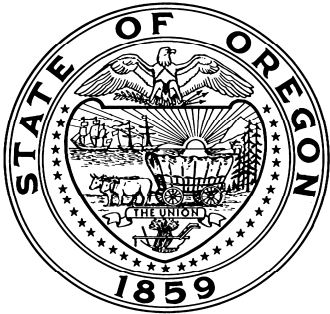


AGREEMENT



BETWEEN
THE

STATE OF OREGON
DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

FOR THE

DEPARTMENT ON PUBLIC SAFETY STANDARDS AND TRAINING

2007-2009

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PREAMBLE

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of Department on Public Safety, Standards and Training (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the "Union"), for the purpose of determining wages, hours, working conditions and other terms and conditions of employment affecting members of the bargaining unit as certified by the Employment Relations Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the State of Oregon, Department on Public Safety Standards and Training, excluding managerial, supervisory, confidential, temporary, and part-time employees working less than thirty-two (32) hours per month and employees in the classification of Agency Program Trainer (C1330) or successor classifications who provide classroom instruction working less than eighty (80) hours per month.

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

This contract incorporates the sole and complete agreement between the Employer and the Union resulting from negotiations pursuant to ORS 243.650 et seq and supercedes all prior contracts. It shall not be modified in whole or in part except by another written instrument duly executed by the parties. (See Letter of Agreement)

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - LAWS, REGULATIONS AND SAVINGS

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

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The Employer and the Union agree to meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time and the proposed modification is a mandatory subject of bargaining, then the provision of Article 24 (Strikes, Lockouts and Picket Lines) shall not apply.

ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

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

Section 2.

All complaints alleging any form of discrimination in violation of this Agreement shall be submitted to the Director or his/her designee within thirty (30) calendar days of the alleged violation. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. If satisfactory solution cannot be reached, the Director or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the Agency to the complainant and the Union. If the complaint is not resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division; except that complaints alleging discrimination because of sexual orientation or political affiliation may be submitted to the Department of Administrative Services, Labor Relations Unit if unresolved by the Agency. Department of Administrative Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the employee and the Union.

ARTICLE 5 - UNION SECURITY

Section 1.

On the first pay period of each month, the Agency shall deduct from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions, pursuant to ORS 292.055, a sum equal to Union dues. This deduction shall begin on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement or until revoked by the employee in writing, whichever is sooner. Employees who revoke their membership will have fair share deducted pursuant to Section 2.

Section 2.

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

The State shall remit a payment for all said deductions to the Union by the 20th of the month after the deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from whom deductions were made.

Section 3.

Dues and payments in lieu of dues for employees working less than full time but not less than thirty-two (32) hours per month will be on a prorated basis as outlined by Union policy. It shall be the responsibility of the Personnel Unit to notify the Union of employees' names and social security numbers working less than full time for purposes of prorating dues or fair share.

Section 4.

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

Section 5.

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it shall pay an amount of money equivalent to regular Union dues to a 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 6.

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

Section 7.

The Union agrees that it will indemnify, defend and save the Employer and the Agency harmless from all suits, actions, proceedings and claims against the Employer and the Agency or person(s) acting on behalf of the Employer and the Agency whether for damage, compensation, reinstatement, or combination thereof arising out of any action taken or not taken by the Employer/Agency for purpose of implementing the provisions of this Article.

Section 8.

Union representatives will be allowed to visit the work areas of the employees during work hours, after advising the Manager or Division Director of the Agency or his/her designee of their presence for the purpose of meeting with employees regarding matters affecting their rights under the collective bargaining agreement. Such visits are not to interfere with the normal flow of work and are to be limited to non-duty time.

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

Section 9.

Upon written request and approval of the Director/Deputy Director or designee, the Union may be allowed the use of the facilities of the Agency for meetings when such facilities are available and the meeting would not interfere with the business of the Agency.

Section 10.

Not more than fifteen (15) minutes shall be granted for the Union representative to make a presentation at the orientation of new employees or meet with a new employee on behalf of the Union for the purpose of identifying the Union's status, organization benefits, facilities, related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes.

Section 11.

The Agency shall continue to provide reasonable bulletin board space for the use of the Union to communicate with represented employees regarding social functions, meetings, elections, Union appointments, and other appropriate labor related information.

Section 12. 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.

ARTICLE 6 - DISCIPLINE, DISCHARGE AND GRIEVANCE PROCEDURE

Section 1.

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

Grievances shall be filed within thirty (30) calendar days of the date the grievant or the Union knows or by reasonable diligence should have known of the alleged grievance. Grievances filed based on alleged violation of Article 11 and only Article 11 shall be filed with the Agency Director or designee within fifteen (15) calendar days of date the official written notification was received by the employee.

Section 2.

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

Section 3. Grievance Steps:

STEP 1. Grievance. Any affected employee may file a grievance within thirty (30) calendar days of the date that the employee knew or should have known of the alleged violation(s). The grievance shall be in writing on an AFSCME Grievance Form and the grievant's immediate excluded supervisor shall meet and respond within fifteen (15) days of receipt of the grievance. The grievance shall include: (a) a statement of the grievance and the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought.

Prior to the supervisor's response, the supervisor shall meet with the grievant and shall respond in writing to the grievance within fifteen (15) calendar days to the employee, with a copy to the Union.

STEP 2. Grievance. If the grievance remains unresolved at the 1st step, the Union may appeal in writing to the Agency Director within fifteen (15) calendar days after the STEP 1 response was due or received. Once the grievance has been filed at

STEP 2, it cannot be expanded. The Director or his/her designee shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

STEP 3. Department of Administrative Services Review. If the grievance remains unresolved at STEP 2, the Union may advance the grievance in writing, with a copy of the written grievance to the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days following date the response at STEP 2 was due or received. The Department of Administrative Services shall respond within fifteen (15) calendar days following receipt of this STEP 3 appeal to the Department of Administrative Services.

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

STEP 4. Submission to Arbitration. If the grievance is unresolved following Department of Administrative Services review, the Union may submit in writing the grievance to arbitration. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services within fifteen (15) calendar days after the STEP 3 response was due or received.

Section 4. Selection of the Arbitrator.

In the event that arbitration becomes necessary the Union will request within fifteen (15) calendar days from the date the STEP 3 response was due or received, a list of the names of five (5) qualified arbitrators from the Employment Relations Board, and contact the Employer to strike names within fifteen (15) working days. Within ten (10) working days, the parties will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall serve as the arbitrator. Either party may request the arbitrator provide available dates to both parties. Within ten (10) working days of receipt of the available dates, the parties shall select a mutually agreeable date and shall inform the arbitrator. If the parties are unable to agree on dates, the arbitrator has the authority to schedule the hearing from any additional available dates.

Section 5. Arbitrator's Authority.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay, or to mitigate the penalty as equity suggests under the facts. The arbitrator shall issue his/her decision or award within thirty (30) calendar days of the closing of the hearing record.

Section 6. Expenses of Arbitration.

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 divided as in the arbitrator's judgment as equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 7. Mediation.

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

Section 8. Discipline and Discharge.

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

B. An employee reduced in pay, demoted, suspended or dismissed shall receive written notice of the discipline and of the specific charges supporting the discipline. An FLSA-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and the specific charges supporting the discipline. An FLSA-exempt employee demoted or suspended consistent with the salary basis requirements of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion, suspension or dismissal of a regular status employee may be appealed directly to STEP 2 of the Grievance Procedure and must be within fifteen (15) calendar days from the effective date of the action.

