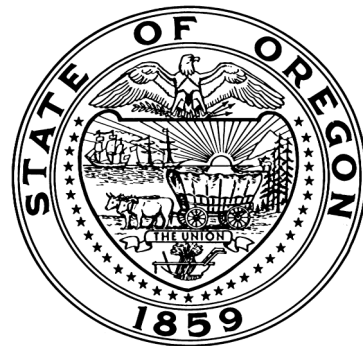


# COLLECTIVE BARGAINING AGREEMENT



*between*

# DAS

DEPARTMENT OF  
ADMINISTRATIVE  
S E R V I C E S

*on behalf of*

Oregon Department of State Lands  
*and*

# AFSCME

LOCAL 2238 / COUNCIL 75,  
AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES (AFL-CIO)

**2011**

-

**2013**

DEPARTMENT OF  
STATE LANDS (DSL)

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## **ARTICLE 1 - PREAMBLE**

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This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of State Lands (Agency) and the American Federation of State, County and Municipal Employees Council 75 (Union) for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

## **ARTICLE 2 - RECOGNITION**

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**Section 1.** The Employer and Agency recognize the Union as the sole and exclusive bargaining agent for all part-time employees regularly working thirty-two (32) or more hours per month, seasonal, and full-time classified employees, employed by the State of Oregon Department of State Lands excluding confidential, supervisory, managerial, and temporary employees.

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

**Section 3.** Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.

## **ARTICLE 3 - LAWS AND REGULATIONS/SAVINGS CLAUSE**

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This Agreement is subject to all applicable existing and future laws and regulations of the State of Oregon and the United States.

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement shall remain in effect. The Employer and the Union agree to immediately meet, negotiate and agree upon a substitute for the portion or portions of the Agreement so affected and bring the provisions into conformance.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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Except as may be specifically modified by the terms of this Agreement, 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:

- (a) maintain order and efficiency;
- (b) direct employees and to determine job assignments and working schedules;
- (c) determine the methods, means, standards and personnel to be used;
- (d) implement improved operational methods and procedures;
- (e) determine staffing requirements;
- (f) determine whether the whole or the part of the operation shall continue to operate;
- (g) recruit, examine, select, and hire employees;
- (h) promote, transfer, assign, and reassign employees;
- (i) layoff employees;
- (j) recall employees;
- (k) require overtime work of employees;
- (l) promulgate rules, regulations and policies provided that they do not specifically abridge any provision of this Agreement; and
- (m) suspend, discharge, or take proper disciplinary action against employees.

## **ARTICLE 5 - AGENCY PERSONNEL POLICIES**

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Upon request, the Agency shall provide the Union a copy of its written personnel policies. If there is a policy change that involves a mandatory subject of bargaining, a copy will be sent to the Union. Agency written personnel policies and any updates shall be made available to employees at the Agency's central and field offices.

## **ARTICLE 6 - COMPLETE AGREEMENT**

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This Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained pursuant to ORS 243 et seq. Neither party shall be required, during the term of this Agreement, to negotiate upon any other issue.

## **ARTICLE 7 - LEGISLATIVE ACTION**

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

**Section 2.** Provisions of this Agreement that require legislative funding are not enforceable unless approved by the Legislative Assembly or Emergency Board. Monetary provisions shall be promptly submitted to the Legislative Assembly or Emergency Board by the Employer and both parties shall jointly recommend passage.

**Section 3.** Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding sections, then the Employer and Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement.

## **ARTICLE 8 - NO STRIKES, LOCKOUTS AND PICKET LINES**

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**Section 1.** The Union agrees that during the life of this Agreement, the Union or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer and/or the Agency, its goods, services or property.

**Section 2.** The Agency agrees that during the life of this Agreement there will be no lockout.

**Section 3.** Upon notification confirmed in writing by the Employer to the Union that certain bargaining unit members covered by this Agreement are engaging in any activity described in Section 1 of this Article, the Union shall advise employees in writing, with a copy to the Employer, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such activity.

## **ARTICLE 9 - UNION RIGHTS**

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**Section 1.** The Union will provide the Agency Human Resources Manager with the names of its representatives from Council 75 who will serve as Union representatives. The Union will update the list of authorized Union Representatives as needed or requested by the Agency.

**Section 2.** With approval of the responsible manager or designee, the Agency will allow a Council 75 Union Representative reasonable access to the worksite during working hours. Every good faith effort shall be made to give advance notice of the visit. Such visits shall not interfere with the normal flow of work.

**Section 3.** The internal business of the Union shall be conducted by the employees during their non-duty hours (e.g., meal periods, breaks and before/after work).

**Section 4.** Upon request and approval of the local office or section manager for the facility which shall mean the Regional Manager in Bend, the South Slough Manager in Charleston and

Assistant Directors in Salem, the Union shall be allowed the use of the Agency facilities for meetings when such facilities are available and the meeting would not interfere with Agency business.

**Section 5.** The Agency shall identify and provide reasonable bulletin board space in the Agency's offices in Bend, Charleston and Salem for the use of the Union to communicate with its members. Union Officers and Stewards may transmit Union meeting notices to bargaining unit employees over the Agency's e-mail system. Such announcements will be limited to date, time and place of the meeting and a brief agenda.

**Section 6.** The Agency shall furnish each new bargaining unit employee notice provided by the Union.

**Section 7.** When the Agency provides new employee orientation, not more than fifteen (15) minutes shall be granted for the Council 75 Union Representative, or designee to make a presentation to a new employee or group of new employees or at such other time agreeable to the Agency. The purpose of the Union's presentation shall be for the purpose of identifying the Union's status, organizational benefits, facilities, related information and distributing and collecting membership applications. This time shall not be used for discussion of labor/management disputes. The Agency shall provide the Union advance notice of the time and place of new employee orientation meetings.

**Section 8. 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 9. Names of Retirees.** 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.

**Section 10. Reports.** 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.

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.

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.

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## ARTICLE 10 - UNION SECURITY

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**Section 1.** The Union shall be provided payroll deduction for its regular monthly dues in accordance with and as entitled to under ORS 292.055.

**Section 2.** The Agency agrees to deduct the monthly membership dues from the pay of those employees who individually request such deductions in writing. This deduction shall begin on the first payroll period following such authorization and shall continue month to month until revoked by the employee in writing. The amount to be deducted shall be certified to the Agency by the Treasurer of the Union, and the aggregate deductions shall be remitted monthly together with an itemized statement to the Treasurer of the Union.

**Section 3.**

- (a) Employees in the bargaining unit who are not members of the Union shall make fair share payments equal to Union dues. Beginning with the first payroll period after the execution of this Agreement and on each period thereafter, the State will deduct from the wages of each bargaining unit employee who is not a Union member the fair share amount. Similar deductions will be made in a similar manner from the wage of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment.
- (b) The State shall remit a payment for all said deductions to the Union by the twentieth (20<sup>th</sup>) of the month after the deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from whom deductions were made.
- (c) Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money, equivalent to regular Union dues, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Agency that this has been done. Notwithstanding an employee's claim of exemption under this Section, the Agency shall deduct fair share from the employee's wages pursuant to this Article, until agreement has been reached between the employee and the Union.

**Section 4.** 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 Agency or person(s) acting on behalf of the Employer and the Agency whether for damages, compensation, reinstatement or combination thereof arising out of the Agency's implementation of this Article.

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## ARTICLE 11 - UNION STEWARDS

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**Section 1.** The Agency shall recognize up to six (6) Stewards selected from Agency employees to represent Agency employees with no more than four (4) from the Salem

Headquarters. The Union shall immediately notify the Agency of the names of Stewards and their successors upon their selection.

**Section 2.** Stewards may receive but not solicit grievances of employees on Agency premises but only to such extent as does not neglect, retard or interfere with the work and duties of the Steward or the employee. Upon notice to their immediate supervisor, Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to process grievances and represent bargaining unit employees in investigatory interviews. Only one (1) Steward will be in pay status for any one (1) grievance.

If the permitted activity would interfere with either the Steward or employee'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 or representing employees in investigatory interviews without proper notification and release by the supervisor(s) involved will be considered unauthorized leave without pay for both the Steward and the employee. Each Steward shall report such time on the Agency timesheet.

**Section 3.** The Agency shall not be responsible for any overtime, travel time or travel expenses incurred by the employee or Steward in carrying out any of the functions described in this Article.

## **ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY, AFFIRMATIVE ACTION, AND DISCRIMINATION**

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**Section 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 disability, national origin, sexual orientation, 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 2.** All complaints alleging unlawful discrimination in violation of this Article shall be submitted to the Agency Head or designee. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. If the complaint is not satisfactorily resolved within thirty (30) calendar days of the date of its submission at the Agency Head level, the employee shall, if he/she chooses to proceed with the complaint, file the complaint with the Bureau of Labor and Industries or the Equal Employment Opportunity Commission for final resolution. The Agency Head or designee shall issue a written response.

**Section 3.** Political affiliation discrimination complaints may be submitted to the Department of Administrative Services Labor Relations Unit if unresolved by the Agency within fifteen (15) calendar days of the Agency's response. Department of Administrative Services Labor Relations Unit will review the complaint, attempt to resolve it and/or issue its findings to the employee and the Union within thirty (30) calendar days of receipt of the complaint.

**Section 4.** Discrimination complaints will not be subject to the grievance procedure contained in this Agreement.

## **ARTICLE 13 - PERSONNEL FILES**

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**Section 1.** An employee may, upon reasonable request, inspect the contents of his/her official Agency personnel file except for confidential reports from previous employers. An employee may, upon request, obtain copies of any of the contents of his/her personnel file except for confidential reports from previous employers. No grievance material shall be kept in an employee's official personnel file.

