the details of the allegation if such detailed notice does not jeopardize the investigation, as determined by the Agency. The Agency shall give written notification to the employee of the results of any investigation.

Section 55.3

Any disciplinary action taken by the Agency shall be consistent with Article 12 (Discipline/ Discharge).

Section 55.4

If the Agency chooses to remove the accused employee from his/her work assignment during the investigation, the employee may be assigned other duties not related to his/her normal work assignment.

Section 55.5

Internal Employee Conflicts-The Agency shall provide training on the application of the "appropriate workplace behavior policy", emphasizing interpersonal communications, as related specifically to the complaint procedure described herein. This training shall be provided to both management and employees.

ARTICLE 56 - JOB SHARING

Section 56.1

Any employee who wishes to participate in job sharing may submit a written request to the Agency Personnel Officer to be considered for a job-share position. The Agency shall notify the employee requesting the job share of the Agency's decision in writing.

Section 56.2

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

Section 56.3

Job-sharing employees shall be entitled to share the full Employer-paid insurance benefits for one (1) full-time position based on a pro rate of regular hours scheduled per week or per month whatever is appropriate. In any event, the Employer contribution for insurance benefits in a job-share position is limited to the amount authorized for one (1) full-time employee.

Section 56.4

For purposes of layoff, individuals filling a job-share position which totals a full-time equivalent shall be considered as one (1) full-time equivalent. Service credits shall be determined by averaging the two (2) individual scores and two (2) individuals shall be treated as one (1). Regular status employees who are filling a job-sharing position and who elect not to be treated as one (1) full-time equivalent shall be considered permanent part-time employees.

Section 56.5

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

ARTICLE 57 - PHYSICAL ABUSE OF EMPLOYEES

Section 57.1

a. When an employee is confronted with physical abuse from a client, the employee shall immediately notify his/her supervisor verbally and within forty-eight (48) hours provide a written report. In the absence of the supervisor, the incident shall be reported to the assistant director of the appropriate division.

b. If appropriate, the supervisor shall take action as soon as possible after determining if, and what assistance is appropriate.

Section 57.2

The employee shall not be disciplined solely for having reported an incident.

ARTICLE 58 - REIMBURSEMENT FOR PERSONAL PROPERTY

Section 58.1

Any employee who suffers an accident in the performance of authorized job duties resulting in loss through damage of personal affects usually and ordinarily on his/her person while on the job may file a written claim to the Division Director which shall include the following:

- a. The employee presents a complete written report of the circumstances of the loss through damage;
- b. The employee certifies that such damage is not because of fault, intent or negligence on the part of the employee;
- c. The employee presents written proof of value;
- d. The employee certifies that replacement or repair of the property is not reimbursable through either public or private insurance coverage.

Section 58.2

The claim shall be investigated by the Division Director or designated representative to substantiate or disprove the facts indicated on the claim.

The Division Director or designated representative shall approve or disapprove payment based on the investigation conducted. The Division Director or designated representative shall notify the employee of the results of the investigations. Where a claim is denied, the reasons for such denial shall be provided to the employee.

The claim shall be limited to the actual cost as substantiated by receipts for replacement or repair of the damage.

Section 58.3

No claim for loss shall be accepted by the Agency for special or unusual equipment, property or clothing which was not previously approved for use by the Agency in writing.

Section 58.4

In cases of theft of personal property of employees for reasons other than specified in Section 1 of this Article, the Agency will notify the local police if the employee requests.

ARTICLE 59 - STATE PROPERTY

Each employee shall make every reasonable effort to report any breakage, damage or theft of State property to his/her assigned supervisor.

ARTICLE 60 - VEHICLES

Commission vehicles will be parked nightly on State facilities except when:

- a. An employee is not able to return the State vehicle to its official garage because of a late return from business activities.
- b. An employee leaves before or arrives after normal work hours and can reduce the amount of State-paid travel time by parking a State car at the employee's home.
- c. A garaging exemption has been authorized:
 - (1) When a regular work assignment requires personnel availability during non-business hours for frequent, unscheduled or emergency State business.
 - (2) In other circumstances where home garaging will clearly reduce the Commission's direct cost. (For example, theft, vandalism, etc.).

ARTICLE 61 - RECOUPMENT OF WAGE/BENEFIT OVER/UNDERPAYMENTS

Section 61.1

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 61.2

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 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 62 - TERM OF AGREEMENT

This Agreement will be effective upon its execution and, except as amended or modified, will remain in full force and effect until June 30, 2013.