C. Where discharge may be contemplated, a written pre-dismissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency's Director at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have a Union Representative present. At the discretion of the Agency Director, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the pre-dismissal notice.

Section 9.

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

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

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

ARTICLE 7 - PERSONNEL RECORDS

Section 1.

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

Section 2.

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

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

If an employee is not available within a reasonable period of time to sign the material or the employee refuses to sign the material, the Agency may place the material in the 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. A copy will also be mailed to the Union.

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 in writing an explanation or opinion regarding the prepared material. This shall be included as part of the personnel record until the material is removed.

Section 4.

An employee may include in the personnel file copies of any relevant material the employee wishes such as letters of favorable comment, licenses, certificates, college course credits, or any other material which reflects creditably on the employee for a minimum of three (3) years. When the material is purged, it shall be returned to the employee if the employee is still employed with the Agency.

Section 5.

Record of disciplinary actions shall be removed three (3) years after the effective date of the action, unless the discipline establishes, or management determines, that an earlier date is appropriate, provided no incident of a similar nature has been documented in the intervening time. Alternatively, an employee may petition the

Agency Director to have a written reprimand removed from their file after twenty-four (24) months, provided the employee has received no further discipline of a similar nature. Any period on leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave. Employees may only file a grievance if the Employer refuses to remove the materials. After three (3) years the material shall be removed from the employee's file and given to the employee.

Section 6.

An employee may, upon written request, obtain a copy of the contents of his/her personnel file, excluding prohibited material.

ARTICLE 8 - FILLING OF VACANCIES

Section 1.

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

The Agency advocates promotion of its employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

The Agency will determine whether a vacancy is to be filled and the method/means to fill that vacancy. The Agency will appoint the individual of their choosing. Employees who are in rank order on the list and employed by the Agency shall be offered an interview. An employee desiring a lateral transfer shall submit a written request to the Personnel Office for the specific bargaining unit vacancy the agency intends to fill. The employee shall be offered an interview along with other applicants.

Section 2.

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

Section 3.

Employees will be notified of all Agency vacancies to be filled through manual and/or mechanical posting within the Agency. The notification of the vacant bargaining unit position must be posted at least ten (10) working days before the close date.

ARTICLE 9 - TRIAL SERVICE

Section 1.

All employees appointed to a position shall serve an initial trial service period with the Agency of six (6) months.

An employee's trial service period may be extended in instances where an employee has leave without pay for fifteen (15) consecutive days or more. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

During the trial service period, the employee may use accrued times such as vacation, compensatory time, personal business leave, or sick leave if it is on the books after having transferred from another agency.

Where a performance deficit requires additional training time, the Agency may extend trial service by written notice to the employee. The Union will be notified of the extension by copy of the extension letter.

Section 2.

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

If such employee was previously a regular status employee in another bargaining unit position in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former classification unless charges are filed and he/she is discharged as provided in Article 6 (Discipline and Discharge).

Section 3.

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

Section 4.

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

ARTICLE 10 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification

A. When an employee is assigned, in writing, by the Agency for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) consecutive 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.

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

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 of the position, the employee shall be reclassified.

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

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

Section 2. Revision of Classification Series

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

Section 3. Reclassification Procedure

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

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

Section 4. Upward Reclassification.

When a position is reclassified upward, a regular incumbent shall be continued in the position. They shall be advanced to the higher class with the same status held in the lower class if they meet minimum experience and training requirements. When a position is reclassified upward and the incumbent does not have regular status, the incumbent will serve a trial service period beginning with the effective date of the reclassification at the higher classification.

Section 5. Pay for Upward Reclassification.

Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then the next higher step in the new salary range. In no case shall it exceed the new salary range maximum.

Section 6. Pay Date of Upward Reclassification.

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

B. The employee does not retain the old eligibility date but rather will be eligible for salary increases the first of the month following twelve (12) months in the new classification.

Section 7. Pay for Upward Reclassification Denial.

If the findings in Section 3, B indicate reclassification is appropriate but there are no funds available for the reclassification, or if the duties are removed, the employee shall receive work out of classification pay from the first of the month following the month in which the reclassification request was received by the Agency Human Resources Office to the date the duties were removed.

Section 8. Downward Reclassification.

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

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

C. When an employee is reclassified downward and the employee's rate of pay is above the maximum of the new classification, the employee's 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 within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase to the next step within the new salary range. This increase shall not exceed the highest step in the new salary range.

Section 9. Equal Reclassification Rate.

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

Section 10.

A. If an employee's reclassification request is denied pursuant to Section 7 of this Article, or an employee's position is to be reclassified downward pursuant to Section 8 of this Article, the Union may appeal the decision to the Agency Administrator or designated representative within fifteen (15) calendar days after receipt of the Agency's decision. The written appeal must state:

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

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

B. If the Agency's response does not resolve the matter, the Union may, within fifteen (15) calendar days from the date of the Agency response was due or received, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to Section 4 of Article 6 (Discipline, Discharge, and Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Agency's written response in sub (A) of this Section. The appeal must state the following:

The reason(s) why the decision was arbitrary.

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

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

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

ARTICLE 11 - LAYOFF

Section 1.

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

Section 2.

The layoff procedure shall occur in the following manner:

A. The 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 seniority and contractual bumping rights. The Agency shall notify the Union, in writing, of the seniority of all employees in all affected positions. The Agency shall also post a copy of the seniority of all affected positions on employee bulletin board and mail a copy to all employees not having a formal office.

B. Temporary employees working in the classification in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.

C. Employees shall be laid off and seniority calculated within the following separate categories: Permanent full-time positions; Permanent part-time positions. An initial trial service (new to the Agency) employee cannot displace any regular status employee.

D. An employee notified of a pending layoff shall select and prioritize their choice(s) based on the following options and communicate such choice(s) in writing to the Human Resources Director within five (5) calendar days from the date the employee is notified in writing and has a seniority list provided (in hand) to the affected employee. Upon request in writing to the Human Resource Director, employees may be granted an additional five (5) days to provide a response. The request must state the reasons for the extension.

1. The employee may displace an employee in the Agency with the lowest seniority, proceeding upward on the seniority list if necessary, in the same classification for which he/she is qualified. Displacement shall occur first by geographic area, then statewide.

2. The employee may, in descending order of salary range, demote to the lowest seniority position, proceeding upward on the seniority list if necessary, 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. Displacement shall occur first by geographic area, then statewide.

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

E. To be qualified for the options under Sections 2(D)(1) and (2), the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in

the position description within thirty (30) calendar days. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the thirty (30) calendar day time period is for the purposes of orienting an employee to the position, not training the employee to perform the work. Therefore, it is necessary that the employee can perform the duties and responsibilities of the position as determined by the Agency prior to bumping into the position.

The Agency shall place the employee, according to the employee's stated prioritization in 2(D), in the first position that meets the requirements of this Section. If the Agency is unable to place the employee according to their first stated priority, the Agency shall place the employee in their second stated priority according to the requirements of this section. If the Agency is unable to place the employee in either of their first or second stated priorities, then the Agency shall lay off the employee.

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

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

G. Job-Share.

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

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

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

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

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

I. Any employee displaced by another employee exercising options under Sections 2(D)(1) and (2) may also exercise any option under Section 2(D).

J. Grievances for this Article shall be filed with the Agency Director within fifteen (15) calendar days of the date the official written notification was received by the employee.

Section 3.

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

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

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

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

C. Whenever the Leave Without Pay (LWOP) provisions create a tie, the person not taking LWOP is considered senior.

D. If ties still exist, the order of layoff shall be determined by the Agency in such manner as to conserve for the State the services of the most qualified employees.

