

**2007-2009**

AGREEMENT

Between

THE STATE OF OREGON  
DEPARTMENT OF ADMINISTRATIVE SERVICES

ON BEHALF OF

**THE OREGON YOUTH AUTHORITY**

AND THE

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES



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## ARTICLE 1 - SCOPE OF AGREEMENT

### Section 1.

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting through its Department of Administrative Services, Human Resource Services Division-Labor Relations Unit (hereinafter "HRSD-LRU") on behalf of the Oregon Youth Authority (hereinafter the "Agency" or "OYA"), and the American Federation of State, County, and Municipal Employees (AFL-CIO) (hereinafter the "Union"), and is binding upon the Union and the Employer and all designated representatives of the Union and the Employer.

### Section 2.

The Agency recognizes the Union as the sole and exclusive bargaining agent for the employees within the certified or recognized bargaining units. All aspects of the employees' wages, hours, and other terms and conditions of employment shall be determined by this Agreement, except in regard to recruitment and selection of applicants for initial appointment to State service. The terms and conditions of employment set forth in this Agreement shall apply to all classified positions (except temporary positions and those positions excludable by ORS 243.650) within the appropriate bargaining unit within the Oregon Youth Authority which is:

All Oregon Youth Authority positions classified as Juvenile Parole and Probation Officer and Correction Counselor, Entry, with a title of Parole Assistant.

The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.380 or part-time employees who regularly work thirty-two (32) hours or less per month.

### Section 3.

If the Agency establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the Employer shall notify the Union in writing within seven (7) days following the action, as to whether or not it believes the classification to be within the bargaining unit. The Union must notify the Employer in writing within ten (10) days from receipt of the notification if it disagrees about the inclusion or exclusion of the classification in the bargaining unit or the matter becomes closed. If notice of the disagreement is received within the ten (10)-day period, the parties shall meet within fourteen (14) days of above notification to discuss the matter. If an agreement is not reached within thirty (30) days, the Union may submit the matter to the Employment Relations Board. Should the matter not be submitted to the Employment Relations Board within the specified thirty (30)-day period, the matter shall be considered resolved.

### Section 4.

This contract incorporates the sole and complete Agreement between the Agency and the Union resulting from negotiations held pursuant to the provisions of ORS 243.650 et seq and supersedes all prior labor contracts. It is acknowledged that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.

### Section 5.

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a. The parties agree that the Human Resource Services Division Personnel Policies and Agency Procedures relating to their implementation are without effect upon the Agency or members of the bargaining units.

b. Other policies, procedures, and rules of the Agency which directly relate to mandatory subjects of bargaining as defined by statute and which affect bargaining unit members on the day this Agreement becomes effective shall be continued, unless modified or deleted elsewhere in this Agreement. Should the Agency wish to change such a policy, procedure, or rule, or to issue a new one, notice will be given to the Union. If the Union believes the policy, procedure, or rule to be unreasonable, then within seven (7) days of the date upon which the Union knows, or by reasonable diligence should have known, of the subject action, the Union shall request that the Agency meets to discuss the issue.

c. Such meeting shall occur within fifteen (15) days of:

1. Agreement that the issue is a mandatory subject, or
2. An Employment Relations Board ruling that the issue is a mandatory subject of bargaining.

If agreement which alters the policy, procedure or rule is reached, it shall be reduced to writing and signed by both parties. If the parties are unable to reach an agreement within fourteen (14) days following the Level C meeting and the Union continues to believe the policy, procedure, or rule to be unreasonable, it shall notify the Agency in writing of its intent to submit the matter to interest arbitration. Such written notification must be made during the fifteen (15)-day period immediately following the above mentioned fourteen (14)-day period. Failure to file such written notification within the prescribed time shall be understood by both parties to waive the Union's right to any further objection.

d. The parties shall meet within the five (5) days immediately following receipt of notification of the Union's desire to arbitrate and select an arbitrator. Selection of an arbitrator shall be as prescribed in Article 52, Grievance and Arbitration.

e. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, unless the award is vacated pursuant to statute. The power of the arbitrator in this process shall be limited to determine whether the policy, procedure, or rule is unreasonable.

If the arbitrator's ruling is that the policy, procedure, or rule is unreasonable, the Agency shall immediately withdraw the policy, procedure or rule.