ARTICLE 63 – TEMPORARY INTERRUPTION OF EMPLOYMENT

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

ARTICLE 64 – PERFORMANCE APPRAISAL

Section 64.1

Employee performance appraisals will be provided by the employee's immediate excluded supervisor. The supervisor will discuss the performance appraisal with the employee. The employee may provide his or her comments to be attached to the performance appraisal. The employee will sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy will be provided to the employee at this time.

Section 64.2

Performance appraisals are neither grievable nor arbitrable under this Agreement. Performance appraisals shall not be used for purposes of disciplinary action.

Section 64.3

Managers shall provide performance appraisals to employees at the completion of the trial service period and at least annually thereafter. Managers will also strive to provide timely feedback to employees regarding their performance rather than relying solely on annual reviews for such feedback.

ARTICLE 65 – TRAINING DIFFERENTIAL

Section 65.1

Training differential is a differential for employees who meet all of the following criteria:

- a. They have been formally assigned "training" by their supervisor in writing;
- b. The assignment is for thirty (30) consecutive calendar days or longer;
- c. The training duties are a substantial part of the employee's overall duties; and
- d. Training duties are not included in the employee's class specification.

Section 65.2

Training is where, on a recurring daily basis, the employee has been assigned to perform substantially all of the following functions: to give direction to workers concerning their assigned tasks and work procedures; to transmit standards of performance to workers; to review work of employees for conformance to standards; and to provide informal worker performance assessments to the employee and the supervisor.

Section 65.3

The differential is four percent (4%) beginning from the first day the duties were formally assigned in writing and continuing for the full period of the assignment.

Section 65.4

If an employee is receiving one or more differentials (including work-out-of-class pay), in addition to training differential, each of the differentials will be calculated on base salary so that no “pyramiding” occurs (i.e., if an employee is receiving training differential and out-of-class pay for duties other than training, the two differentials would be calculated separately on base salary, and then added to the base pay). Likewise, in an overtime or holiday pay situation, training differential will be calculated on base salary rather than at the time and one-half rate. Training differential shall, however, be included in the calculation of the regular rate of pay for overtime purposes.

Section 65.5

Training differential shall not be paid for developmental assignments under Article 25.8.

Section 65.6

If an employee believes that he/she is performing duties that meet the criteria in Section 2 but the duties have not been formally assigned in writing, the employee has recourse through the grievance process as outlined in Article 13 (Grievance Procedure).

ARTICLE 66 – LEADWORK DIFFERENTIAL

Section 66.1

Leadwork differential is a differential for employees who meet all of the following criteria:

- a. They have been formally assigned “leadwork” by their supervisor in writing;
- b. For employees on a schedule of five (5) consecutive work days, the assignment is for five (5) consecutive work days or longer;
- c. For employees regularly working a schedule of four (4) consecutive ten (10)-hour days, the assignment is for four (4) consecutive work days or longer; and
- d. Neither leadwork nor team leader duties are included in the employees’ class specification.

Section 66.2

Leadwork is where, on a recurring daily basis, the employee has been assigned to perform substantially all of the following functions: to orient new employees, if appropriate; to assign and reassign tasks to accomplish prescribed work; to give direction to workers concerning their assigned tasks and work procedures; to transmit standards of performance to workers; to review work of employees for conformance to standards; and to provide informal worker performance assessments to the supervisor.

Section 66.3

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

Section 66.4

If an employee is receiving one or more differentials (including work-out-of-class pay), in addition to leadwork differential, each of the differentials will be calculated on base salary so that no “pyramiding” occurs (i.e., if an employee is receiving leadwork differential and out-of-class pay for duties other than leadwork, the two differentials would be calculated separately on base salary, and then added to the base pay). Likewise, in an overtime or holiday pay situation, leadwork will be calculated on base salary rather than at the time and one-half rate. Leadwork differential shall, however, be included in the calculation of the regular rate of pay for overtime purposes.

Section 66.5

Leadwork differential shall not be paid for voluntary training and/or developmental assignments.

Section 66.6

If an employee believes that he/she is performing duties that meet the criteria in Section 2 but the duties have not been formally assigned in writing, the employee has recourse through the grievance process as outlined in Article 13 (Grievance Procedure).

Section 66.7

Leadwork assignments in excess of sixty (60) days will be posted for ten (10) work days to allow employees the opportunity to indicate their interest, in writing, in the leadwork assignment. At the end of the posting period management has the sole discretion to assign the leadwork. Leadwork assignments will be re-posted annually for ten (10) work days to allow all interested employees, including the incumbent leadworker, the opportunity to indicate their interest, in writing, in the leadwork assignment. At the end of the posting period management has the sole discretion to assign the leadwork.