Section 4.

Any promotional 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. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

Section 5.

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

Section 6. Agency Layoff Lists.

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

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

Section 7. Geographic Area.

A. Willamette Valley (Washington, Multnomah, Clackamas, Marion, Polk, Benton, Lane, Linn, Yamhill)

B. All other counties

Section 8. Recall.

Employees who are on an Agency layoff list and have designated in writing the positions and locations shall be recalled in seniority order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position and who is capable of performing the specific requirements of the position as stated on the position description within thirty (30) calendar days. An employee who is seeking

recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the thirty (30) calendar day time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Agency prior to being recalled to the position.

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

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

If a temporary appointment is necessary and is expected to last longer than ninety (90) days and there is a layoff list for that classification, employees on the layoff list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job does not constitute a right of refusal under this Section. This shall only apply to employees separated from State service. Such employees shall be appointed as a temporary employee, remain on the layoff list, and will not be eligible for any benefits covered under this Agreement.

Section 9. Secondary Recall Rights.

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

B. Definitions.

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

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

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

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

D. Procedures.

1. Placement on the Secondary Recall List.

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

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

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

2. Use of the Secondary Recall List.

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

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

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

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

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

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

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

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

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

Section 10.

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

Section 11.

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

Section 12.

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

Section 13.

A permanent status employee may bump a Limited Duration employee, pursuant to Section 2, and retain their eligibility to be on the Agency Layoff list for recall.

ARTICLE 12 - HOURS OF WORK

Section 1.

The workweek shall begin at 12:01 a.m. Sunday and shall end at 12:00 midnight the following Saturday. The workweek for Fire Training shall begin at 12:01 a.m. Saturday and shall end at 12:00 midnight the following Friday.

The workweek is defined as the fixed and regularly recurring period of one hundred sixty-eight (168) hours during seven (7) consecutive twenty-four (24)-hour periods and the workday is the twenty-four (24)-hour periods commencing at the start of the employee's assigned shift, except alternative work schedules.

Section 2.

- A. A regular work schedule is five (5) consecutive eight (8) hour days.
- B. Alternative work schedules are anything other than five (5) eight (8)-hour days.
- C. Alternative work schedules for a minimum duration may be initiated by the employee or Agency. Such changes may be made upon five (5) calendar days notice, except for emergencies as defined by Agency, and decisions regarding such changes will be based on the operational needs of the Agency. The Supervisor has the authority to waive the five (5) day notice requirements to allow employees and management the flexibility to manage work schedules on a daily basis.

Section 3.

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

working an eight (8)-hour day shall be allowed two (2) rest periods about midway through each four (4)-hour work period.

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

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

Section 4.

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

Employees working less than an eight (8)-hour workday may be granted a meal period as determined by the Agency.

Section 5.

An employee desiring a change in work schedule may request such change to his/her supervisor. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to reporting pay, overtime compensation, and shift differential associated with the request.

Section 6

When the employee is required by the Agency to travel, the actual travel time shall be considered time worked. Where required travel is outside an employee's regular work hours (excluding normal commuting time), the employer may temporarily modify the employee's weekly schedule without daily overtime or schedule change penalty. Where such schedule 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 forth (40) hours in that workweek.

ARTICLE 13 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

- A.** New Year's Day on January 1;
- B.** Martin Luther King, Jr.'s Birthday on the third Monday in January;
- C.** President's Day on the third Monday in February;
- D.** Memorial Day on the last Monday in May;
- E.** Independence Day on July 4;
- F.** Labor Day on the first Monday in September;
- G.** Veterans Day on November 11;
- H.** Thanksgiving Day on the fourth Thursday in November;
- I.** Christmas Day on December 25;
- J.** Every day appointed by the Governor 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, who are in pay status at least one-half (1/2) of the last workday before the holiday and one-half (1/2) of the first workday after the holiday, shall be compensated at the straight time rate for eight (8) hours for each recognized holiday listed in Section 1 provided the employee works thirty-two (32) hours or more within the month. All part-time employees who are in pay status at least one-half (1/2) of the last workday before the holiday and one-half (1/2) of the first workday after the holiday shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more. This holiday compensation is called holiday pay. Recognized holidays which occur during paid vacation or paid sick leave will be charged as a holiday rather than vacation or sick leave.

Section 3.

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

Section 4.

In addition to the holidays specified in this Article, all full-time employees shall receive eight (8) hours of paid leave. Part-time employees will receive prorated paid leave. This paid leave shall be accrued by all employees employed on November 1 of each year.

Employees may request the option of using the eight (8) hours of paid leave on the workday before or after Christmas, the workday before or after New Year's Day, or the work day before or after Thanksgiving the same year, or when these days are not available to an employee, on another day of the employee's choice provided such time is taken off on or before January 3 of the following year.

ARTICLE 14 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.

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

After six (6) months through fifth (5th) year

Twelve (12) workdays for each twelve (12) full months of service (eight (8) hours per month)

After fifth (5th) year through tenth (10th) year

Fifteen (15) workdays for each twelve (12) full months of service (ten (10) hours per month)

After tenth (10 th) year through fifteenth (15 th) year	Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)
After fifteenth (15 th) year through twentieth (20 th) year	Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) hours per month)
After twentieth (20 th) year through 25 th year	Twenty-four (24) workdays for each twelve (12) full months of service (sixteen (16) hours per month)
After 25 th year	Twenty-seven (27) workdays for each twelve (12) full months of service (eighteen (18) hours per month)

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

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

Section 2. 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 Vacation Leave Accrual Level.

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

Section 4. Termination Vacation Pay.

An employee who is laid off or 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. Scheduling of Vacations.

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

Section 6. Vacation Accrual.

An employee shall be allowed to accumulate a maximum of three hundred and twenty-five (325) hours of vacation leave; however, in the event of separation or layoff any unused vacation up to two hundred and fifty (250) hours will be paid to the employee. An employee transferring in from another State agency may transfer up to eighty (80) hours of accrued vacation leave.

Where vacation leave is requested and denied and cannot be scheduled off within thirty (30) days prior to the date the vacation leave would reach two hundred fifty (250) hours and such denial will result in loss of leave, the employee shall be authorized to cash out forty (40) hours of vacation leave accrued.

Section 7.

If the Agency cancels an Agency approved vacation in which unrecoverable deposits have been paid by an employee, the Agency shall reimburse the employee for the deposits. The Agency shall require written proof of unrecoverable deposits.

Section 8.

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

Section 9.

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

ARTICLE 15 - SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits.

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

Section 2. Eligibility for Sick Leave With Pay.

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

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

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

Section 4. Use of Sick Leave With Pay.

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

presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee has the duty to make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) consecutive days, or if the Agency believes that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.

Section 5. Sick Leave With Pay on Termination.

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

Section 6. Restoration of Sick Leave Credits.

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

Section 7. Sick Leave Without Pay.

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

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

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

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

Section 8.

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

Section 9. Family Medical Leave and Oregon Family Medical Leave Acts.

After exhaustion of all sick leave and vacation leave, an employee may retain up to sixteen (16) hours of unused personal business leave, except that use of such leave will be in accordance with Article 16, Section 1A. Whenever possible, this designation shall be made prior to the beginning of the qualifying leave.

ARTICLE 16 - OTHER LEAVES

Section 1. Leaves With Pay.