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

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

## ARTICLE 2 - TERM OF AGREEMENT

### Section 1.

This Agreement, and attachments hereto, shall be in full force and effect from the date of signing of this Agreement, unless otherwise indicated in this Agreement, through June 30, 2009.

### Section 2.

The Union will notify the Agency of its selected representatives by December 15, 2008. The bargaining team shall consist of not more than three (3) Union Representatives covered by the terms of this Agreement. The Union may utilize up to one hundred (100) hours leave with pay for the designated bargaining team representatives for the purpose of actual negotiations.

### Section 3.

Negotiations for a successor agreement will commence between January 2, 2009 and February 15, 2009.

## ARTICLE 3 - UNION SECURITY

### Section 1. New Employees.

The Agency agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive recognition, and shall provide all present and future employees in the bargaining unit with a copy of its Agreement, provided the parties shall share equally in the costs of preparation and distribution of the Agreement. The Agency agrees to allow duly certified Union Representatives thirty (30) minutes, when new employee orientation classes are held, to speak to new employees about the Union's exclusive recognition, its benefits, and services available to the membership. This time will not be used for discussion of labor-management disputes.

If the Union Representative is an employee of the Agency, the representative will be allowed time off without loss of pay to make the presentation.

### Section 2. Union Access.

Accredited representatives of the Local, District Council 75, or International American Federation of State, County and Municipal Employees, AFL-CIO, upon proper introduction and notice, shall have reasonable access to the premises of the Agency during all working hours to conduct Union business (with appropriate observation of the security regulations of the Agency). During periods of bona fide emergency, this provision may be temporarily suspended by the Agency as required for the duration of the emergency.

### Section 3.

Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by the employees during non-duty time.

All policies, procedures, and rules, and all provisions of this Agreement shall be applied equitably among employees to whom they apply.

### Section 4. Stewards/Officers.

The Union may select, and shall certify in writing to the Agency, employees to act as Union Stewards/Officers. Stewards/Officers shall have authority to investigate and resolve grievances and to distribute Union informational material provided that such activity does not interfere with the regular work routine with prior approval of management. The investigation and processing of employee grievances will be permitted during working hours without loss of compensation. If the permitted activities would interfere with either the Steward/Officer's or the grievant's duties, management shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities without the proper notification and release by an appropriate supervisor involved will be considered unauthorized leave without pay for both the Steward/Officer and the grievant. An employee may request and

have present a Shop Steward/Officer or Union Representative at any formal discussion on disciplinary actions, or grievance proceedings, or any other matter that might adversely and substantially affect their future employment, pay, or chances for promotion.

Management will provide written notification to an Officer of the Local Union and the Union Council Representative of an impending disciplinary action (suspension, reduction, demotion or dismissal) against an employee.

#### Section 5. Union Business Leave.

The parties agree to the primary principle that Union business will be carried out during off-duty hours.

a. Employees elected to Union office or otherwise selected by the Union to conduct Union business that takes them away from their employment may be granted leave without pay for a reasonable period of time, upon seven (7)-days' advance notice by the Union. The determination for granting such leave shall be made by the Agency based on operational needs of the Agency. Leave will be requested through the normal agency procedure.

b. The Agency agrees to the attendance by the President or designee without loss of pay, at:

1. Agency grievance hearings where this individual is acting as Steward;
2. An employee request for representation by one (1) of these individuals to act as Steward;
3. Any other meeting where their presence is requested by management;
4. Other instances in accordance with past practice;
5. Arbitration hearings or other administrative hearings before the Employment Relations Board directly involving the specific local.

#### Section 6. Communications.

a. The Agency agrees to furnish and maintain bulletin boards in convenient places to be used by Union for the posting of official Union notices only. Union shall keep the bulletin boards neat and orderly.

Union Officers and Stewards shall have the authorization to post messages to an electronic bulletin board system and utilize the internal e-mail system for internal Union business where an Agency currently uses such a system, provided all of the following conditions are met:

1. The electronic bulletin board/e-mail system shall not be used for interactive communications;
2. Usage shall comply with Agency policies applicable to all users such as protection of confidential information and security of equipment;
3. There shall be no additional cost to the Agency for use of the electronic bulletin board program;
4. Authorized Union-represented employees who post messages to the system shall do so on their own time; and
5. This communication shall be of a neutral nature and shall not contain inflammatory or derogatory comments.
6. Use shall not contain false, unlawful, offensive or derogatory statements against any person, organization or group of persons. Statements shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. The contents of the e-mail shall not contain rude or hostile references to

race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health or disability.