**Section 2.** Effective upon execution date of this Agreement, no information reflecting critically on an employee shall be placed in the employee's personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her file provided the following disclaimer is attached:



“Employee’s signature confirms ONLY that the supervisor has discussed and given a copy of the material to the employee. The employee’s signature does not indicate agreement or disagreement with the contents.”

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 file 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 with a copy to the Union at the time such material was placed into the employee’s file.

**Section 3.** If the employee believes that any of the above material is incorrect or a misrepresentation of facts, the employee shall be entitled to prepare a written explanation or opinion regarding the disputed material. This shall be attached to the disputed material and shall be included as part of the personnel file until the material is removed.

**Section 4.** An employee may include in the official personnel file any relevant material the employee wishes such as letters of favorable comment, licenses, certificates, college course credits, or other material which reflects credibly on the employee.

**Section 5.** Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the file after thirty-six (36) months from the date of the document. However, the material may be removed after twenty-four (24) months provided there has been no recurrence of the problem or a similar problem in that time at the request of the employee. Any period of leave of absence without pay that is more than fifteen (15) calendar days shall extend the retention period for that duration of leave.

## **ARTICLE 14 - SALARIES**

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

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

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

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

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

**Contributions to Individual Account Programs.** As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003 and pursuant to Section 3 of that same chapter, the State will pay an amount equal to six percent (6%) of the employee’s monthly salary, not to be deducted from the salary, as the employee’s contribution to the employee’s account in that program. The employee’s contributions paid by the State under this Section 2 shall not be considered to be “salary” for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

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

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

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

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

#### **Section 4. Cost of Living Adjustment (COLA).**

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 one-hundredths percent (1.45%) to be paid January 1, 2013.

### **ARTICLE 15 - DIFFERENTIAL PAY**

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#### **Section 1. Shift Differential.**

- (a) Employees occupying a position that is in a classification that is salary range 22 or below shall be paid a differential for each hour or major portion thereof (thirty (30) minutes or more) worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday.
- (b) The differential shall be seventy-five cents (\$.75) per hour.
- (c) This Article shall not apply when an employee is on any paid leave condition.

#### **Section 2. Leadwork Differential.**

- (a) Leadwork differential shall be defined as a differential for employees who have been assigned in writing by their supervisor to perform leadwork duties for ten (10) consecutive calendar days or longer provided the leadwork duties are not included in the classification specification for the employee's position. Leadwork differential shall not apply to employees assigned team leader duties. Leadwork is when, on a recurring daily basis, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to employees concerning work procedures; transmit established standards of performance to employees; review work of employees for conformance to standards; and provide informal assessment of employee work performance to the supervisor.
- (b) The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.
- (c) Leadwork differential shall not be computed at the rate of time and one-half (1 ½) for the time worked in an overtime or holiday work situation, or to effect a pyramiding of work out of classification payments. However, leadwork differential shall be included in calculation of the overtime rate of pay.
- (d) Leadwork differential shall not apply to voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee.

#### **Section 3. Work Out-of-Classification.**

- (a) When an employee is assigned, in writing, by the Agency for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) or more consecutive calendar days, that employee shall be paid at the next higher step in the employee's current classification or the first step of the higher salary range, whichever is greater.
  - i. When such assignments are made to work out-of-classification for ten (10) or more consecutive days, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment.

- (b) An employee who is underfilling a position shall be informed in writing that he/she is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level to the position, the employee will be reclassified.
- (c) An employee who agrees to perform duties out-of-class for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. Such assignment shall not exceed one (1) year unless mutually agreed to by the sending and receiving supervisors and the employee. A copy of the notice shall be placed in the employee's file.

**Section 4. Special Qualifications Pay. Bilingual Differential.**

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

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**ARTICLE 16 - INSURANCE**

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

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

For the period of July 1, 2011 through December 31, 2011, the Employer shall make a contribution sufficient to cover the premium costs to the PEBB health, dental and basic life benefits chosen by each eligible full time employee who has at least eighty (80) paid regular hours in a month.

For the period of January 1, 2012, through December 31, 2013, the State will pay ninety-five percent (95%) and employees will pay five percent (5%) of the monthly premium rate, as determined by the PEBB.

For the period of 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 \$2696 per month.

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**ARTICLE 17 - TRIAL SERVICE**

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**Section 1.** The trial service period is recognized as an extension of the selection process. Each person appointed to a bargaining unit position by initial appointment or promotion, shall serve with each such appointment a trial service period of six (6) months (minimum 1040 hours). A regular status employee who is transferred to another bargaining unit position in a different classification at the same or lower salary level shall serve a trial service period of six (6) months (minimum 1040 hours) in the new position.

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

Removals from trial service under this Article shall not be subject to Article 29 (Grievance Procedure), Article 28 (Discipline/Discharge), or this Article.

If such employee was previously a regular status employee in a bargaining unit position in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former classification or comparable salary range as a regular status employee unless he/she is discharged as provided in Article 28 (Discipline/Discharge).

**Section 3.** An employee who is transferred or demoted to another position in the bargaining unit in the Agency prior to completion of the trial service period shall complete a new trial service period of six (6) months (minimum 1040 hours) in the new position.

**Section 4.** An employee's trial service period may be extended in instances where an employee has a leave of absence. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

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## **ARTICLE 18 - POSITION DESCRIPTIONS**

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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.

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

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

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## **ARTICLE 19 - PERFORMANCE APPRAISALS**

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### **Section 1.**

- (a) The employee's performance will be rated by his/her supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide his/her comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal.
- (b) If there are any changes or recommendations to be made in the performance appraisal after the rater has discussed it with the employee, the performance appraisal shall be returned to the rater for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on the changes. The employee shall sign the new performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee.
- (c) Copies of all evaluations signed by the employee shall be provided to him/her.
- (d) All written comments provided by the employee shall be attached to the performance appraisal. The employee shall provide such comments within thirty (30) calendar days of receipt of the appraisal.
- (e) Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's salary eligibility date even if the employee is at the maximum step for his/her classification.

**Section 2.** Performance appraisals are not grievable or arbitrable under this Agreement.

**Section 3.** Performance appraisals shall not be used as the sole basis for disciplinary action.

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## **ARTICLE 20 - SALARY ADMINISTRATION<sup>1</sup>**

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### **Section 1. Merit Salary Increases.**

- (a) Employees shall be eligible for consideration for merit salary increases following:
  - (1) completion of the initial twelve (12) months of service;
  - (2) completion of six (6) months of service following promotion;
  - (3) annual periods after (1) or (2) above until the employee has reached the top step of the salary range.

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<sup>1</sup> See attached Letter of Agreement (Step Increases).

- (b) The employee shall receive the increase on the first of the month following intervals prescribed under this Article.
- (c) The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase at least thirty (30) calendar days before the eligibility date, including a statement of the reason(s) it is being withheld.

**Section 2. Salary on Promotion.**

An employee shall be given no less than an increase to the next higher rate in the new salary range effective on the date of promotion. If an employee is demoted or removed during trial service as a result of a promotion, his/her salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.

**Section 3. Salary on Demotion.**

Whenever an employee demotes to a 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 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 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 4. Salary on Lateral Transfer.**

An employee's salary shall remain the same when transferring from one (1) position to another position which has the same salary range.

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

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

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

An individual is called back from a return from layoff to a position in the same classification in which the person was previously employed will be paid at the same salary step he/she received at the time of layoff.

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**ARTICLE 21 - RECOUPMENT OF WAGE/BENEFIT OVER/UNDERPAYMENTS**

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**Section 1. Overpayments.**

- (a) In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/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 subsection (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) This Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

## **Section 2. Underpayments.**

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

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## **ARTICLE 22 - CLASSIFICATION AND CLASSIFICATION CHANGES**

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### **Section 1. Reclassification Procedure.**

- (a) Employees may request reclassification review of their position by submitting the following information to the Agency Human Resources Manager:
  - (1) A fully completed and updated Human Resource Services Division Position Description Form and any relevant evidence that supports the request.
  - (2) A specific identification of what duties the employee believes causes his/her position to be improperly classified and a detailed explanation why these duties justify reclassification of his/her position.
  - (3) Identification of the classification the employee believes best describes his/her position.
- (b) Upon receipt of the above information, the Agency shall conduct a review of the employee's request. Within sixty (60) calendar days after receipt of a fully completed request as provided for in subsection (a) above, the Agency shall notify the employee of its findings. If the findings indicate reclassification, the Agency shall seek approval to implement the reclassification or remove the duties.
- (c) If an employee's request is denied pursuant to this Section of the Article, or the employee's position is reclassified downward pursuant to Section 7 of this Article, the Union may appeal the decision to the Agency Head or designee within fifteen (15) calendar days after receipt of the Agency's decision. The written appeal must include the reasons why the Agency's decision was arbitrary. The Agency shall respond in writing within fifteen (15) calendar days from the receipt of the Union's appeal.
- (d) If the Agency's response does not resolve the matter, the Union may, within fifteen (15) calendar days from the date of the Agency response, appeal the decision to arbitration.

under this Article of the Agreement. The selection of an arbitrator shall be pursuant to Section 10 of Article 29 (Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Agency's written response in subsection (a) of this Section. The appeal must state the reasons why the decision was arbitrary.

- (e) The arbitrator shall allow the decision of the Agency to stand unless he/she finds the decision was arbitrary. If the arbitrator finds the Agency's decision is arbitrary, the arbitrator's authority shall extend only to stating if the employee's current classification is inappropriate. If the arbitrator finds the employee's current classification is inappropriate, he/she shall refer the issue to the Agency for reconsideration. The Agency shall either remove the higher level duties or reclassify the position. The arbitrator shall have no power to substitute his/her discretion for the Agency's discretion on classification matters. This Section shall supersede Section 11 of Article 29 (Grievance Procedure) on the delineation of the arbitrator's authority on matters addressed in this Article.