A. Personal Leave. After completion of initial trial service, all regular, permanent, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. Part-time, job share, and seasonal employees shall be granted twelve (12) hours of personal leave if it is anticipated they will work 1,040 hours for the fiscal year. Should a part-time, job share, or seasonal employee fail to work 1,040 hours for the first fiscal year, the value of personal leave time used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Agency and the employee.

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

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

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

C. Service With A Jury. An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The 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.

D. Court Appearances. When any employee is subpoenaed into court as a witness, all relevant facts relating to the case will be routed, in writing, through the chain-of-command to the Deputy Director or his/her designee for review. If the Agency determines the subject is a public safety issue which falls within the purview of DPSST, the employee will be considered an agent of DPSST. The Agency shall assign the employee to court duty on paid status for the duration of the trial or court proceeding.

Travel expenses will be paid by the agency as provided in Article 23 (Travel and Mileage Allowance), of this Agreement. All additional monies paid to the employee in connection with the appearance will be signed over to DPSST.

If the Agency determines the case is not a public safety issue which falls under the purview of DPSST and the employee is not a plaintiff or defendant, he/she will be granted leave with pay for appearance before a court, legislative committee, or judicial or quasi-judicial body as a witness in response to a valid subpoena for matters related to the employee's officially assigned duties.

E. Military Training Leave. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any federal fiscal year (October 1 through September 30). If the training time for which the employee is called to active duty is longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard.

F. Test and Interview Leave. With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Agency; up to sixteen (16) hours annually with pay shall be allowed for an interview for a position with another State agency or a position within the Agency.

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

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

Section 2. Leaves Without Pay.

A. Military Leave Without Pay. An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. He/she shall, upon honorable discharge from such service, be returned to a position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall

report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43. 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.

B. Court Appearance Leave Without Pay. An employee may request and shall be granted leave without pay or use accrued vacation/compensatory time/personal business leave for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA-exempt employee to testify in 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. Employee Leave. In instances where the work of the Agency will not be handicapped by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Agency approval.

D. Parental Leave. A parent shall be granted a leave of absence for a reasonable period of time, not to exceed twelve (12) weeks to care for a new baby. Dependent upon Agency workload requirements, extensions beyond twelve (12) weeks or alternate work schedules may be arranged by mutual agreement between employee and supervisor. Employees shall be able to use all or part of his/her accumulated leaves which includes: vacation, compensatory time or, consistent with BOLI regulations, sick leave for parental leave.

ARTICLE 17 - PERFORMANCE APPRAISAL

Section 1. Performance Appraisal.

The employee's performance will be rated by his/her immediate excluded supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide his/her comments within thirty (30) calendar days to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

Section 2.

If there are any changes made in the performance appraisal after discussion with and signature by the employee, the revised appraisal will be rediscussed with the employee. The employee shall have the opportunity to comment on and shall sign the revised appraisal. That signature shall only indicate that the employee has read the revised performance appraisal. A copy shall be provided to the employee at this time.

All written comments provided by the employee within thirty (30) days of the evaluation shall be attached to the performance evaluation.

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

Section 3.

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

ARTICLE 18 - SALARY ADMINISTRATION

Section 1. Merit Salary Increase.

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

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

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

Section 2. Salary on Demotion.

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

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

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

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

Section 3. 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.

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

Section 4. Salary on Lateral Transfer.

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

Section 5. Effect of Break in Service.

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

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

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

Section 7. Payday and Pay Advances.

A. All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or Holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. The release day for December's paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

B. Subject to management approval, employees will be allowed one (1) pay advance during their first thirty (30) days of employment.

C. The parties agree that pay advances will be kept to an absolute minimum and are for emergencies within that context, employees may obtain an advance on their salary subject to management's approval. The amount of the request shall not exceed sixty percent (60%) of gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth of the month. If any employee requests more than one (1) pay advance in any twelve (12)-month period, management has the right to deny it, if a valid emergency does not exist.

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

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

ARTICLE 19 - OVERTIME

Section 1.

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

Section 2.

Time worked for the purpose of this Agreement is all hours worked at the regular, straight time rate of pay, as well as holiday pay per Article 13, Section 2, vacation leave and compensatory hours used, and personal leave.

Section 3.

Eligible employees, as defined by FLSA, in the classifications of Public Safety Training Specialist 1 (1347), Program Technicians 1 and 2 (C0812 and C0813) and Public Safety Training Specialist 2 (1348) or their successor classifications, shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of forty (40) hours in any one (1) workweek. Effective October 1, 2001, all other eligible employees, as defined by FLSA, shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for all authorized hours worked in excess of the daily scheduled shift (minimum of eight (8)-hour work day). An employee will receive cash in lieu of accruing compensatory time at the employee's request.

Section 4.

No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2) or to effect "pyramiding" of overtime and penalty payments. "Pyramiding," for the purpose of this Article, shall mean using or "counting" hours paid at time and one-half (1-1/2) toward the FLSA overtime threshold of forty (40) hours in a workweek.

Section 5.

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

Section 6.

An eligible employee may accrue up to eighty (80) hours of compensatory time off. At the discretion of the Agency, accrual above eighty (80) hours may be paid to the employee or, subject to operating requirements of the Agency, scheduled off with mutual agreement of the supervisor and the employee, within thirty (30) days of the excess accrual or permitted to remain on the Agency's official payroll records for a longer period of time and subject to immediate payoff. Subject to management approval, the eighty (80) hour limit may be exceeded, but in no event shall exceed two hundred forty (240) hours.

Section 7.

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 on a first-come, first-served basis. If two (2) or more employees under the same supervisor request the same period of time off on the same day and this conflicts with operating requirements, the employee submitting the first written request shall be granted the time off if the matter cannot be resolved by agreement between the employees concerned. Compensatory time may be taken in time increments of less than eight (8) hours.

Section 8.

Employees in positions which are exempt under FLSA standards shall receive time off for authorized time worked in excess of forty (40) hours per week at the rate of one (1) hour for each hour worked. The maximum amount of compensatory time off that can be accrued is eighty (80) hours. Employees in these positions will have alternative work schedules and will be required to submit a weekly work schedule by the previous Wednesday to his/her supervisor or designee outside the bargaining unit for approval. Schedules will be automatically approved if not denied by the end of the working day the Friday prior to the employee working that schedule. All hours worked in excess of the forty (40) hours shall be subject to prior authorization on a case-by-case basis. Special circumstances may preclude prior authorization. If such occurs, the employee shall inform his/her supervisor the next work day and provide the reason(s) for exceeding the forty (40) hour work week.

Management retains the right to adjust alternative work week schedules within the same workweek for the purpose of leveling the workweek not to exceed forty (40) hours and avoid overtime liability for the affected employees. If it is necessary to adjust an employee's schedule, the supervisor will discuss the change with the employee.

The compensatory time off shall be utilized within the calendar year earned or shall be lost, except when scheduling has been extended by the Agency. Sections 6 and 7 applies when scheduling time off. Employees may request to carry over some or all of the accrued compensatory time, provided the employee submits a plan to use the time prior to March 31 of the next calendar year.

Sections 1-5 of this Article do not apply to employees exempt from FLSA.

ARTICLE 20 - HEALTH AND WELFARE INSURANCE

Section 1.

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

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

Through December 31, 2008, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible full-time employee who has at least eighty (80) paid regular hours in a month:

For plan year January 1, 2009 through December 31, 2009, the Employer will increase its monthly contributions by up to twelve percent (12%) of the actual monthly composite resulting for plan year 2008, should the cost of insurance premiums increase by that amount or more.