LETTER OF AGREEMENT #1
PART-TIME EMPLOYEES HEALTH INSURANCE SUBSIDY

This agreement is between the State of Oregon acting through its Department of Administrative Services (Employer), and AFSCME Council 75 (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, 2011, as follows:

- Employee Only (EE) - \$ 259.53*
- Employee and Family (EF) - \$ 331.23*
- Employee & Spouse – (ES) - \$ 295.30*
- Employee & Children (EC) - \$336.16*
-

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time PEBB plan through December 31, 2011.

For Plan Years 2012 and 2013 the Employer will pay ninety five percent (95%) of the part time subsidy for the part time eligible employees who participate in the part time PEBB plan.

* PEBB to provide specific amounts.

LETTER OF AGREEMENT #2 – HEALTH IMPROVEMENT PLAN

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

The Employer and Union recognize the significance and importance of PEBB creating a Health Improvement Plan. Controlling health care costs, while continuing to provide excellent benefits, is a mutual goal of the parties.

Therefore, the parties agree to the following:

1. The Employer and Union agree to establish a committee to design the delivery system for the Plan and educational components of the Health Improvement Plan that the Union introduced and recommended for adoption to PEBB.
2. The committee will also review and evaluate the PEBB Health Improvement Plan and will define benchmarks for evaluating the effectiveness and efficiencies of the Plan. If there are identified and proven cost savings, the parties will recommend the most advantageous way to share savings and further employee wellness for PEBB members.
3. The Employer and Union shall each appoint four (4) representatives to serve as members of the committee. Employees shall serve on paid time if the meeting time is during their regularly scheduled work hours.
4. Appointed employees shall not be eligible for overtime or penalty payments for serving on the committee. Any travel for work on this committee will be governed by the State travel policy.
5. Appointed employees shall notify their immediate supervisor at least five (5) work days before any meetings regarding their absence from work to participate on the committee.

6. The committee findings and recommendations shall be submitted to the Governor's Office no later than June 30, 2013.
7. This agreement becomes effective on the date of the final ratification of the AFSCME Central Table and ends June 30, 2013.

LETTER OF AGREEMENT #3 - 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, 2013.

**LETTER OF AGREEMENT #4 - ARTICLE 21 –
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 21, 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, 2013.

LETTER OF AGREEMENT #5 - 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.

The Employer and the Union recognize that [Senate Bill 822](#) from the 74th Oregon Legislative Assembly, 2007 Regular Session, amended [ORS 408.225](#), [408.230](#), [408.235](#) and [659A.885](#).

The [Senate Bill 822](#) provides that an employer may choose not to appoint a veteran to a vacant position solely on the basis of the veteran's merits or qualifications with respect to the vacant civil service position.

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

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

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

**LETTER OF AGREEMENT #6
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 July 20, 2011, the day after the Tentative Agreement was reached, and sunsets June 30, 2013 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 to 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. For agencies with "float days" the employee will schedule designated unpaid mandatory furlough time off with their immediate supervisors using the following procedures:

(i) Employees will have their choice of days off, subject to operating needs.

(ii) Employees will submit a mandatory unpaid time off request form to their supervisors in accordance with agency procedures for requesting paid time off.

(iii) Mandatory unpaid time off requests for the same days will be determined pursuant to the specific provisions of the agency contracts. Where no specific provisions exist, 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.

(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, including mandatory unpaid time off.

(v) If an employee does not wish to take unpaid furlough days, he/she may voluntarily take a salary reduction as follows:

(a) A reduction in the amount of two and sixty-eight hundredths percent (2.68%) for employees earning three thousand one hundred and one (\$3,101) or more a month;

(b) A reduction of two and thirty-three tenths percent (2.33%) for employees earning between two thousand four hundred fifty one and three thousand one hundred and one (\$2,451 - \$3,101) a month;

- (c) A reduction of one and ninety-two hundredths percent (1.92%) for employees earning below two thousand-four hundred and ninety-fifty dollars (\$2,450) a month.

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

Friday, August 19, 2011
Friday, November 25, 2011
Friday, March 23, 2012
Friday, May 25, 2012
Friday, August 17, 2012

Friday, October 19, 2012
Friday, November 23, 2012
Friday, January 18, 2013
Friday, April 19, 2013
Friday, May 24, 2013

- 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 in accordance with 4 (B) above:

- (i) Floating mandatory unpaid time off will be scheduled and taken no later than March 31, 2013. Employees will take no more than two (2) days in a work week.