### **Section 2. Upward Reclassification.**

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

### **Section 3. Pay for Upward Reclassification.**

The rate of pay upon upward reclassification shall be the first step of the new salary range. However, if the old salary range rate of pay is equal to or higher than the first step of the new salary range, the employee shall receive a salary increase no less than an increase to the next higher step in the new salary range.

### **Section 4. Pay Date of Upward Reclassification.**

- (a) Effective date of reclassification payment shall be the first of the month following the month in which the reclassification request was received by the Department of Administrative Services.
- (b) The employee does not retain his/her old eligibility date and will be eligible for salary increases the first of the month following twelve (12) months in the new classification.

### **Section 5. Equal Reclassification Rate.**

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

### **Section 6. Downward Reclassification.**

- (a) 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) calendar days before the effective date.
- (b) When a position is reclassified to another classification that carries a lower salary range, if the employee is on trial service or has regular status, that employee shall be accorded the same status in the new classification.
- (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 classification.

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

## **Section 7. 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 be apportioned as in the arbitrator's 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.

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## **ARTICLE 23 - PAY ADVANCES**

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Pay advances will be given upon request, but in no instances will an employee be given more than three (3) pay advances in any one (1) calendar year (January 1 through December 31). The amount of the advance shall not exceed sixty percent (60%) of the gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth (15<sup>th</sup>) of the month.

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## **ARTICLE 24 - IMPLEMENTATION OF NEW CLASSES-APPEALS PROCESS**

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

**Section 1.**

- (a) An appeal may be filed by an individual employee or steward or a Council Representative on behalf of the employee, to the Agency Human Resources Manager 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 specifications, 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 Department of Administrative Services 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 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 more accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and the Department of Administrative Services 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 Department of Administrative Services 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 Department of Administrative Services 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 25 - LAYOFF**

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

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

- (a) The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall notify, in writing all affected employees of their layoff service date and contractual bumping rights. The Agency shall notify the Union in writing of layoff service dates of all employees in all affected positions. The Agency shall also post a copy of the layoff service dates of all affected positions on Agency bulletin boards.
- (b) Temporary employees working in the classification and the city in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees. Employees hired from outside the Agency to work in a limited duration appointment shall not have layoff rights except as provided for under Article 46, Section 3(b). An Agency employee appointed from regular status to a limited duration appointment shall be entitled to rights under this Article based on the employee's former regular status classification.
- (c) Employees shall be laid off and seniority calculated within the following separate categories:
  - (1) permanent full-time positions;
  - (2) permanent part-time positions;
  - (3) seasonal full-time positions;
  - (4) seasonal part-time positions.An initial trial service employee cannot displace any regular status employee.
- (d) An employee notified of a pending layoff shall select one (1) of the following options and communicate such choice in writing to the Human Resources Manager within five (5) calendar days from the date the employee is notified in writing of the layoff:
  - (1) The employee may displace an employee in the Agency with the lowest seniority in the same classification for which he/she is qualified.
  - (2) If no positions are available under option d(1), the employee may demote to the lowest seniority position in any classification for which he/she is qualified within the Agency. Employees who elect to demote shall be placed on any layoff list of his/her choice within the Agency for the classification from which he/she demoted.
  - (3) The employee may elect to be laid off. An employee who elects to be laid off shall be placed on the Agency layoff list for the classification from which he/she was laid off.
- (e) To be qualified for the options under Section 2(d), the employee must meet all of the minimum qualifications of the position's classification plus any special qualifications stated in the position description and must be capable of performing the specific requirements of the position within two (2) weeks. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the two (2)-week time period is for the purposes of orienting an employee to the position, not training the employee to perform the work. The Agency shall be the sole determinant of whether the employee is capable of performing such duties.

If an employee cannot meet the above requirements as stated in subsection (e) of this Article, the employee may displace or demote to the next lowest seniority position in the classification, provided that the employee in the next lower position has lower seniority than the employee displacing or demoting in which the layoff is taking place.

When exercising an option under Section 2, an employee shall only be eligible to displace another employee with lower seniority.

Any employee displaced by another employee exercising options under Section 2 may also exercise any option available under Section 2.

**Section 3.** Computation of seniority for regular status employees shall be made as follows:

- (a) **Seniority Definition.** Seniority is the Layoff Service Date, which is the date the employee began State service except as a temporary appointee or as adjusted for break(s) in service.

- (b) Break in Service. A break in service is a separation or interruption of employment without pay for more than two (2) years. If an employee has a break in service that does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break in service. Seniority will also be adjusted for leaves without pay in excess of one (1) year. Leave without pay pursuant to USERRA shall be recognized as service time pursuant to law.
- (c) Equal Seniority. If two (2) or more employees have equal seniority, the Agency shall determine the employee(s) to be laid off considering requirements of available position(s), value of the employee(s) to the mission of the Agency, demonstrated performance and other relevant factors.

**Section 4.** Any trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the Agency layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active.

**Section 5.** Employees electing to displace, demote and/or return from layoff do not receive reimbursement for travel or moving expenses.

**Section 6.** There shall be no cross bumping between management service and the bargaining unit.

**Section 7.** Any temporary interruption of employment because of a lack of work or unexpected or unusual reasons beyond the Agency's control, which does not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay.

**Section 8.**

Employees filling a job share position which totals a full-time equivalent at the time of calculation of seniority shall be considered as one (1) full-time equivalent or, if either party chooses, as part-time employees. If the two (2) employees choose to be treated as a full-time equivalent for purposes of layoff, the Agency shall use the seniority that is greater.

**Section 9.** If an employee is underfilling a position, the employee will be considered in the position classification for the purposes of this Article.

**Section 10.** Names of regular status employees of the Agency who have separated from the service of the State in good standing by layoff of who have demoted in lieu of layoff shall be placed on layoff lists in seniority order established by the classification from which the employee was laid off or demoted in lieu of layoff.

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

**Section 11.**

- (a) Employees who are on Agency layoff list and have designated in writing the locations which they are willing to move to, shall be recalled in seniority order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position plus any special qualifications stated in the position description and can perform the specific requirements of the position within two (2) weeks.

An employee seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the two (2)-week period is for the purposes of orienting the employee to the position, not training the employee to do the work. Further, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Agency prior to being recalled to the position.

- (b) Employees refusing the offer of a position from which he/she was laid off shall lose all future reemployment rights under this Article. Employees accepting a position will be removed from the recall list.

## **Section 12. Secondary Recall Rights.**

- (a) Application: These rights apply to all employees in bargaining units represented by AFSCME at Central Table negotiations as well as the Department of Corrections and Board of Parole except employees who are laid off during initial trial service.
- (b) Definitions:
  - (1) Geographic areas, for the purpose of secondary recall, are each location for which an employee may indicate his/her willingness to relocate on the State's PD100.
  - (2) Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit Contract.
  - (3) Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.
- (c) Coordination with Filling of Vacancy and Layoff Articles: The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.
- (d) Procedures:
  - (1) Placement on the Secondary Recall List.
    - (A) Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside state government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME-represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the secondary recall list for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.
    - (B) Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining units and geographic areas to which they are willing to be recalled.
  - (2) Use of the Secondary Recall List.
    - (A) After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted.
    - (B) To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.
    - (C) Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one of the five (5) so

- certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.
- (D) Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.
- (3) Appointments/Refusals of Appointments from the Secondary Recall List.
- (A) A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.
  - (B) Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.
  - (C) Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months except that employees hired into the Offender Information and Sentence Unit as Prison Term Analyst (PTA) shall serve a trial service period consistent with the DOC agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24) month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS Labor Relations Unit's decision be grievable.
  - (D) Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

## **ARTICLE 26 - WORK SCHEDULES & WORKWEEK**

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**Section 1.** The workweek is defined as seven (7) consecutive calendar days beginning on 12:00 a.m. on Sunday and ending on the following Saturday at 12:00 midnight. A workday is a twenty-four (24)-hour period beginning at 12:00 a.m. each day and ending at midnight the same day. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work or a guaranteed workweek.

**Section 2.** A work schedule is defined as the time of day and the days of the week the employee is assigned to work. A regular work schedule is five (5) consecutive eight (8)-hour days. Alternative work schedules are anything other than five (5) consecutive eight (8)-hour days.

**Section 3.** The immediate supervisor shall set the work schedule for employees within his/her section. If an employee desires to change his/her assigned work schedule, the employee shall submit a written request to their immediate supervisor. Requests shall identify the schedule the employee wishes to work and include the reasons the employees believes the request will not adversely affect Agency operating needs. The supervisor shall respond in writing to the employee's request. Disagreements over the Agency's decision may only be

grieved through step 3 of the grievance procedure. The Agency may change an employee's work schedule to meet Agency operating requirements.

**Section 4.** Employees shall receive not more than a one (1) hour unpaid lunch meal period during the work shift. Whenever possible, meal periods shall be scheduled at the middle of the shift. A longer meal period may be allowed by mutual agreement between the supervisor and the employee.

**Section 5.** 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 taken off consistent with Agency operating requirements. Break periods shall not be used to increase an employee's lunch hour or be used to arrive late or leave work early.

**Section 6.** Except for emergencies or employee requested and Agency approved work schedule changes, the Agency will give three (3) calendar days' notice of any work schedule change. The provisions regarding work schedule changes shall not apply to a situation where an employee volunteers or the Agency requires an employee to work overtime.