Should rates for 2009 exceed the employer contribution, employees may incur out of pocket monthly premium costs. The parties shall jointly petition the Public

Employees Benefit Board to use reserve funding to support a portion of any premium above twelve percent (12%). In the event the premium increase in excess of twelve percent (12%) is not covered by PEBB reserves, the Employer will provide written notice to the Union of the anticipated increases. In that event, the Union may select from one (1) of two (2) options.

- Option 1 – The three and two-tenths percent (3.2%) salary schedule adjustment scheduled for November 1, 2008 shall be reduced by one-quarter percent (0.25%) for each one percent (1%) increase in premiums over twelve percent (12%).
- Option 2 – The salary schedule adjustment scheduled for November 1, 2008 shall be delayed by a period of months identified by the Employer as sufficient to cover the unanticipated increase.

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

ARTICLE 21 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT

Section 1.

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

Section 2.

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

ARTICLE 23 - SALARIES

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

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

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

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

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

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

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

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

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

Section 4.

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

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

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

B. Selective Salary Adjustments: Effective July 1, 2007, the following classifications shall be adjusted as indicated below:

C1347	Public Safety Training Specialist 1	SR 26
C1348	Public Safety Training Specialist 2	SR 30

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

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

C0759	Supply Specialist 2	SR 20
C4110	Grounds Maintenance Worker 2	SR 17
C4116	Laborer/Student Worker	SR 12

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

ARTICLE 24 - STRIKES, LOCKOUTS AND PICKET LINES

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

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

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

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

ARTICLE 25 - LEGISLATIVE ACTION

Section 1.

Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted promptly by the Department of Administrative Services to the Legislative Assembly and both parties shall jointly recommend passage of the funding and statutory changes.

Section 2.

Should the legislature not be in session at the time agreement is reached, the funding provisions of this Agreement shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both parties shall jointly recommend passage.

Section 3.

Should the legislature not be in session at the time agreement is reached, all other legislation necessary for the implementation of this Agreement shall be submitted to the next session (whether regular or special) of the Legislative Assembly.

ARTICLE 26 - SUCCESSOR NEGOTIATIONS

Section 1.

If one of the parties desires to modify the Agreement, either shall notify the other party in writing no later than February 15 of the last year of the Agreement.

Section 2.

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

Section 3.

The Agency will allow up to two (2) employees to attend collective bargaining sessions as members of the Union's negotiating team. If the Agency grows to 159 FTE employees from the date of the signing of this Agreement, the Union shall be allowed a third paid member for the bargaining team. The Employer agrees to grant leave with pay for the affected employees. The Union agrees, as a prior condition to the release of the affected employees from work, to notify the Employer in writing of its members designated as representatives for negotiations. The Employer is not responsible for travel, overtime, per diem, other benefits or compensation beyond that which the employees would have received had the affected employees not attended bargaining sessions.

ARTICLE 27 - TERM OF AGREEMENT

This Agreement shall be in effect July 1, 2007, through June 30, 2009.

ARTICLE 28 - LEADWORK

Section 1.

Leadwork duties shall be formally assigned in writing by the supervisor to employees who are directed to assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; provide informational assessment of workers' performance to supervisor; and orient new employees.

Section 2.

When such leadwork assignments exceed ten (10) consecutive calendar days, the employee shall be compensated for all hours actually worked beginning from the first day of the assignment and for the full period of that particular assignment.

Section 3.

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

Section 4.

Leadwork differential shall not be applied to sick leave, vacation, or any other leave with pay conditions.

Section 5.

Employees shall receive a five percent (5%) differential for work performing assigned leadwork duties over two (2) or more employees for ten (10) consecutive calendar days or more provided the leadwork duties are not included in the classification specification for the employee's position.

ARTICLE 29 - LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose.

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

Section 2. Committee Composition.

The Committee shall be composed of three (3) members appointed by the Union and three (3) members appointed by the Director of the Agency. The Director may serve as an alternate member. Representatives from Department of Administrative Services, the Union, or other individuals may be invited, who may provide information or act as advisors.

Section 3. Meetings and Agenda.

The Labor/Management Committee shall meet as necessary.

Labor/Management Committee meeting agendas shall be prepared in advance. Items for inclusion on an agenda shall be provided to all members at least five (5)

working days in advance of the scheduled meeting. The parties shall attempt to compile a mutually agreeable agenda which will include notice of invited guests. However, if this is not possible, each party may propose up to three (3) items for inclusion on the agenda, one of which is subject to veto by the other party. Vetoed items can be discussed by the Committee and if the Committee agrees, be restored to a future agenda.

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

Section 4. Authority of Committee.

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

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the timeframes of the settlement of disputes procedure Article 6 (Discipline, Discharge and Grievance Procedure).

Section 5. Committee Evaluation and Training.

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

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

ARTICLE 30 - CONTRACTING OUT

Section 1.

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

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

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

Section 2.

The Employer shall evaluate the Union's alternate proposal provided under Section 1. If the Employer's evaluation of the Union's alternate proposal confirms that it would result in providing quality and savings equal to or greater than that identified in the management plan, the Parties will agree in writing to implement the Union proposal.

Section 3.

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

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

Section 4.

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

- a. Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to Article 11, an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or
- b. Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 8, Filling of Vacancies, this Article shall prevail.
- c. An employee may exercise all applicable rights under Article 11, Layoff.

Section 5.

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

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

ARTICLE 31 - UNION STEWARDS

Section 1.

The Union may select, and shall certify in writing to the Agency those employees so designated to act as Union Stewards.

Section 2.

Stewards will be granted reasonable time during regularly scheduled working hours to process and investigate official grievances, documented informal or official, and to represent bargaining unit employees in investigatory interviews, if s/he believes will result in disciplinary action. Such activities shall not unduly retard or interfere with the work and duties of the Steward or employee(s) involved. Only one (1) union Steward will be in pay status for any one (1) grievance. Supervisors may request that Stewards maintain and submit a monthly activity report of work time spent investigating and processing grievances.

No Steward will be granted per diem, transportation costs, overtime, or travel time to process or investigate grievances, or in the representation of bargaining unit employees during investigatory interviews.

ARTICLE 32 - HEALTH AND SAFETY

Section 1.

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

The Department on Public Safety Standards and Training will give serious consideration to safety and health issues/recommendations received from the joint Labor/Management Committee or safety committee.

Section 2.

The Agency shall provide and maintain necessary equipment, as determined by the Agency, and shall make such equipment available to employees required to use such equipment. Protective clothing and safety devices shall remain the property of the Agency and shall be returned to the Agency upon termination of employment.

ARTICLE 33 - EDUCATION, TRAINING AND DEVELOPMENT

Section 1.

Employees who are directed in writing to attend educational courses or training sessions shall have all tuition costs paid and books provided by the Agency.

Section 2.

Employees who are directed to attend job-related training and/or education programs, whether during regular working hours or not, shall have necessary travel expenses paid and the time shall be counted as time worked.

Section 3.

When job-related education and training is requested by an employee and approved in writing by management, the Agency may provide books, pay part or all of the tuition costs, leave and/or necessary travel and mileage expense except as limited by Article 21.

Section 4.

When in the judgment of management it is in the best interest of the State and is consistent with the operating requirements and budgetary constraints of the Agency, the Agency will provide:

1. Developmental assignments and job rotation assignments for employees.
2. Training for employees for the purpose of upward mobility and job enrichment.

Section 5.