- (ii) If the floating mandatory unpaid time off is not scheduled and taken by March 31, 2013, management will schedule the employee to take the mandatory unpaid time off by May 31, 2013. In the event an employee has any mandatory unpaid time off obligation remaining after May 31, 2013, the employee's July 1, 2013 paycheck for the June 2013 pay period will be reduced by the equivalent amount for the remaining mandatory unpaid time off days.

- (iii) An employee is not eligible to receive unemployment benefits for the days taken as mandatory unpaid time off. Should an employee receive unemployment benefits the agency will automatically deduct from the employee's paycheck the full amount of money that equals the dollar amount the employee received in the unemployment benefits. The deduction shall be taken from the next paycheck upon discovery of the unemployment benefit payment.

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

- 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. Full-time employees shall take mandatory unpaid furlough time off in hours equivalent to a full shift or the remaining obligation if it equals less than a full shift..
15. Part-time employees shall take mandatory unpaid furlough time off in blocks equal to their actual scheduled workday or the remaining obligation if it equal less than a scheduled work day.
16. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough time off.
17. 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 () hour workweek, including mandatory unpaid time off. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.
18. An employee shall not work on a date designated as a mandatory unpaid furlough time off. Subject to operating need, the Agency Head or designee may require the employee to work and reschedule the mandatory unpaid furlough time off.
19. 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.
 - (i) If the alternate time is not scheduled and taken by March 31, 2013, management will schedule the employee to take the time by May 31, 2013.
 - (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, including mandatory unpaid time off.

LIST OF AGENCIES/PROGRAMS/DIVISIONS OFFICE CLOSURE

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

DCBS (Building Codes Division, except Field Enforcement)
 DCBS (Fiscal/Business Services Division, Director's Office & Information Management Division)
 DEQ
 Real Estate Agency
 DOC Dentists

SOCP (Central Administration Staff only)
CCB
Employment Department (Hearings Panel)
State Lands
OSFM (except Deputy State Fire Marshals)
DLCD

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

DOJ (Attorneys)
Military Department (includes Office of Emergency Management) – Continue LOA on Oregon Youth Challenge Program
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
OHA Physicians
OYA (Juvenile Parole and Probation Officers and Assistants)
DCBS (Building Codes Division, Field Enforcement)
Long Term Care Ombudsman
OSFM (Deputy State Fire Marshals only)

LETTER OF AGREEMENT #7
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. Requests for floating mandatory unpaid time Off Days.

Employees may request to take up to two (2) mandatory unpaid time off days in the same week. The supervisor will have up to fifteen (15) days to respond to the employee's request for the unpaid day (MUTO/Furlough).

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

At the time of an employment offer, the employee shall be given the number of days designated as floating mandatory unpaid time off days.

3. Seasonal employee—Calculation of Mandatory Unpaid Time Off obligation.

Full-time FTE seasonal employee's mandatory unpaid time off days obligation is determined by 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 2011-2013 biennium during which mandatory unpaid time off must be taken.
- 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 2011 and May and October 2012. The seasonal employee is expected to work both seasons. The seasonal employee is in the top salary tier which has a maximum of fourteen (14) mandatory unpaid time off (MUTO) days. The calculation is the following:

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

Part-time FTE seasonal employee's mandatory unpaid time off obligation is prorated based on the actual paid hours, excluding overtime, for the part-time employee in the previous twelve (12) months or season, whichever is applicable. 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 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 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 employee is scheduled to work three-quarter (3/4) time for the previous twelve (12) months or season, whoever is applicable. 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.

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.

4. Part-Time Employee Calculation.

Prorate the employee's regular scheduled or expected work hours relative to the full time work hours for the month. The mandatory unpaid time off obligation shall be prorated using the

following formulas: Part time employees may take time off based on their hours for a full scheduled shift.

$$(\text{SSH}/\text{FTH}) \times 8 = \text{MH}$$

Where:

SSH = The scheduled hours in a month for the part time 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 for the part-time employee.

Example: A part-time employee is scheduled to work 136 hours in the month of October (136/173.3 hours) x 8 = 6.27 hours. Rounded to the nearest full hour, the employee will take six (6) hours unpaid furlough time off for the month in which an unpaid furlough day is taken.

5. Limited Duration Employee Calculation

Calculate the number of furlough days required using the following formula:

$$(\text{MS}/\text{TM}) \times \text{TO}$$

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

TM = Total number of months during the 2011 – 2013 biennium during which mandatory unpaid time off must be taken.

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

6. An employee's original mandatory unpaid time off obligation will not be changed as a result of promotion, demotion, reclassification except if the employee changes from part time to full time or seasonal to full time or vice versa.