**Section 7. Travel.** When the employee is required by the agency to travel, the actual travel time shall be considered time worked. Where required travel is outside an employee's regular work hours (excluding normal commuting time), the employer may temporarily modify the employee's weekly schedule without daily overtime or schedule change penalty. Where such schedule modification still results in the need for additional work hours, the employee shall be paid the appropriate rate of pay for all time worked over forty (40) hours in that workweek.

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## **ARTICLE 27 - OVERTIME**

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**Section 1.** This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

**Section 2.** Time worked for the purpose of this Agreement is all hours actually worked.

**Section 3. FLSA Non-Exempt Employees.**

- (a) Full- and part-time employees covered under the FLSA shall be compensated at the rate of time and one-half (1 ½) in the form of pay or compensatory time off at the discretion of the Agency for authorized overtime worked in excess of forty (40) hours in a workweek.
- (b) Accrued compensatory time off must be taken within the fiscal year earned, except as set forth below. Compensatory time off will be scheduled at a time consistent with the Agency's work requirements. Employees will take all necessary steps to request use of compensatory time off during the fiscal year in which it was earned. If the Agency is unable to schedule such time off within the fiscal year earned, the Agency may pay off the accrued compensatory time off or carry it forward into the next fiscal year. However, such carry forward may not increase the total compensatory time off hours that may be accrued in that next fiscal year.
- (c) The Agency may unilaterally schedule up to forty (40) hours of accrued but unused compensatory time off carried forward per employee per fiscal year after prior notice of at least five (5) working days to the affected employee. This provision shall not apply to compensatory time off accrued within the last two (2) months of the previous fiscal year.

Employees may accrue up to eighty (80) hours of compensatory time off.

**Section 4.** When feasible, the Agency shall give notice of any overtime to be worked. No overtime is to be worked without the prior authorization of the employee's immediate supervisor.

**Section 5.** No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1 ½) or to effect a pyramiding of overtime and any form of premium pay.

**Section 6. FLSA-Exempt Overtime Compensation.**

- (a) Employees occupying positions which have been determined by the Agency to be executive, administrative or professional as defined by the Fair Labor Standards Act

- shall receive time off for authorized time worked in excess of forty (40) hours in a workweek.
- (b) The rate of compensation shall be one (1) hour off for one (1) hour of overtime worked. Time off shall be used within the fiscal year earned or shall be lost. The scheduling of time off shall be consistent with provisions for requesting accrued leave time or Agency practice whichever is applicable.
  - (c) Nothing in this article modifies, amends or eliminates any specific language in any agreement or Agency practice to modify an employee's work schedule during the same workweek in which authorized overtime is worked.

## **ARTICLE 28 - DISCIPLINE AND DISCHARGE**

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**Section 1.** The principles of progressive discipline shall be used when appropriate. Discipline shall include, but not be limited to: written reprimands; reduction in pay\*, demotion, suspension without pay\*; and dismissal. No regular status employee shall be disciplined without just cause.

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

**Section 2.**

- (a) Discharge of a regular status employee may be appealed by the employee or Union to step 3 of the grievance procedure. The employee or Union may appeal the discharge by completing the Official Grievance Form and sending it to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days from the effective date of the discharge.
- (b) Written reprimands, pay reductions, demotions or suspensions without pay may be appealed by the employee or Union to step 2 of the grievance procedure. The employee or Union may appeal the action by completing the Official Grievance Form and sending it to the Agency Head or designee within fifteen (15) calendar days from the effective date of the action. Any further appeal shall follow the steps and time frames stated in Article 29 (Grievance Procedure).

**Section 3. Dismissal, Salary Reduction, Suspension Without Pay, Demotion, Written Reprimands.**

- (a) **Pre-dismissal.** A written notice shall be given to a regular status employee against whom a charge which may be cause for discharge, is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be discharged. 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 Head or designee, the employee may be suspended with or without pay or allowed to continue work as specified in the pre-dismissal notice.
- (b) A regular status employee reduced in pay, suspended without pay or demoted shall receive written notice of the discipline with the specific charges and facts supporting the discipline.
- (c) The Agency shall make a good faith effort to include the following statement on all written notices referred to in subparts (a) and (b) above:

*"If you choose to contest this action you have a right to be represented by  
AFSCME Council 75 and you must file an appeal within the time limits*



*specified in Article 28 – Discipline and Discharge and Article 29 - Grievance Procedure.”*

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

**Section 4.** The Agency shall not formally discipline an employee in front of other bargaining unit employees or the public. For the purposes of this Section, stewards and/or officers of the Union who are acting in a representational role shall not be included in the intended definition of other bargaining unit employees or the public.

**Section 5.** Upon request, an employee shall have the right to Union representation during an investigatory interview that the employee reasonably believes will result in disciplinary action. Obtaining Union representation shall not cause an undue delay.

## **ARTICLE 29 - GRIEVANCE PROCEDURE**

**Section 1.** Grievances shall be defined as acts, omissions, applications or interpretations alleged to be violations of this Agreement.

**Section 2.** It is the intent of the Employer, Agency and Union to resolve employee grievances by informal methods if possible. However, such informal methods do not supersede the timeline requirements outlined in this Article except by mutual agreement pursuant to Section 7 of this Article. If the employee or Union desire a formal resolution of any grievance as defined in Section 1 of this Article, except for exclusions stated in Section 4, such grievances shall be processed as provided in Section 5 of this Article.

**Section 3.** Group Grievances. All group grievances, which are defined as involving two (2) or more immediate supervisors and involve subject matter that is beyond the authority of the immediate supervisor to resolve, shall be filed at step 2 within the time limits outlined for that step. Group grievances will be filed using the Official AFSCME Grievance Form (Attachment A).

**Section 4.** All grievances shall be processed in accordance with this Article and it shall be the sole and exclusive method for resolving grievances, except for the following articles:

- Article 2 (Recognition)
- Article 12 (Equal Employment Opportunity, Affirmative Action, and Discrimination)
- Article 22 (Classification/Classification Changes)

**Section 5.**

Grievances shall be initially filed within, either, thirty (30) calendar days for step 1 or fifteen (15) calendar days for step 2, of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance.

Grievances shall be reduced to writing, stating the specific Article(s) alleged to have been violated and clear explanation of the alleged violation, sufficient to allow processing of the grievance. Grievances shall be filed through the appropriate steps of this procedure on the form identified as the Official AFSCME Grievance Form (Attachment A).

Except as noted in Section 4 of this Article, the following steps shall be used to process grievances:

<b>TIME TO FILE: Thirty (30) calendar days for initial filing at Step 1 &amp; fifteen (15) days at Step 2</b>	
<b>PLACE TO FILE</b>	<b>TYPE OF GRIEVANCE</b>
<b>IMMEDIATE SUPERVISOR (Step 1)</b>	<ul style="list-style-type: none"><li>• All other grievances/contract violations</li></ul>
<b>AGENCY HEAD (Step 2)</b>	<ul style="list-style-type: none"><li>• Article 28-Discipline and Discharge</li><li>• Article 12-Equal Employment Opportunity, Affirmative Action, and Discrimination</li><li>• Article 22-Classification/Classification Changes</li><li>• Article 29, Section 3 -Group Grievances</li></ul>

- **Step 1. Immediate Supervisor.** The employee, with or without Union representation, shall, within thirty (30) calendar days of the alleged violation of the Agreement, file a written grievance with their immediate supervisor. The supervisor shall respond in writing to the grievance within fifteen (15) calendar days from the receipt of the grievance. Grievances shall be submitted using the Official AFSCME Grievance Form (Attachment A).
- **Step 2. Agency Head.** If the grievance is not resolved at step 1, the employee or Union may appeal the grievance in writing to the Agency Head or designee within fifteen (15) calendar days after the response is required from step 1. The Agency Head or designee shall respond within fifteen (15) calendar days from the date of receipt of the grievance.
- **Step 3. DAS Labor Relations Unit.** If the grievance is not resolved at step 2, the employee or Union may appeal the grievance in writing within fifteen (15) calendar days to the Department of Administrative Services Labor Relations Unit. The Department shall respond within fifteen (15) calendar days from the date of receipt of the grievance.

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

- **Step 4. Arbitration.** Grievances which are not resolved at step 3 may be appealed by the Union to arbitration. To be valid, an arbitration request must be in writing and sent to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days from the date of response from the Department of Administrative Services. Failure to file for arbitration within the fifteen (15) calendar day period shall constitute forfeiture of claim and the case shall be considered closed by the parties.

If the grievance is submitted for arbitration, the Employer and Union will meet to attempt to formulate a submission agreement to be sent to the arbitrator.

**Section 6.** Neither the employee nor the Union shall expand upon the original elements and substance of the written grievance.

**Section 7.** Time limits may be extended by mutual agreement of the parties confirmed in writing.

**Section 8.** Failure of an employee or the Union on behalf of the employee to comply with the time limits outlined above shall constitute abandonment of the grievance.

**Section 9.** Once an employee files a grievance, the employee shall not be required to discuss the subject matter of the grievance without representation of the Union.

**Section 10.** In the event that arbitration becomes necessary, the Employer and Union will select an arbitrator in the following manner:

- (a) The Employer and Union may mutually select an arbitrator, or,
- (b) If the parties do not mutually select an arbitrator, then they shall obtain a list of seven (7) qualified Oregon only arbitrators from the Employment Relations Board and select one (1) arbitrator from the list alternately striking names, with the moving party striking first, until one (1) name remains on the list. The name remaining on the list shall be accepted as the arbitrator.