Upon employee request, cross-training within same bargaining unit classification may be allowed based on operational workload. Specific terms of the reassignment will depend on individual requests and must be mutually agreed upon by both the employee and supervisor. Agreed upon arrangements may be interrupted and rescheduled, if necessary. Cross-training is developmental and is without additional compensation.

ARTICLE 34 - INCLEMENT CONDITIONS

Section 1.

A. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/ Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the parties Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).

B. Where the Employer/Agency has announced a delayed opening pursuant to Section 1A, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, he/she may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.

Section 2.

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

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

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

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

Section 3.

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

Section 4. Alternate Work Sites.

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

Section 5. Late or Unable to Report.

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

Section 6. Employees on Pre-scheduled Leave.

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

Section 7. Make-up Time Provisions.

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

Employer/Agency shall not be liable for any penalty or overtime payments when employees are authorized to make up work.

Section 8.

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

ARTICLE 35 - POSITION DESCRIPTIONS

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

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

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

ARTICLE 36 - HARDSHIP LEAVE

Section 1.

As used in this Article:

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

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

C. "Prolonged Illness or Injury" means inability to work because of an illness or injury that the treating physician certifies in writing will continue for at least thirty (30) days following a specified date upon which the employee is projected to exhaust all accumulated leave. "Prolonged Illness or Injury" for a family member must be certified in writing by the treating physician.

Section 2.

An employee may make irrevocable donations of accrued vacation leave or compensatory time, in two (2) hour increments, to another employee of the Agency not on initial trial service who has exhausted all accumulated leave while recuperating from a prolonged illness or injury, or attending to a family member recuperating from a prolonged illness or injury. Family members are limited to an employee's spouse, children or stepchildren, parents, grandparents or other legal dependent.

Section 3.

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

Section 4.

Applicants for hardship leave shall apply in writing to Human Resources Division accompanied by the treating physician's written statement certifying that the prolonged illness or injury involved will continue for at least thirty (30) days following a specified date upon which the employee is projected to exhaust all accumulated leave. The statement must include the nature, severity, expected duration of the absence, and the expected frequency of the treatment or absences. The certification must clearly state that the prolonged illness or injury will require the employee to be absent from work from their position.

Section 5.

Upon determination that an employee's request satisfies "prolonged illness or injury" requirements, for eligible employee illness/injury the Agency shall approve one (1) leave totaling not more than sixty (60) work days during the contract term. Such leave may be used intermittently. Approval shall be subject to availability of donations from Agency employees to cover all hardship leave costs. Upon approval by the Agency, the Union will be notified.

Section 6.

Employees on Workers' Compensation or on parental leave shall not be eligible for hardship leave.

Section 7.

The terms of this Article shall be strictly enforced.

Section 8.

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

Section 9.

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

ARTICLE 37 - UNIFORMS

If uniforms are required, the Employer agrees to the following:

1. Provide the required uniforms for employees in the bargaining unit;
2. Repair or replace damaged, worn, and unserviceable uniforms;
3. Provide each employee who is required by management in writing to wear the uniform on a regular basis, forty dollars (\$40.00) per quarter (every three (3) months) for cleaning.
4. The Agency will provide for the dry cleaning of the Training Coordinator's Class A uniforms on a schedule to be determined by Management.

ARTICLE 38 - LIMITED DURATION APPOINTMENT

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 appointment shall be for a stated period not

exceeding two (2) years, unless extended by legislative or Emergency Board action. Such appointments, however, expire upon termination of the special study or projects.

Section 2.

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

B. A person appointed from classified regular status to a limited duration appointment shall be entitled to rights under the layoff procedure in the new agency.

Section 3.

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

1. That the appointment is of limited duration.
2. That the appointment may cease at any time.
3. That persons who accept a limited duration appointment who were formerly classified regular status State employees are entitled to rights under the layoff procedure starting from the prior class.

ARTICLE 39 - DIFFERENTIALS

Section 1. Shift Differential.

All employees who work a regular schedule (including all day Saturday and Sunday), excluding overtime, 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. The differential shall be \$.75 (seventy-five cents) per hour.

Section 2. Bilingual Differential.

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

Section 3. High Work Differential.

When an employee is required to perform work more than twenty (20) feet directly above the ground or water and use of safety ropes, scaffolds, boatswain chairs, or other similar safety devices are required for support, the employee shall receive a high work differential. The differential shall be \$.75 (seventy-five cents) per hour.

**ARTICLE 40 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/
UNDERPAYMENTS**

Section 1. Overpayments.

A. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing

of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

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

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

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

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

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

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

Section 2. Underpayments.

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

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

Section 4. Payroll Reconciliation

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

ARTICLE 41 – CALL BACK COMPENSATION

Section 1.

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

Section 2.

An employee who is called back to work outside his/her regular shift, will receive the appropriate rate of compensation in accordance with this Agreement for hours actually worked; but in no event will the employee be paid less than two (2) hours at the straight time rate of pay.

Section 3.

This provision will not apply when call back results from employee oversight (e.g., taking home necessary keys, equipment). This provision does not prevent the Agency from calling employees for information not requiring call back.

ARTICLE 42 – REPORTING TIME

Section 1.

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

Section 2.

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

Section 3.

When a change in reporting time is requested by an employee and approved by the Agency, reporting time pay and shift differential associated with the changed schedule shall be waived.

ARTICLE 43 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

Section 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 44 – COMMERCIAL DRIVERS LICENSES – DRUG TESTING

The parties agree to the following:

Section 1. Application.

This Agreement covers all AFSCME Local 3955-represented employees who are required to possess a commercial drivers license and perform safety-sensitive functions. This Agreement is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for Commercial Drivers Licenses (CDLs) and applicable law.

Section 2. Implementation.

For purposes of implementing the requirement of a Commercial Drivers License, the Agency will pay costs of the initial physical examinations which are not covered by the employee's insurance, drug and/or alcohol tests, DMV knowledge tests and the license fee for employees initially identified as required to possess a CDL and employed as of the signing of this Agreement. The Agency will not pay these costs for persons requiring the CDL who are hired after the signing of this Agreement. The Agency agrees to pay the renewal fee for required CDLs, and the costs of future physicals required every two (2) years for medical certification purposes under Section 391.45 of the federal regulations.

Section 3. Payment for Testing.

The Agency will pay for random, reasonable suspicion, post-accident and return-to-duty testing. If an employee wants additional tests conducted, the employee must pay for those additional tests. As used herein, a drug test may include both the initial test and confirmation of a single specimen. Testing will be for substances listed in Part 40.21(a).

Section 4. Pre-Employment Testing.

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

- A.** New hire to the Agency, unless the employee meets the requirements outlined in the regulations.
- B.** Return from layoff.
- C.** Promotions, demotions and transfers where the employee moves into a position that requires a CDL.
- D.** Where an employee possesses a CDL and receives a new assignment requiring the possession of a CDL yet does not change positions.

Section 5. Random Test "Pool."

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

Section 6. Consequences of Positive Tests.

After a Medical Review Officer review, when the Agency receives notice of an employee's positive test, the Agency will take one or more of the following actions in addition to removing the employee from safety-sensitive functions.

A. Random, Reasonable Suspicion and Pre-Employment Tests.

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

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

B. Post Accident, Follow-Up and Return-to-Duty Testing. The parties acknowledge that an Agency, at its own discretion, may decide to offer a last chance agreement to an employee as an alternative to termination. However, nothing in this Letter of Agreement shall preclude an Agency from issuing a lesser form of discipline in conjunction with offering a last chance agreement. Last chance agreements will not include blood testing or additional follow-up testing not required by the certified substance abuse.