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.

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

If an employee's scheduled mandatory unpaid time off day occurs when the employee is on authorized leave without pay, the scheduled mandatory unpaid time off day will count towards the employee's obligation. The supervisor will code the mandatory unpaid time off.

8. 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

(including mandatory unpaid time off), 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.]

12. Adjusting the Mandatory Unpaid Time Off Day Off Obligation for Employees hired after July 1, 2011.

Employees hired after the effective date of the agreement will have their mandatory unpaid time off obligation adjusted for the time remaining to June 30, 2013.

13. 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 within the same pay period.
 - For Board and Commission meetings scheduled on a closure day, the closure day may be converted into float days.

Mandatory Unpaid Time Off Obligation Remaining by Salary Tier

10 Fixed Closures	NEW HIRE Obligation <i>(with Agency Closures and/or Floats)</i>				SEPARATING EMPLOYEE Obligation ⁴ <i>(with Agency Closures and/or Floats)</i>			
	Hire Date	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)	Separation Date ⁵	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)
		Hours	Hours	Hours		Hours	Hours	Hours
August ¹ 9/16/11	7/1/11-9/16/11	80	96	112	7/1/11-9/16/11	0	0	0
	9/17/11-11/25/11	72	88	104	9/17/11-11/25/11	8	8	8
11/25/11	11/26/11-3/23/12	64	80	96	11/26/11-3/23/12	16	24	24
	2/1/12-3/23/13			88				
3/23/12	3/24/12-5/25/12	56	72	80	3/24/12-5/25/12	24	32	40
5/25/12	5/26/12-6/30/12	48	64	72	5/26/12-8/17/12	32	40	48
	7/1/12-8/17/12	48	56	64				
8/17/12	8/18/12-10/19/12	40	48	56	8/18/12-10/19/12	40	48	56
10/19/12	10/20/12-11/23/12	32	40	48	10/20/12-11/23/12	48	56	64
11/23/12	11/24/12-1/18/13	24	32	40	11/24/12-1/18/13	56	64	80
1/18/13	1/19/13-4/19/13	16	24 ²	32 ²	1/19/13-2/28/13	64	80	96
	2/28/13-3/31/13			80 ⁶	96 ⁶	112 ⁶		
4/19/13	1/19/13-4/19/13			24 ²	4/1/13-6/30/13	80 ⁶	96 ⁶	112 ⁶
5/24/13	4/20/13-5/24/13	8	16 ²	16 ²				
	5/25/13-6/30/13	0	0 ³	0 ³				

This chart calculates the mandatory unpaid time obligation for new hire employees and the minimum required obligation for separating employees. Fixed closures may vary for some Agencies; employee obligation will be reduced according to the Agency's fixed closures. Chart reflects unpaid time off reduced in 8-hour increments (full-time regular work schedule). Employees on an alternative work schedule or flexible work schedule may take the unpaid time off as their shift and their obligation hours shall be reduced accordingly. Additional or specific requirements are specified in any applicable collective bargaining agreement and/or by policy.

FOOTNOTES:

¹ 8/19/11 was a fixed closure for some represented agencies instead of 9/16/11. For those agencies, the New Hire obligation would be reduced by one day beginning 8/19/11. Also, on the Separating Employee Chart the obligation for taking one day began on 8/19/11, instead of 9/16/11.

² The mandatory unpaid time off obligation exceeds the number of remaining closure dates because the employee has float days.

³ The float mandatory time off will not be required for an employee hired after 5/24/13.

⁴ Employees who retire or 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.

⁵ Break points for separation dates are based either on closure dates or the end of the biennium time when obligations are to be completed.

⁶ Separating employees should have taken the total required number of mandatory unpaid time off obligation by 3/31/13, unless the employee observes closure days. If the employee observes closures, the obligation on 4/1/13 would be 8, 10, and 12, respectively. After the 4/19/13 closure date, the obligation would be 9, 11 and 13, respectively, and after the 5/24/13 closure date the obligation would be fully completed with 10, 12 and 14 days respectively.

LETTER OF AGREEMENT #8 - ALTERNATIVES TO LAYOFF

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

The parties agree to the following:

1. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.
2.
 - A. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.
 - B. All discussions that take place under this agreement shall not be subject to Article 9 (Complete Agreement/Past Practice) in the Real Estate Agency/AFSCME Agreement; Article 1 (Recognition) in the Oregon State Police Support Unit/AFSCME Agreement; Article 10 (Complete Agreement/Past Practices) in the Oregon Liquor Control Commission/AFSCME Agreement; and Article 9 (Complete Agreement/Past Practice) in the Construction Contractors Board/ AFSCME Agreement.
3. This agreement becomes effective on the first of the month following the date the Agency agreement is signed and automatically ends June 30, 2013, unless the parties agree to amend or extend its terms.