**Section 11.** The parties agree that the arbitrator's decision or award shall be final and binding on 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 the 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 12.** The arbitrator's fees and expenses shall be equally split by the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**Section 13.** Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either the Department of Administrative Services or the Union may request mediation of the grievance. If agreed by both parties, mediation will be scheduled and conducted by the Employment Relations Board. Mediation shall not be considered a mandatory step of the grievance procedure.

**Section 14.** If, at any step of the grievance procedure, the Employer or Agency fails to issue a response within the specified time limits set forth in the Agreement, the grievance shall be automatically advanced to the next step of the grievance procedure unless withdrawn by the employee or Union. In no case, however, will a grievance automatically advance to arbitration. If the employee or Union fail to meet time limits specified herein, the grievance will be considered withdrawn and cannot be resubmitted.

## **ARTICLE 30 - HOLIDAYS**

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

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

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

**Section 2.** Full-time employees on pay status, at least one-half (1/2) the work day before and one-half (1/2) the work day after the recognized holiday, shall be compensated at the straight time rate of pay for eight (8) hours for each recognized holiday listed in Section 1. All part-time and seasonal employees on pay status, at least one-half (1/2) the last scheduled work day before and one-half (1/2) the first scheduled work day after a recognized holiday shall be compensated at the straight time rate of pay on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more during the month. This holiday compensation is called holiday pay. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

**Section 3.** Employees required to work on recognized holidays shall be entitled to their holiday pay plus compensatory time off or cash as determined by the employee for all such time worked at the rate of time and one-half (1 ½). 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 ½) in addition to holiday pay.

**Section 4.** In addition to the holidays specified in this Article, all full-time employees shall receive eight (8) hours of paid leave. Part-time employees will receive pro-rated paid leave. This paid leave shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Full-time employees may request the option of using the eight (8) hours of paid leave on the workday before or after Thanksgiving, the workday before or after Christmas, the workday before or after New Year's Day, or when these days are not available to an employee, on another day mutually agreed upon provided such time is taken off within thirty (30) calendar days from the date of accrual stated above.

**Section 5.** During any calendar week involving a holiday, employees whose work schedule is other than a regular five (5) eight (8) hour work schedule and who have the holiday off shall receive eight (8) hours holiday pay and will use accrued vacation, personal leave, compensatory time off or leave without pay to account for a forty (40)-hour work schedule for the workweek.

## **ARTICLE 31 - OTHER LEAVES**

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### **Section 1. Leaves with Pay.**

- (a) **Personal Leave.** After completion of initial trial service in the Agency, full-time employees shall be granted and eligible to use twenty-four (24) hours of personal leave each fiscal year. After completion of trial service, part-time employees shall be granted such leave in a pro-rated amount of twenty-four (24) hours based on the same percentage or fraction of month they are hired to work or is subsequently formally modified, provided it is anticipated that they will work 1040 hours during the fiscal year.  
Should any employee fail to work 1040 hours for the fiscal year, the value of personal leave used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be used by an employee for any purpose he/she desires and may be taken at times mutually agreeable by the immediate supervisor and the employee.
- (b) **Bereavement Leave.** Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of the affected collective bargaining agreements, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. The Agency may request documentation. If additional earned leave is needed, an employee may request to use earned sick leave credits, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. Employees may, with prior authorization, use accrued vacation leave or compensatory time. Regular and Trial Service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must have exhausted all available accumulated leave and qualify to receive hardship leave. For purposes of this Article, "immediate family" shall include the employee's or the employee spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household. Up to eight (8) hours of paid bereavement may be taken for aunt, uncle, niece or nephew.
- (c) **Service with a Jury.** An employee shall be granted leave with pay for jury duty. The supervisor shall request and receive from the employee a copy of the subpoena. The Agency reserves the right to petition for removal of the employee from jury duty if, in the Agency's judgment, the operating requirements of the Agency would be hampered. The employee may keep any money paid by the court for serving on a jury.
- (d) **Military Training Leave.** An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to a leave absence of pay for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any federal fiscal year. If the training time for which the employee is called to active duty is longer than fifteen (15) calendar days, the employee may be paid for the first 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.
- (e) **Test and Interview Leave.** Upon written request to the supervisor, an employee will be allowed paid leave up to four (4) hours per month up to a total of sixteen (16) hours per calendar year to interview for Agency and State Agencies employment opportunities.

Authorization for this leave shall not be withheld unless the supervisor determines that use of such leave would handicap operating requirements. The employee shall not be eligible for any travel expenses or overtime pay.

## **Section 2. Leaves Without Pay.**

- (a) **Military Leave Without Pay.** An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed services of the United States. He/she shall, upon honorable discharge from such service, be returned to a position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights.

Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty.

Military leaves of absence without pay shall be granted in compliance with the Veteran's Reemployment Rights Law, Title 38 USC Chapter 43. However, such reduction in pay 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.

- (b) **Court Appearance Leave Without Pay.** An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff, defendant or witness in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. Such leave shall be granted only after exhaustion of the employee's accrued vacation leave and personal leave. However, such reduction in salary will not be made for an FLSA-exempt employee to testify in a court or at a deposition except for full workweek increments where such testimony causes an absence of one (1) or more full workweeks.
- (c) **Leave Without Pay/Educational Leave Without Pay.** In instances where the work of the Agency will not be adversely affected by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Agency approval.
- (d) **Unauthorized Absence.** Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay. Any employee who absents himself/herself for three (3) consecutive workdays without authorized leave shall be deemed to have resigned and shall be considered a voluntary separation from state service. Such absences may be covered, however, by a subsequent grant of leave with or without pay when extenuating circumstances are found to have existed.
- (e) **FMLA/OFLA.** Leave without pay shall be granted after exhaustion of other leaves in accordance with FMLA and OFLA.

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## **ARTICLE 32 - VACATION LEAVE**

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### **Section 1. Vacation Leave.**

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

<b>Length of State Service:</b>	<b>Vacation Accrual Rate:</b>
After six months (minimum 1,040 hours) (a) through 5 <sup>th</sup> year; (b) 5 <sup>th</sup> annual season; or, (c) 60 <sup>th</sup> month	12 workdays for each 12 full calendar months of service (8 hours per month)
After (a) 5 <sup>th</sup> year through 10 <sup>th</sup> year; (b) 5 <sup>th</sup> annual season through 10 <sup>th</sup> annual season; or, (c) 61 <sup>st</sup> month through 120 <sup>th</sup> month	15 workdays for each 12 full calendar months of service (10 hours per month)
After (a) 10 <sup>th</sup> year through 15 <sup>th</sup> year; (b) 10 <sup>th</sup> annual season through 15 <sup>th</sup> annual season; or, (c) 121 <sup>st</sup> month through 180 <sup>th</sup> month	18 workdays for each 12 full calendar months of service (12 hours per month)
After (a) 15 <sup>th</sup> year through 20 <sup>th</sup> year; (b) 15 <sup>th</sup> annual season through 20 <sup>th</sup> annual season; or, (c) 181 <sup>st</sup> month through 240 <sup>th</sup> month.	21 workdays for each 12 full calendar months of service (14 hours per month)
After (a) 20 <sup>th</sup> year; (b) 20 <sup>th</sup> annual season; or, (c) 240 <sup>th</sup> month	24 workdays for each 12 full calendar months of service (16 hours per month)
After (a) 25 <sup>th</sup> year; (b) 25 <sup>th</sup> annual season; or (c) 300 <sup>th</sup> month	27 workdays for each 12 full calendar months of service (18 hours per month)

Employees working less than a full month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more that month. If an employee has a break in service and that break in service does not exceed two (2) years, or two (2) seasons for a seasonal employee, the employee shall be given credit for the time worked prior to the break in service for purposes of determining the level of accrual. Seasonal employees may not be credited with more than one (1) season during a calendar year.

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

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

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

If an employee has a break in service and that break does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break in service except for periods of leave without pay of fifteen (15) days or more.

**Section 4. Termination Vacation Pay.**

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

**Section 5. Basis of Compensation for Vacation Leave.**

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

**Section 6. Vacation Leave Payment.**

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

**Section 7. Scheduling of Vacation Leave.**

Vacations shall be scheduled on a first-come first-serve basis. Such time off shall be prior authorized in writing on the authorized Agency form and shall be mutually agreeable to the immediate supervisor and the employee consistent with the operating needs of the Agency.

**Section 8. Cancelled Vacations.**

If the Agency cancels an approved vacation within one hundred and twenty (120) days of the approved vacation and the employee loses unrecoverable deposits as a result of the cancellation, the Agency shall reimburse the employee for his/her loss. The Agency may require written proof of unrecoverable deposits.

**Section 9. Vacation Accrual.**

Vacation hours may accumulate to a maximum of three hundred and twenty-five (325) hours. However, in the event of separation from State service or layoff any unused accrued vacation hours of up to two hundred and fifty (250) hours will be paid to the employee.

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**ARTICLE 33 - SCHEDULING OF COMPENSATORY TIME OFF**

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Subject to the operating requirements of the Agency and in advance of the requested time off, an employee shall have his/her choice of scheduling compensatory time off. Employees shall follow Section 7 of Article 32 (Vacation Leave) for the procedures to schedule compensatory time off.

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**ARTICLE 34 - SICK LEAVE**

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**Section 1. Accrual Rate of Sick Leave with Pay Credits.**

Employees shall accrue eight (8) hours of sick leave with pay credits for each full month worked. Employees who work less than a full month but at least thirty two (32) hours per month shall accrue sick leave with pay on a pro rata basis.

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

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

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

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

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

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, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee's or the employee's spouse. The employee has the duty to insure that he/she makes other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care.