Section 7. Use of Leaves.

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

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

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

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

Section 8. Refusal to Test.

An employee will be terminated pursuant to the requirements of the CBA.

Section 9. Definition of "Accident" for Purposes of Post-Accident Testing.

The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal Regulations. Post-accident testing shall be limited to the driver of the commercial motor vehicle pursuant to Part 382.303(a) of the Federal Regulations.

Section 10. Status of Person on Return from Layoff.

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

A. Return from Layoff.

1. Alcohol test results of 0.04 or greater or a positive drug test. Upon notice from the employee, the Agency will consider that he/she exercises his/her right of denial or refusal under the CBA and will be removed from the layoff list.

2. Alcohol test results of less than 0.04. The Agency will require that the employee take a subsequent test prior to hire, not sooner than twenty-four (24) hours from the time of the original test. If the subsequent alcohol test is negative, the person will be hired. If the subsequent alcohol test is positive, the employee will notify the Agency that he/she is exercising his/her one right of refusal under the CBA and will be removed from the layoff list.

Section 11. Employees Authorized to Require Reasonable Suspicion Testing.

In addition to supervisors, an AFSCME Local 3955-represented employee may be assigned to determine reasonable suspicion testing of an employee only when:

1. The employee has been formally assigned in writing to perform the responsibilities of a management service position, and,

2. The employee has been trained to determine “reasonable suspicion” in accordance with Federal Regulations covering alcohol and drug testing for commercial drivers, or has received equivalent training from DPSST.

Whenever practicable, the concurrence of two (2) supervisors is necessary to require a reasonable suspicion testing of an employee. If the test results are negative, the Agency may review to determine if the supervisors acted in good faith.

ARTICLE 45 – JOB SHARING

The parties agree to the following provisions, pursuant to ORS 240.13:

Section 1. Job Share Position.

“Job share position” means a full-time position in classified service may be held by more than one (1) individual on a shared time basis whereby individuals holding the position each work less than full-time but not more than full-time combined.

Section 2. Creation of Job Share Position(s).

Job sharing is a voluntary program. The Agency may determine that a position will become a job share position, or any employee who wishes to participate in job sharing may submit a written request to the supervisor to be considered for job share positions. Upon such request, the Agency shall determine if job sharing is appropriate for a specific position and will recruit and select employees for job share positions. Where job sharing is determined appropriate, the Agency agrees to provide notification to all job share applicants of available job positions in their bargaining unit in the Agency.

Section 3. Leave and Holiday Pay.

Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a prorate of hours worked or in paid status in a month during which the employee is in paid status for thirty-two (32) hours or more. Holiday pay shall be in accordance with Article 13 (Holidays). Individual salary review dates will be established for job share employees.

Section 4. Insurance Benefits.

Job sharing employees shall be entitled to share the full Employer paid insurance benefits for one (1) full-time position based on the designated share of the position. The total Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one full-time employee. Each job share employee shall have the right to pay the difference between the Employer paid insurance benefits and the full premium amount through payroll deduction.

Section 5. Job Share Vacancy.

If one (1) job share employee vacates the position, or if a vacancy exists and if the Agency determines that job sharing is not appropriate for the position, or if the Agency is unable to recruit qualified applicants, in the opinion of the Agency, for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the immediate supervisor, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or not acceptable, the employee agrees to resign.

ARTICLE 46 – TEMPORARY INTERRUPTION OF EMPLOYMENT

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

LETTER OF AGREEMENT - PAY LINE EXCEPTION

This Letter of Agreement is entered into between the State of Oregon Department of Administrative Services (Employer) on behalf of the Department of Public Safety Standards and Training (Agency) and the American Federation of State, County and Municipal Employees (AFSCME) (Union).

The purpose of this Agreement is to establish a pay-line exception for Position No. 9956133 only in the Agency classification Public Safety Training Specialist, classification number 1340 or successor classification, effective April 1, 2002.

The parties agree as follows:

1. To establish a special pay arrangement for the Position No. 9956133 only, in the Public Safety Training Specialist 1.
2. Implementation of the special pay arrangement will be by paying a specific dollar amount equivalent to a Salary Range 37.
3. The amount is listed as an hourly rate of pay in the DAS Personnel Position Data Base (PPDB) system.
4. All pay changes for this position will require DAS approval and manual processing by the Agency.

This Letter of Agreement may be renewed in successor bargaining, subject to agreement of the parties.

LETTER OF AGREEMENT – CHANGE IN HOURS

This Agreement is entered into between the State of Oregon (DAS) on behalf of DPSST and AFSCME Local 3955.

When it becomes necessary to alter an employee's (at salary ranges 23 and below) starting and stopping time on a permanent basis, management shall offer the change in hours to all qualified employees in the work unit. If no one volunteers to switch hours the employee with the least amount of state service in the unit will be assigned those hours.

This Agreement is in effect through the life of this Agreement.

LETTER OF AGREEMENT – PART TIME EMPLOYEES

This Letter of Agreement of Agreement is made and entered into by and between the State of Oregon (hereinafter the “Employer”), acting by and through its Department of Administrative Services on behalf of the Department of Public Safety, Standards and Training (hereinafter the “Agency”), and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the “Union”).

Purpose Statement: In the course of bargaining for the 2005-2007 successor collective bargaining agreement, the parties expressed an interest in modifying the recognition criteria of certain part-time employees. The parties therefore agree to this letter of agreement as a pilot project for a period not to exceed two (2) years, beginning with the month in which the successor agreement is ratified. The purpose of the project is to assess the effects of temporarily supplanting the collective bargaining agreement language with the language contained in this letter of agreement. A review of the data (hours worked) will occur between the parties after this agreement has been initiated at least twelve (12) months. This Agreement will sunset no later than June 30.

ARTICLE 1 – RECOGNITION

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the State of Oregon, Department of Public Safety Standards and Training, excluding managerial, supervisory, confidential, temporary, and part-time employees working less than thirty-two (32) hours per month and part-time employees in the classification of Public Safety Training Specialist 1 (C1347) or successor classifications who provide instruction, working less than three hundred (300) hours per calendar quarter.

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

This contract incorporates the sole and complete agreement between the Employer and the Union resulting from negotiations pursuant to ORS 243.650 et seq and supersedes all prior contracts. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.

LETTER OF AGREEMENT – SICK LEAVE AND FLSA

This Letter of Agreement is made and entered into by and between the State of Oregon (hereinafter the “Employer”), acting by and through the Department of Administrative Services on behalf of the Department of Public Safety, Standards and Training (hereinafter the “Agency”), and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the “Union”).

In Article 19, Section 2, the parties agree to modify the language to include up to eight (8) hours of sick leave in the computation of the FLSA overtime threshold of forty (40) hours in a workweek.

The parties agree to this letter of agreement for a period not to exceed two (2) years, beginning with the month in which the successor agreement is ratified. The purpose of this agreement is to assess the effects of temporarily supplementing collective bargaining agreement language with the language contained in this letter of agreement. This agreement will sunset no later than June 30, 2009.

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

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

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

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

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

LETTER OF AGREEMENT - JOINT COMMITTEE ON SALARY SURVEYS

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

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

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

LETTER OF AGREEMENT - 2007-2009 INSURANCE - 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, 2007 as follows:

- Employee Only (EE) - \$181.72
- Employee and Family (EF) - \$233.84
- Employee & Spouse – (ES) - \$231.06
- Employee & Children (EC) - \$206.60

For Plan Year 2008 and 2009, the subsidy will be paid at an amount so that employees will continue to pay the same out-of-pocket premium costs that were in effect for Plan Year 2007. If an employee changes from one tier to another or changes plan pursuant to PEBB rules, his/her out-of-pocket premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium costs for his/her new tier.