LETTER OF AGREEMENT #9 - 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 22 (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, 2013. 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 #10
STEP INCREASES

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

The parties agree to the following:

Effective July 1, 2012, eligible employees will receive one half (1/2) of a step on their salary eligibility date (SED), pursuant to Article 35 (Salary Administration) and will receive the remainder of the step six (6) months after their SED.

For eligible employees with salary eligibility date (SED) January 2013 through June 2013, the second half of the step increase will be given at 11:59 p.m. on June 30, 2013.

LETTER OF AGREEMENT #11
PART TIME EMPLOYEE MEDICAL PREMIUM SUBSIDY

This Letter of clarification is entered into between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the state agencies under the jurisdiction of the American Federation of State, Local and Municipal Employees Council 75 AFSCME (Union). The purpose of this letter is to clarify the agreement reached during the 2011 -2013 negotiations regarding the employer's obligation for medical premium payments for employees working less than full-time.

For less than full time employees who have at least eighty (80) paid regular hours in the month, the parties agree the state's contribution for medical, dental, vision and basic life insurance through PEBB is as follows:

- 1) Part-time, Seasonal and Intermittent Employees Electing Part-time Insurance.
The state will pay 95% of a monthly benefit insurance premium amount of the plan selected by the employee calculated per Article 31, Section 3 as follows:

PT premium rate x .95 x the ratio of paid regular hours to full-time hours to the nearest full percent = State contribution

In addition, there shall be a subsidy based on the employee's enrollment tier, for plan year 2012 consisting of one of the following monthly amounts: Employee only, \$346.25; Employee & Partner, \$452.34; Employee & Children, \$395.94; Employee & Family, \$460.52. These amounts are equal to 95% of the subsidy that is determined by the Public Employees Benefit Board and is subject to change for plan year 2013. The employee will pay the premium balance.

2) Part-time, Seasonal and Intermittent Employees Electing Full-time Insurance.

The state will pay 95% of the monthly benefit premium amount of the plan selected by the employee calculated per Article 31, Section 3 as follows:

$$\text{Full time premium rate} \times .95 \times \text{the ratio of paid regular hours to full-time hours to the nearest full percent} = \text{State contribution}$$

In addition, the state will pay up to an additional monthly subsidy for employee's monthly premium rate for employees with salary rates \$2,696 and below a month. The employee will pay the premium balance.

Signed this ____ day of ____, 2011, at Salem/Portland, Oregon.

FOR THE EMPLOYER

FOR THE UNION

Michael Jordan, Director
Department of Administrative Services

Judy Langdon, President
AFSCME Local 2505

Diana L. Foster, Administrator
Human Resource Services Division

Steve Sander, Vice President
AFSCME Local 2505

Steve Pharo, Administrator
Oregon Liquor Control Commission

Stacy Chamberlain, Field Rep.
AFSCME Council 75

Mary Kearney, State Labor Relations Mgr.
DAS, Labor Relations Unit

Kevin Wellman
AFSCME Local 2505

Gail Parnell
Oregon Liquor Control Commission

Danny South
AFSCME Local 2505

Linda Ignowski
Oregon Liquor Control Commission

Angie Nelson
AFSCME Local 2505

Merle Lindsey
Oregon Liquor Control Commission

Bill Mallon
Oregon Liquor Control Commission

APPENDIX A – OFFICIAL GRIEVANCE FORM

OFFICIAL GRIEVANCE FORM

Employee _____ Division

Classification _____ Work Location

Immediate Supervisor

What happened? Describe the incident(s) which gave rise to alleged violation of the Agreement.

Who was involved? Give names and titles (include witnesses):

When did this occur? Give time, date and place:

Where did it occur? Specific locations:

What articles/sections of the Agreement were violated? Why do you think there is a violation of the Agreement?

What adjustment is requested?

Additional Comments:

I authorize AFSCME Local 2505 as my representative to act for me in the disposition of this grievance.