**Section 5. Request for Additional Time Off.**

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

**Section 6. Physician or Practitioner Certification of Illness or Injury.**

Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of five (5) consecutive days and/or if the Agency has reasonable grounds to suspect that the employee is abusing sick leave privileges or in verification of a disability. The Agency may also require such

certificate from the employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be cancelled and the employee may be disciplined pursuant to Article 28 (Discipline/Discharge).

**Section 7. Request for Additional Time Off-Job Incurred Illness or Injury.**

After earned sick leave has been exhausted and the employee has the opportunity to exercise the option of using vacation leave or compensatory time off as outlined in Article 37 (Workers Compensation), the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which terminates upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of that position.

**Section 8. Loss of Sick Leave With Pay on Termination.**

No compensation for accrued sick leave shall be allowed to an employee who is separated from the service.

**Section 9. Transfer of Sick Leave Hours.**

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.

**Section 10. 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.

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## **ARTICLE 35 - DONATED LEAVE**

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**Section 1.** This Article shall apply for the purpose of allowing employees to donate accrued vacation leave or compensatory time for use by eligible employees as sick leave. The Agency will allow Agency employees to make donations of accrued vacation leave or compensatory time, not to exceed the hours necessary to cover for the qualifying absence as provided in this Article, to a co-worker in the Agency.

**Section 2.** For purposes of this Agreement, donated leave donations will be administered under the following stipulations and terms of this Agreement and shall be strictly enforced with no exceptions:

- (a) The recipient and donor must be regular status employees of the Agency.
- (b) The Employer and the Agency shall not assume any tax liabilities that would otherwise accrue to this employee.
- (c) Use of donated leave shall be consistent with those provisions found in Article 34 (Sick Leave).
- (d) Applications for donated leave shall be in writing and sent to the Agency's Human Resources Manager and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least fifteen (15) days following the donee's projected exhausting of the accrued leave and the total leave is at least thirty (30) days. Donated leave may be used intermittently.
- (e) Donations shall be credited at the recipient's current regular hourly rate of pay. Donations shall be used to reimburse the Agency for insurance contributions made to pursuant to Article 17 (Insurance) unless health insurance payments are mandated under the Family Medical Leave Act.
- (f) Employees otherwise eligible for or receiving workers compensation, PERS retirement benefits or on parental leave will not be considered eligible to receive donations under this Agreement.



**Section 3.** 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.

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## **ARTICLE 36 - TRAVEL, MILEAGE AND MOVING EXPENSES**

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**Section 1.** Travel and mileage reimbursement rates and conditions shall be established in the current Department of Administrative Services Travel Policy. Changes in this policy will be automatically incorporated into this Article.

**Section 2.** Moving expenses reimbursement shall be consistent with Department of Administrative Services Human Resources Services Division Policy 40.055.10. Changes in this policy will be automatically incorporated into this Article.

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## **ARTICLE 37 - WORKERS COMPENSATION**

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

Should an employee who has exhausted earned sick leave elect to use accrued vacation leave or accrued compensatory time off during a period of which Workers Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave or against accrued compensatory time off.

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## **ARTICLE 38 - SUCCESSOR NEGOTIATIONS**

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**Section 1.** If either party desires to modify the Agreement, they shall notify the other party in writing no less than one hundred and eighty (180) calendar days before the termination of the Agreement.

**Section 2.** The matter of paid or unpaid time for negotiations shall be discussed as part of the ground rules for the successor negotiations.

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## **ARTICLE 39 - FILLING OF VACANCIES**

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**Section 1.** When the Agency chooses to fill a vacant Agency bargaining unit position, the Agency will post the vacancy by electronic email and Agency website for no less than ten (10) calendar days, except internal postings which will be posted by electronic email for no less than ten (10) calendar days. The Agency will determine the manner, method of selection and determine the individual to fill the vacancy.

**Section 2.** An Agency employee who applies for a vacant bargaining unit position will be interviewed if the employee has passed the qualifying examination for the vacant position and is active on the appropriate qualifying list.

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## **ARTICLE 40 - LABOR/MANAGEMENT COMMITTEE**

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**Section 1.** The parties agree to establish a Labor/Management Committee, in order to facilitate communication and to promote cooperative employer-employee relations. The Committee will have three (3) employees from the bargaining unit appointed by the Union and three (3) Agency management employees unless the parties agree otherwise. The Committee will meet at least quarterly or as necessary upon mutual agreement. Representatives from the

Employer and Union, including staff from the DAS Labor Relations Unit and AFSCME Local 2238, or other individuals may be invited to attend Committee meetings and/or provide information and/or assistance to the Committee.

**Section 2.** Committee members will be on pay status during the time spent in committee meetings. The Agency shall not suffer any overtime liability as a result of committee meetings.

**Section 3.** The committee shall not have the authority to negotiate changes to working conditions, negotiate any letters of agreement, violate the terms and conditions of this Agreement or resolve issues or disputes concerning the implementation of this Agreement, including but not limited to grievances or unfair labor practice complaints.

**Section 4.** The Committee shall be empowered to make joint recommendations on issues that are brought to it. The Committee's recommendations will be submitted in writing to the Agency Director. The Agency Director will provide a written response to the Committee.

**Section 5.** The Committee shall develop a Charter.

**Section 6.** At the conclusion of each calendar year, the parties shall discuss the Labor/Management Committee concept and shall review any needed changes in the Charter for future success of the Committee.

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## ARTICLE 41 - TERM OF AGREEMENT

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

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## ARTICLE 42 - SAFETY AND HEALTH

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**Section 1.** The Agency agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act.

**Section 2.** When the Oregon Safe Employment Act requires protective clothing or safety devices to carry out assigned duties, such clothing or devices shall be provided by the Agency. Where provided, such clothing and devices must be used. Such clothing and devices shall remain the Agency's property and shall be returned to the Agency upon termination of employment.

**Section 3.** If an employee believes that an assigned duty, vehicle, or equipment is unsafe under Oregon Safe Employment Act standards and for that reason refuses to perform the duty or use the vehicle or equipment, the employee shall immediately give the specific reason(s) on which the belief is based to the employee's supervisor. If that supervisor is not available, the reason(s) shall be given to the next higher level of authority. The employee will provide the supervisor or higher level of authority with a written explanation of the reason(s) as soon as practical, but no later than by the end of the employee's shift. If the supervisor or higher level of authority disagrees with the employee's claim, the supervisor or higher level of authority will request a determination by the Oregon Occupational Safety and Health Division (OR-OSHA), as to whether the duty, vehicle, or equipment is safe or unsafe.

**Section 4.** Pending the determination provided for in Section 3, the employee may, at the Agency's sole discretion, be given another vehicle, equipment or other suitable work. If no other vehicle, equipment or suitable work is available, the employee may, at the Agency's sole discretion, be sent home. Time lost by the employee as a result of refusal to perform work or use a vehicle or equipment on the grounds that it is unsafe under Oregon Safe Employment Act standards shall only be paid by the Agency if the employee's claim is upheld by OR-OSHA.

**Section 5. Rain Gear for Field Employees.** The Agency shall offset the cost of rain gear for employees whose duties require fieldwork, subject to the following:

1. The Agency shall reimburse field employees fifty percent (50%) or up to one-hundred dollars (\$100.00), whichever is less, for approved rain gear as determined by the Agency. This reimbursement is per biennium.
2. Rain gear includes wet-weather jackets, pants, and/or boots.

3. Reimbursements of necessary rain gear shall be approved in advance through an employee's immediate supervisor. All reimbursements must be submitted on a travel reimbursement form with receipt of purchase.
4. General maintenance of the rain gear shall be the responsibility of the employee.

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## **ARTICLE 43 - TEMPORARY INTERRUPTION OF EMPLOYMENT**

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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.

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## **ARTICLE 44 - INCLEMENT CONDITIONS**

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### **Section 1.**

- (a) The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1<sup>st</sup> of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).
- (b) Where the Employer/Agency has announced a delayed opening pursuant to Section (1a), employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, he/she may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.

**Section 2.** When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift the following applies:

- (a) **FLSA Non-Exempt Employees.** Non-exempt employees shall not be paid for the period of the closure. However, employees shall be allowed to use accrued vacation, compensatory time off, personal leave or approved leave without pay for the absence(s).  
A non-exempt employee arriving at work after the Employer/Agency has announced a closure or curtailment of operations may be directed to leave work and if so directed shall not be paid for the remainder of the shift unless utilizing accrued leave as described above. An employee who actually begins work shall be entitled to pay for all actual hours worked.
- (b) **FLSA Exempt Employees.** The exempt employee shall be paid for the work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one or more full workweek(s).

**Section 3.** When in the judgment of the Employer/Agency, inclement weather or weather-related hazardous conditions require the closing of the work place following the beginning of an employee's work shift, the employee shall be paid for the remainder of his/her work shift.

**Section 4. Alternate Work Sites.** Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked.

**Section 5. Late or Unable to Report.** Where the Agency remains open and an employee notifies his/her supervisors that he/she is unable to report to work, or will be late, due to inclement weather or weather-related hazardous conditions, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal leave or approved leave without pay.

**Section 6. Employees on Pre-scheduled Leave.** If an employee is on pre-scheduled leave the day of the closure, the employee will be compensated according to the approved leave.

**Section 7. Make-up Time Provisions.** Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Sections 2 and 5 of this Article may make-up part or all of their work time missed during the same workweek. In no instance will time worked during the make-up period result in overtime being charged to the Agency. The Employer/Agency shall not be liable for any penalty or overtime payments when employees are authorized to make up work.

**Section 8.** Employees who are unable to report to work due to inclement weather and/or weather-related hazardous conditions may be allowed to work from home with prior approval of their supervisor.

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## ARTICLE 45 - SEASONAL EMPLOYEES

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**Section 1. Definition.** Positions which occur, terminate, and recur periodically and regularly, regardless of the duration, shall be designated as seasonal positions.