LETTER OF AGREEMENT - INTERMITTENT UNION LEAVE

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

1. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two bargaining unit members may be designated to attend AFSCME conventions under this provision.

2. Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.

3. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.

4. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.

5. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.

6. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.

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

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

This Letter of Agreement expires June 30, 2009.

**LETTER OF AGREEMENT - ARTICLE 30, CONTRACTING OUT - FEASIBILITY
STUDY**

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

When the provisions of Article 30, Section 5, require a feasibility study, the following will apply:

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

This Agreement is effective through June 30, 2009.

APPENDIX A - COMPENSATION PLAN

CLASS #	CLASS TITLE	RANGE
C0001	SUPPORTED EMPLOYMENT WKR	03
C0102	OFFICE ASSISTANT 2	09
C0103	OFFICE SPECIALIST 1	12
C0104	OFFICE SPECIALIST 2	15
C0107	ADMIN SPECIALIST 1	17
C0108	ADMIN SPECIALIST 2	19
C0118	EXEC SUPPORT SPEC 117	
C0210	ACCOUNTING TECH 1	13
C0211	ACCOUNTING TECH 2	17
C0212	ACCOUNTING TECH 3	19
C0323	PUBLIC SERVICE REPRESENTATIVE 3	15
C0436	PROCUREMENT & CONTRACT SPEC 1	23
C0437	PROCUREMENT & CONTRACT SPEC 2	27
C0438	PROCUREMENT & CONTRACT SPEC 3	29
C0705	PROPERTY SPEC 1	12
C0707	PROPERTY SPEC 3	16
C0709	INVENTORY CONTROL SPECIALIST	16
C0759	SUPPLY SPECIALIST 2	20
C1115	RESEARCH ANALYST 1	19
C1116	RESEARCH ANALYST 2	22
C1117	RESEARCH ANALYST 3	26
C1118	RESEARCH ANALYST 4	30
C1215	ACCOUNTANT 1	21
C1216	ACCOUNTANT 2	23
C1217	ACCOUNTANT 3	27
C1218	ACCOUNTANT 4	30
C1339	TRAINING & DEV SPEC 2	27
C1340	PUB SAFETY TRNG SPEC	28
C1347	PUB SAFETY TRAINING SPEC 1	26
C1348	PUB SAFETY TRAINING SPEC 2	30
C1481	INFO SYSTEMS SPEC 1	17I
C1482	INFO SYSTEMS SPEC 2	21I
C1483	INFO SYSTEMS SPEC 3	24I
C1484	INFO SYSTEMS SPEC 4	25I
C1485	INFO SYSTEMS SPEC 5	28I
C1486	INFO SYSTEMS SPEC 6	29I
C1487	INFO SYSTEMS SPEC 7	31I
C1488	INFO SYSTEMS SPEC 8	33I
C2176	VIDEO PRODUCER	22
C2300	EDUCATION PROG SPEC 1	30
C2512	ELEC PUB DESIGN SPEC 3	23
C4003	CARPENTER	22
C4005	PLUMBER	24
C4009	ELECTRICIAN 3	28

C4012	FACILITY MAINTENANCE SPEC	18
C4034	FACILITY ENERGY TECH 3	24
C4038	PHYSICAL ELECTRONIC SECURITY TECH 2	21
C4110	GROUNDS MAINTENANCE WORKER 2	17
C4116	LABORER/STUDENT WORKER	12
C5246	COMPLIANCE SPEC 1	21
C5247	COMPLIANCE SPEC 2	25
C5248	COMPLIANCE SPEC 3	29

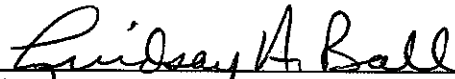
APPENDIX B

SALARY SCHEDULE 7/1/07									
RANGE	1	2	3	4	5	6	7	8	9
03				1493	1548	1594	1650	1706	1764
09	1635	1694	1762	1830	1895	1966	2042	2131	2199
12	1830	1895	1966	2042	2131	2199	2296	2387	2500
13	1895	1966	2042	2131	2199	2296	2387	2500	2611
14	1966	2042	2131	2199	2296	2387	2500	2611	2727
15	2042	2131	2199	2296	2387	2500	2611	2727	2854
16	2131	2199	2296	2387	2500	2611	2727	2854	2991
17	2199	2296	2387	2500	2611	2727	2854	2991	3135
18	2296	2387	2500	2611	2727	2854	2991	3135	3280
19	2387	2500	2611	2727	2854	2991	3135	3280	3437
20	2500	2611	2727	2854	2991	3135	3280	3437	3610
21	2611	2727	2854	2991	3135	3280	3437	3610	3783
22	2727	2854	2991	3135	3280	3437	3610	3783	3963
23	2854	2991	3135	3280	3438	3610	3783	3963	4155
24	2991	3135	3280	3437	3610	3783	3963	4155	4356
25	3135	3280	3437	3610	3783	3963	4155	4356	4570
26	3280	3437	3610	3783	3963	4155	4356	4570	4797
27	3437	3610	3783	3963	4155	4356	4570	4797	5027
28	3610	3783	3963	4155	4356	4570	4797	5027	5273
29	3783	3963	4155	4356	4570	4797	5027	5273	5527
30	3963	4155	4356	4570	4797	5027	5273	5527	5794
33	4570	4797	5027	5273	5527	5794	6074	6366	6674
17I	2284	2382	2484	2590	2705	2831	2965	3102	3246
21I	2639	2758	2889	3023	3163	3312	3468	3630	3799
24I	3018	3157	3307	3463	3623	3793	3973	4159	4355
25I	3270	3425	3587	3753	3930	4114	4307	4510	4723
28I	3653	3824	4006	4191	4390	4597	4812	5039	5276
29I	3906	4091	4282	4484	4695	4917	5147	5390	5643
31I	4327	4529	4742	4966	5198	5444	5701	5968	6247
33I	4713	4935	5166	5410	5667	5933	6211	6507	6816

This collective bargaining agreement with Department of Public Safety, Standards and Training is effective through June 30, 2009. Signed this 6th day of November, 2007 in Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES



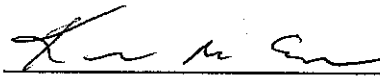
Lindsay Ball, Director
Department of Administrative Services



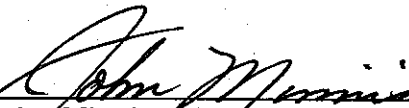
Joyce Armstead, Council Representative
AFSCME



Susan Wilson, Administrator
DAS-Human Resource Services Division



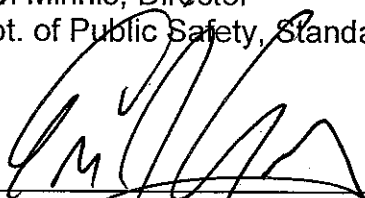
Karen Evans, Bargaining Team Member
Dept. of Public Safety, Standards & Training




John Minnis, Director
Dept. of Public Safety, Standards & Training



Greg Riemer, Bargaining Team Member
Dept. of Public Safety, Standards & Training



Eriks Gablīks, Deputy Director
Dept. of Public Safety, Standards & Training



Pamela Strawn, HR Division Director
Dept. of Public Safety, Standards & Training



Glenn West, State Labor Relations Manager
Labor Relations Unit