Employee Signature _____ Date:

AFSCME Local 2505 Representative Signature: _____ Title:

Received by: _____ (Management Representative) On:

(Use reverse side or additional pages, if needed)

APPENDIX B – COMPENSATION PLAN

<u>CLASS NUMBER</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE</u>
0102	Office Assistant 2	09
0103	Office Specialist 1	12C
0104	Office Specialist 2	15C
0107	Admin. Specialist 1	17
0108	Admin. Specialist 2	19
0210	Accounting Technician 1	13
0211	Accounting Technician 2	17
0212	Accounting Technician 3	19
0323	Pub. Service Representative 3	15
0501	Data Entry Operator	09
0531	Word Processing Technician 2	13
0707	Property Specialist 3	16
0758	Supply Specialist 1	14
0759	Supply Specialist 2	20
0801	Office Coordinator	15
0860	Program Analyst 1	23
0861	Program Analyst 2	27
0862	Program Analyst 3	29
0863	Program Analyst 4	31
0864	Public Affairs Specialist 1	25
0865	Public Affairs Specialist 2	29
0866	Public Affairs Specialist 3	31
0870	Operation and Policy Analyst 1	23
0871	Operation and Policy Analyst 2	27
0872	Operation and Policy Analyst 3	30
0873	Operation and Policy Analyst 4	32
1215	Accountant 1	21
1216	Accountant 2	23
1217	Accountant 3	27
1218	Accountant 4	30
1243	Fiscal Analyst 1	23
1244	Fiscal Analyst 2	27
1245	Fiscal Analyst 3	30
1338	Training & Development Specialist 1	23
1339	Training & Development Specialist 2	27
1481	Info Systems Specialist 1	17I
1482	Info Systems Specialist 2	21I
1483	Info Systems Specialist 3	24I
1484	Info Systems Specialist 4	25I
1485	Info Systems Specialist 5	28I
1486	Info Systems Specialist 6	29I
1487	Info Systems Specialist 7	31I
1488	Info Systems Specialist 8	33I
4032	Facility Energy Technician 1	16
4033	Facility Energy Technician 2	20
4034	Facility Energy Technician 3	24
4035	Facility Energy Technician 4	26
4101	Custodian	08
4103	Custodial Services Coordinator	13

4110	Ground Maintenance Worker 2	17
4137	Liquor Distribution Worker 1	15
4138	Liquor Distribution Worker 2	17
4139	Liquor Distribution Equipment Operator	16
4409	General Maintenance Mechanic	17T
5246	Compliance Specialist 1	21
5247	Compliance Specialist 2	25
5248	Compliance Specialist 3	29
5641	Fiscal Auditor 1	23
5642	Fiscal Auditor 2	26
5723	Liquor Regulatory Specialist	25

Salary Range Codes:

- “C” Eight-step off-range clerical class salary range for agencies in Portland.
- “I” Eight-step off-range information systems class salary range.
- “T” Four-step off-range salary range primarily used for skilled trades classes

APPENDIX C – SALARY SCHEDULE

SALARY SCHEDULE 7/1/09									
---------------------------	--	--	--	--	--	--	--	--	--

RANGE	1	2	3	4	5	6	7	8	9
08	0	0	0	1915	1980	2058	2132	2216	2302
09	0	0	1915	1980	2058	2132	2216	2302	2381
13	2058	2132	2216	2302	2381	2480	2586	2696	2814
14	2132	2216	2302	2381	2480	2586	2696	2814	2945
15	2216	2302	2381	2480	2586	2696	2814	2945	3088
16	2302	2381	2480	2586	2696	2814	2945	3088	3236
17	2381	2480	2586	2696	2814	2945	3088	3236	3386
19	2586	2696	2814	2945	3088	3236	3386	3548	3726
20	2696	2899	2945	3088	3236	3386	3548	3726	3904
20	2696	2814	2945	3088	3236	3386	3548	3726	3904
21	2814	2945	3088	3236	3386	3548	3726	3904	4090
23	3088	3236	3386	3548	3726	3904	4090	4288	4495
24	3236	3386	3548	3726	3904	4090	4288	4495	4716
25	3386	3548	3726	3904	4090	4288	4495	4716	4951
26	3548	3726	3904	4090	4288	4495	4716	4951	5188
27	3726	3904	4090	4288	4495	4716	4951	5188	5442
29	4090	4288	4495	4716	4951	5188	5442	5704	5986
30	4288	4495	4716	4951	5188	5442	5704	5986	6269
31	4495	4716	4951	5188	5442	5704	5986	6269	6565
32	4716	4951	5188	5442	5704	5986	6269	6565	6875
12C	2019	2095	2175	2259	2341	2430	2533	2641	2753
15C	2259	2341	2430	2533	2641	2753	2880	3018	3163
17T	0	0	0	0	2879	3018	3161	3311	3468
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