(a) Seasonal employees shall be given notice at the time of hire of the length of the season and the anticipated end of the season.

**Section 2. Trial Service.** Seasonal employees will complete trial service after having served a combination of seasonal periods totaling six (6) full calendar months (a minimum of 1,040 hours).

**Section 3. Merit Increase.** A regular status seasonal employee shall be eligible for a salary increase upon returning in the same classification the next annual season. "Annual season" means a period of twelve (12) months, from the date of hire regardless of the number of individual seasonal appointments during that period.

**Section 4. Layoff.** A regular status seasonal employee laid off prior to the end of the season shall be placed in order of seniority on the Agency layoff list for seasonal reappointment. The eligibility for such seasonal employees shall be canceled at the end of each season.

**Section 5. Recall.** Regular status seasonal employees terminated at the end of the season shall be placed on the recall roster in order of seniority and shall be recalled by the employee's worksite the following season in order of seniority to the extent that work is available to be performed.

**Section 6.** Except as otherwise modified by this Agreement, seasonal employees shall accrue all rights and benefits accrued by full-time or part-time employees, whichever is applicable, during their employment season.

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## ARTICLE 46 - LIMITED DURATION APPOINTMENTS

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**Section 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 for a specific project. Such appointments shall be for a stated period not exceeding two (2) years but shall expire upon the earlier termination of the special study or project. Limited duration appointments may exceed two (2) years by mutual agreement of the parties.

**Section 2.** Persons may be hired as limited duration appointments, for workload purposes, when needed to fill short-term or transitional assignments such as, but not limited to, legislative directive, reorganizations, or unanticipated workload needs. These appointments will not be used in a manner that subverts or circumvents the filling of budgeted positions.

**Section 3.**

- (a) No newly-hired person on a limited duration appointment, pursuant to Section 1, shall be entitled to layoff rights.
- (b) Persons hired on a limited duration appointment, pursuant to Section 2, shall be entitled to layoff rights after eighteen (18) months of employment.
- (c) An Agency employee appointed from regular status to a limited duration appointment shall be entitled to rights under the Article 25 layoff procedure based on the employee's former regular status classification.

**Section 4.** A person accepting a limited duration appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

- (a) That the appointment is of limited duration.
- (b) That the appointment may cease at any time.
- (c) That persons who accept a limited duration appointment who were not formerly regular status Agency employees shall have no layoff rights except as provided in Section 3(b).
- (d) That persons who accept limited duration appointments who were formerly regular status Agency employees are entitled to rights under the Article 25 layoff procedure based on the employee's former regular status classification.
- (e) That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

# **LETTER OF AGREEMENTS**

## **LETTER OF AGREEMENT - Part-Time Employees Health Insurance Subsidy**

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

The Parties agree to the following:

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

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

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.

## **LETTER OF AGREEMENT - Part-Time 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:

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

In addition, 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:

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

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.

# **LETTER OF AGREEMENTS**

## **LETTER OF AGREEMENT - Health Improvement Plan**

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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 - Contracting Out**

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**Section 1.** The Union recognizes that the Employer has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. However, when the contracting out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting out the work in question.

The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. The Employer shall provide the Union with no less than thirty (30) days notice that it intends to request bids or proposals to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall have the opportunity to submit an alternate proposal.

The notification by the Employer to the Union of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to, the total cost savings the Employer anticipates.

Feasibility studies will not be required when:

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

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

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

## **LETTER OF AGREEMENTS**

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

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

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

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

- (a) Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 25, 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 39 (Filling of Vacancies), this Article shall prevail.
- (c) An employee may exercise all applicable rights under Article 25 (Layoff).

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

- (a) The Employer agrees that all AFSCME represented state agencies will conduct a feasibility study in instances of contracting out work performed by bargaining unit employees when contracting out will result in displacement of bargaining unit employees.
- (b) The Parties agree that AFSCME-represented agencies will send directly to AFSCME's Executive Director and to DAS HRSD Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

**Section 6. Review of Contracted Work.** 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.



## **LETTER OF AGREEMENTS**

### **LETTER OF AGREEMENT - Contracting Out Feasibility Study**

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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 the LOA on Contracting Out 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 - Veterans' Preference**

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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 74<sup>th</sup> Oregon Legislative Assembly, 2007 Regular Session, amended [ORS 408.225, 408.230, 408.235](#) and [659A.885](#).

[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 - Alternatives To Layoff**

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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.

## **LETTER OF AGREEMENTS**

- 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.

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### **LETTER OF AGREEMENT - Duration Of Layoff Lists**

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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 25 (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 Lists and Secondary Recall Lists upon execution of the agreement as well as anyone laid off during the term of the 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 AGREEMENTS**

### **LETTER OF AGREEMENT – Step Increases**

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The 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 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 20 (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 - Furlough Days For Seasonal Employees**

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1. This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of State Lands (Agency) and the American Federation of State, County and Municipal Employees Council 75 (Union).
2. The parties agree that the number of hours of mandatory unpaid furlough days for seasonal employees shall be based on their regularly scheduled hours during the months in which they are employed.

### **LETTER OF AGREEMENT – Closure Date Modification**

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This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of State Lands and AFSCME Council 75 Local 2238.

The Department of State Lands is an AFSCME represented unit of employees. SEIU has two separate agencies in this same building. AFSCME bargained an Agency furlough closure date of August 19, 2011 and SEIU bargained an Agency furlough closure date of September 16, 2011. The Agencies in this building would like to close on the same date.

The parties agree that the date for Agency furlough closure date shall be September 16, 2011, not August 19, 2011 as previous agreed to. Thus AFSCME Local 2238, Department of State Lands shall observe September 16, 2011 as the official furlough date.

### **LETTER OF AGREEMENT - Mandatory Unpaid Furlough Time Off**

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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:

## **LETTER OF AGREEMENTS**

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

3. The number of hours of mandatory unpaid furloughs for less than full-time employees shall be prorated based on the employee's regularly scheduled hours within the applicable month.
4.
  - A. Agencies or divisions within an Agency can decide whether to designate 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. The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a forty (40) 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 (2.30%) 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-six hundred and ninety-six dollars (\$2,696) 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(AFSCME Central Table)
      - *(September 16, 2011 is a DSL closure only, in lieu of August 19, 2011)*
    - Friday, October 19, 2012
    - Friday, November 25, 2011
    - Friday, March 23, 2012
    - Friday, May 25, 2012
    - Friday, August 17, 2012

## **LETTER OF AGREEMENTS**

- 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 forty (40) 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 equals less than a scheduled work day.

## **LETTER OF AGREEMENTS**

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 forty (40) 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 needs, 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 forty (40) hour workweek, including mandatory unpaid time off.

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

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)
- 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
- OSH 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)

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

# **LETTER OF AGREEMENTS**

## **LETTER OF AGREEMENT - Mandatory Unpaid Time Off Clarifications For Implementation**

This Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the American Federation of State, County and Municipal Employees, AFSCME Council 75 (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 letter, the employee shall be given the dates in the current and/or next quarter that have been designated as floating mandatory unpaid time off days.

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:

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

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

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

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

Part-time FTE seasonal employee's mandatory unpaid time off obligation is prorated based on the 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,

## **LETTER OF AGREEMENTS**

whichever 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 formula: 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)  $\times 8 = 6.27$  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.

#### **8. 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.

#### **9. 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



## **LETTER OF AGREEMENTS**

supervisor, may be taken during the employee's work week, as long as the work week does not exceed forty (40) 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.]

10. 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.

# LETTER OF AGREEMENTS

## Mandatory Unpaid Time Off Obligation Remaining by Salary Tier

10 Fixed Closures	<b>NEW HIRE Obligation</b> (with Agency Closures and/or Floats)				<b>SEPARATING EMPLOYEE Obligation<sup>4</sup></b> (with Agency Closures and/or Floats)			
	Hire Date	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)	Separation Date <sup>5</sup>	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)
		Hours	Hours	Hours		Hours	Hours	Hours
August <sup>1</sup> 9/16/11	7/1/11-9/16/11	80	96	112	7/1/11-9/15/11	0	0	0
	9/17/11-11/25/11	72	88	104	9/16/11-11/24/11	8	8	8
11/25/11	11/26/11-1/31/12	64	80	96	11/25/11-3/22/12	16	24	24
	2/1/12-3/23/12			88				
3/23/12	3/24/12-5/25/12	56	72	80	3/23/12-5/24/12	24	32	40
5/25/12	5/26/12-6/30/12	48	64	72	5/25/12-8/16/12	32	40	48
	7/1/12-8/17/12	48	56	64				
8/17/12	8/18/12-10/19/12	40	48	56	8/17/12-10/18/12	40	48	56
10/19/12 11/23/12	10/20/12-11/23/12	32	40	48	10/19/12-11/22/12	48	56	64
	11/24/12-1/18/13	24	32	40	11/23/12-1/17/13	56	64	80
1/18/13	1/19/13-3/31/13	16	24 <sup>2</sup>	32 <sup>2</sup>	1/18/13-2/28/13	64	80	96
	4/1/13-4/19/13			24 <sup>2</sup>	3/1/13-3/31/13	80 <sup>6</sup>	96 <sup>6</sup>	112 <sup>6</sup>
	4/20/13-5/24/13			16 <sup>2</sup>	4/1/13-6/30/13	80 <sup>6</sup>	96 <sup>6</sup>	112 <sup>6</sup>
4/19/13 5/24/13	5/25/13-6/30/13	0	0 <sup>3</sup>	0 <sup>3</sup>				

***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:

<sup>1</sup> 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.

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

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

<sup>4</sup> 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.

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

<sup>6</sup> 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.

ATTACHMENT A - OFFICIAL GRIEVANCE FORM



AFSCME LOCAL \_\_\_\_\_

STEP \_\_\_\_\_

## OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ IMMEDIATE SUPERVISOR \_\_\_\_\_

TITLE \_\_\_\_\_

### STATEMENT OF GRIEVANCE:

List applicable violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Adjustment required: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I authorize the A.F.S.C.M.E. Local \_\_\_\_\_ as my representative to act for me in the disposition of this grievance

Date \_\_\_\_\_ Signature of Employee \_\_\_\_\_

Signature of Union Representative \_\_\_\_\_ Title \_\_\_\_\_

Date Presented to Management Representative \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Disposition of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.**

ORIGINAL TO \_\_\_\_\_

COPY \_\_\_\_\_

COPY: LOCAL UNION GRIEVANCE FILE

**NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.**

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES



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**ATTACHMENT B - CLASSIFICATION PLAN WITH SALARY RANGES**

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<b>Class #</b>	<b>Class Title</b>	<b>SR</b>
1215	Accountant 1	21
1216	Accountant 2	23
1217	Accountant 3	27
0210	Accounting Technician 1	13
0211	Accounting Technician 2	17
0212	Accounting Technician 3	19
0107	Administrative Specialist 1	17
0108	Administrative Specialist 2	19
5247	Compliance Specialist 2	25
3820	Environmental Specialist 1	20
0118	Executive Support Specialist 1	17
0119	Executive Support Specialist 2	19
4012	Facility Maintenance Specialist	18
4014	Facility Operation Specialist	24
5641	Fiscal Auditor 1	23
5642	Fiscal Auditor 2	26
1483	Information System Specialist 3	24
1484	Information System Specialist 4	25
1485	Information System Specialist 5	28
1486	Information System Specialist 6	29
1487	Information System Specialist 7	31
8501	Natural Resource Specialist 1	21
8502	Natural Resource Specialist 2	24
8503	Natural Resource Specialist 3	27
8504	Natural Resource Specialist 4	30
0801	Office Coordinator	15
0103	Office Specialist 1	12
0104	Office Specialist 2	15
1524	Paralegal	23
8433	Park Ranger Assistant	12
1098	Planner 3	30
0435	Procurement & Contract Assistant	19
0436	Procurement & Contract Specialist 1	23
0860	Program Analyst 1	23
0861	Program Analyst 2	27
0862	Program Analyst 3	29
0863	Program Analyst 4	31
0812	Program Technician 1	23
0322	Public Service Rep 2	12
1338	Training & Development Specialist 1	23

## ATTACHMENT C - SALARY SCHEDULES

RATES EFFECTIVE THROUGH NOVEMBER 30, 2011									
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
11	1915	1980	2051	2127	2216	2284	2381	2471	2584
12	1980	2051	2127	2216	2284	2381	2471	2584	2696
13	2051	2127	2216	2284	2381	2471	2584	2696	2814
15	2216	2284	2381	2471	2584	2696	2814	2944	3086
17	2381	2471	2584	2696	2814	2944	3086	3233	3385
18	2471	2584	2696	2814	2944	3086	3233	3385	3546
19	2584	2696	2814	2944	3086	3233	3385	3546	3724
20	2696	2814	2944	3086	3233	3385	3546	3724	3903
21	2814	2944	3086	3233	3385	3546	3724	3903	4090
23	3086	3233	3385	3546	3724	3903	4090	4287	4495
24	3233	3385	3546	3724	3903	4090	4287	4495	4715
24I	3257	3412	3573	3739	3914	4099	4291	4493	4705
25	3385	3546	3724	3903	4090	4287	4495	4715	4949
25I	3534	3700	3872	4055	4245	4444	4653	4873	5103
26	3546	3724	3903	4090	4287	4495	4715	4949	5188
27	3724	3903	4090	4287	4495	4715	4949	5188	5441
28I	3945	4133	4325	4529	4742	4966	5199	5443	5698
29	4090	4287	4495	4715	4949	5188	5441	5703	5985
29I	4221	4417	4626	4845	5074	5312	5561	5822	6095
30	4287	4495	4715	4949	5188	5441	5703	5985	6281
31	4495	4715	4949	5188	5441	5703	5985	6281	6592
31I	4674	4892	5124	5364	5617	5883	6158	6445	6745
(The DAS Payroll System calculations for salary steps shall prevail over any printed discrepancy.)									

RATES EFFECTIVE DECEMBER 1, 2011									
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
11	1944	2010	2082	2159	2249	2318	2417	2508	2623
12	2010	2082	2159	2249	2318	2417	2508	2623	2736
13	2082	2159	2249	2318	2417	2508	2623	2736	2856
15	2249	2318	2417	2508	2623	2736	2856	2988	3132
17	2417	2508	2623	2736	2856	2988	3132	3281	3436
18	2508	2623	2736	2856	2988	3132	3281	3436	3599
19	2623	2736	2856	2988	3132	3281	3436	3599	3780
20	2736	2856	2988	3132	3281	3436	3599	3780	3962
21	2856	2988	3132	3281	3436	3599	3780	3962	4151
23	3132	3281	3436	3599	3780	3962	4151	4351	4562
24	3281	3436	3599	3780	3962	4151	4351	4562	4786
24I	3306	3463	3627	3795	3973	4160	4355	4560	4776
25	3436	3599	3780	3962	4151	4351	4562	4786	5023
25I	3587	3756	3930	4116	4309	4511	4723	4946	5180
26	3599	3780	3962	4151	4351	4562	4786	5023	5266
27	3780	3962	4151	4351	4562	4786	5023	5266	5523
28I	4004	4195	4390	4597	4813	5040	5277	5525	5783
29	4151	4351	4562	4786	5023	5266	5523	5789	6075
29I	4284	4483	4695	4918	5150	5392	5644	5909	6186
30	4351	4562	4786	5023	5266	5523	5789	6075	6375
31	4562	4786	5023	5266	5523	5789	6075	6375	6691
31I	4744	4965	5201	5444	5701	5971	6250	6542	6846
(The DAS Payroll System calculations for salary steps shall prevail over any printed discrepancy.)									

## ATTACHMENT C - SALARY SCHEDULES

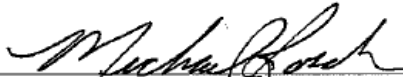
RATES EFFECTIVE DECEMBER 1, 2012									
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
11	1972	2039	2112	2190	2282	2352	2452	2544	2661
12	2039	2112	2190	2282	2352	2452	2544	2661	2776
13	2112	2190	2282	2352	2452	2544	2661	2776	2897
15	2282	2352	2452	2544	2661	2776	2897	3031	3177
17	2452	2544	2661	2776	2897	3031	3177	3329	3486
18	2544	2661	2776	2897	3031	3177	3329	3486	3651
19	2661	2776	2897	3031	3177	3329	3486	3651	3835
20	2776	2897	3031	3177	3329	3486	3651	3835	4019
21	2897	3031	3177	3329	3486	3651	3835	4019	4211
23	3177	3329	3486	3651	3835	4019	4211	4414	4628
24	3329	3486	3651	3835	4019	4211	4414	4628	4855
24I	3354	3513	3680	3850	4031	4220	4418	4626	4845
25	3486	3651	3835	4019	4211	4414	4628	4855	5096
25I	3639	3810	3987	4176	4371	4576	4791	5018	5255
26	3651	3835	4019	4211	4414	4628	4855	5096	5342
27	3835	4019	4211	4414	4628	4855	5096	5342	5603
28I	4062	4256	4454	4664	4883	5113	5354	5605	5867
29	4211	4414	4628	4855	5096	5342	5603	5873	6163
29I	4346	4548	4763	4989	5225	5470	5726	5995	6276
30	4414	4628	4855	5096	5342	5603	5873	6163	6467
31	4628	4855	5096	5342	5603	5873	6163	6467	6788
31I	4813	5037	5276	5523	5784	6058	6341	6637	6945
(The DAS Payroll System calculations for salary steps shall prevail over any printed discrepancy.)									

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Signed this 1<sup>st</sup> day of September, 2011, at Salem, Oregon.




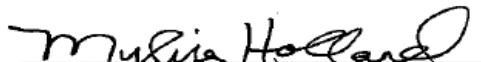
FOR THE  
STATE OF  
OREGON

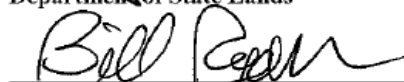
  
Michael Jordan, Chief Executive Officer  
Department of Administrative Services

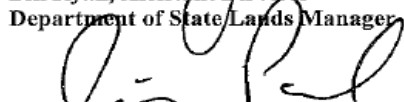
  
Diana Foster, Administrator  
Human Resources Services Division

  
Louise Solliday, Director  
Department of State Lands

  
Susie Hosie, Labor Relations Manager  
DAS Labor Relations Unit

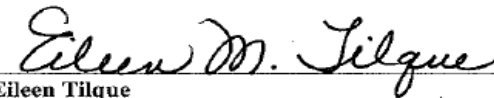
  
Mylisa Holland, Human Resource Manager  
Department of State Lands

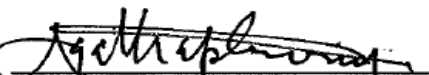
  
Bill Ryan, Assistant Director  
Department of State Lands Manager

  
Jim Paul, Assistant Director  
Department of State Lands Manager



FOR THE AMERICAN  
FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES

  
Eileen Tilque  
AFSCME Council Representative

  
Agathe Brown, Union Bargaining Team

  
Dan Antonson, Union Bargaining Team