APPENDIX C – SALARY SCHEDULE

SALARY SCHEDULE									
December 1, 2011									
Range	1	2	3	4	5	6	7	8	9
08	0	0	0	1944	2010	2089	2164	2249	2337
09	0	0	1944	2010	2089	2164	2249	2337	2417
12C	2049	2126	2208	2293	2376	2466	2571	2681	2794
13	2089	2164	2249	2337	2417	2517	2625	2736	2856
14	2164	2249	2337	2417	2517	2625	2736	2856	2989
15	2249	2337	2417	2517	2625	2736	2856	2989	3134
15C	2293	2376	2466	2571	2681	2794	2923	3063	3210
16	2337	2417	2517	2625	2736	2856	2989	3134	3285
17	2417	2517	2625	2736	2856	2989	3134	3285	3437
17I	2504	2608	2715	2834	2966	3106	3249	3400	3559
17T	0	0	0	0	2922	3063	3208	3361	3520
19	2625	2736	2856	2989	3134	3285	3437	3601	3782
20	2736	2942	2989	3134	3285	3437	3601	3782	3963
21	2856	2989	3134	3285	3437	3601	3782	3963	4151
21I	2889	3026	3167	3313	3469	3633	3802	3980	4166
23	3134	3285	3437	3601	3782	3963	4151	4352	4562
24	3285	3437	3601	3782	3963	4151	4352	4562	4787
24I	3307	3464	3628	3795	3973	4162	4356	4561	4777
25	3437	3601	3782	3963	4151	4352	4562	4787	5025
25I	3588	3758	3931	4117	4310	4512	4724	4947	5181
26	3601	3782	3963	4151	4352	4562	4787	5025	5266
27	3782	3963	4151	4352	4562	4787	5025	5266	5524
28I	4005	4196	4390	4598	4815	5040	5278	5527	5788
29	4151	4352	4562	4787	5025	5266	5524	5790	6076
29I	4285	4485	4696	4918	5150	5392	5645	5911	6189
30	4352	4562	4787	5025	5266	5524	5790	6076	6363
31	4562	4787	5025	5266	5524	5790	6076	6363	6663
31I	4744	4967	5202	5444	5702	5971	6251	6544	6850
32	4787	5025	5266	5524	5790	6076	6363	6663	6978
33I	5169	5411	5667	5936	6215	6506	6816	7140	7479

APPENDIX C – SALARY SCHEDULE

SALARY SCHEDULE									
December 1, 2012									
Range	1	2	3	4	5	6	7	8	9
08	0	0	0	1972	2039	2119	2195	2282	2371
09	0	0	1972	2039	2119	2195	2282	2371	2452
12C	2079	2157	2240	2326	2410	2502	2608	2720	2835
13	2119	2195	2282	2371	2452	2553	2663	2776	2897
14	2195	2282	2371	2452	2553	2663	2776	2897	3032
15	2282	2371	2452	2553	2663	2776	2897	3032	3179
15C	2326	2410	2502	2608	2720	2835	2965	3107	3257
16	2371	2452	2553	2663	2776	2897	3032	3179	3333
17	2452	2553	2663	2776	2897	3032	3179	3333	3487
17I	2540	2646	2754	2875	3009	3151	3296	3449	3611
17T	0	0	0	0	2964	3107	3255	3410	3571
19	2663	2776	2897	3032	3179	3333	3487	3653	3837
20	2776	2985	3032	3179	3333	3487	3653	3837	4020
21	2897	3032	3179	3333	3487	3653	3837	4020	4211
21I	2931	3070	3213	3361	3519	3686	3857	4038	4226
23	3179	3333	3487	3653	3837	4020	4211	4415	4628
24	3333	3487	3653	3837	4020	4211	4415	4628	4856
24I	3355	3514	3681	3850	4031	4222	4419	4627	4846
25	3487	3653	3837	4020	4211	4415	4628	4856	5098
25I	3640	3812	3988	4177	4372	4577	4792	5019	5256
26	3653	3837	4020	4211	4415	4628	4856	5098	5342
27	3837	4020	4211	4415	4628	4856	5098	5342	5604
28I	4063	4257	4454	4665	4885	5113	5355	5607	5872
29	4211	4415	4628	4856	5098	5342	5604	5874	6164
29I	4347	4550	4764	4989	5225	5470	5727	5997	6279
30	4415	4628	4856	5098	5342	5604	5874	6164	6455
31	4628	4856	5098	5342	5604	5874	6164	6455	6760
31I	4813	5039	5277	5523	5785	6058	6342	6639	6949
32	4856	5098	5342	5604	5874	6164	6455	6760	7079
33I	5244	5489	5749	6022	6305	6600	6915	7244	7587