7. E-mail shall not be used to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the Contract.

8. E-mail messages sent simultaneously to more than five (5) people shall be no more than approximately one (1) page and in plain or rich text format. Such group e-mails shall not include attachments or contain graphics (except for the Union logo). Recipients of such group e-mails shall not use the "Reply All" function.

9. Nothing shall prohibit an employee from forwarding an e-mail message to his/her home computer.

This provision no longer applies when the Agency changes or discontinues a computer system and thereby loses the ability to maintain an electronic bulletin board or similar system.

b. The Union shall be allowed the use of the internal mail system for communicating with Stewards/Officers only.

c. Upon written request, the Union may be allowed the use of the facilities of the Agency for meetings in accordance with the past practices when available.

#### Section 7. Dues Deduction.

The Agency agrees to deduct the monthly membership dues from the pay of those employees who individually request such deductions in writing. The amount to be deducted shall be certified to the Agency by the Treasurer of the Union, and the aggregate deductions shall be remitted monthly together with an itemized statement, to the Treasurer of the Union. The Employer shall move to a system utilizing employee identification numbers in lieu of individual social security numbers.

#### Section 8. Fair Share.

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

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

The deduction and disbursement to the Union of dues and service fees provided herein shall be accomplished monthly by the State and payment to the Union shall be made on or before the fifteenth (15th) day following the date such deductions were made.

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

The Union shall indemnify and save the Agency 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 Agency for the purpose of complying with the provisions of this Section.

Section 9. Employee Statistics.

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

Section 19. 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 4 - UNION/MANAGEMENT MEETINGS

Section 1. Purpose.

The purpose of this Article is to promote harmonious relations between the parties.

Section 2. Meetings.

Either the Agency Head or the Union President may request a meeting. Each party may designate desired representation to the extent that such absences from duty do not cause a disruption of work or otherwise create a short staff situation. Off duty personnel participating in such meetings must do so on their own time. The actual meeting time will be established through mutual agreement. Refusal of either party to meet on a given subject does not constitute a contract violation.

Section 3. Scope of Authority.

Meetings will be held for purpose of discussion only. This committee will not enter into a binding agreement of any sort. Contractual type negotiations, attempts to resolve individual grievances, or similar matters must be handled in the manner provided within the contract and will not be proper subject matter for such meeting.

ARTICLE 5 - LEGISLATIVE ACTION

Provisions of this Agreement not requiring statutory changes or funding by the full legislature 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.

Nothing in this provision shall be construed as to require the Governor to call a special session of the Legislature.

If the Legislature fails to act or approve bills submitted under this Article, the parties shall reconvene immediately to renegotiate an alternative provision.

ARTICLE 6 - EFFECT OF LAWS AND RULES

Section 1.

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

Section 2. Liability in Civil Suits.

The Agency agrees that any employee who has any civil action suit or proceeding brought against the employee for causes resulting from acting in the employee's official capacity, duties or employment in good faith and without malice, shall be given legal defense by the State of Oregon. The Agency further agrees to provide written procedures which will outline the proper methods for requesting this legal defense.

ARTICLE 7 - SEPARABILITY OF PROVISIONS

If any provision of this Agreement shall be found to be invalid by any court having jurisdiction in respect, thereof, such findings as to such provision shall not affect the remainder of this Agreement, and all other terms and provisions hereof shall continue in full force and

effect as set forth herein. In such event, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such term or provision.

## ARTICLE 8 - NO STRIKE OR LOCKOUT

The Agency agrees that during the term of this Agreement, the Agency shall not cause or permit any lockout of employees from work. In the event an employee is unable to perform the employees' assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

During the term of this Agreement, the Union shall neither cause nor counsel the members of bargaining units for which it has been certified, or for which recognition has been extended by the Agency, to strike, walk out, slowdown, or commit other acts of work stoppage.

Upon notification confirmed in writing by the Department or Agency to the Union that certain bargaining unit(s) employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall, upon receipt of a mailing list, advise such striking employees in writing, with a copy to the Department and Agency, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The notification to employees covered by this Agreement by the Union shall be made at the request of the Department or Agency.

## ARTICLE 9 - EQUAL OPPORTUNITY

### Section 1.

The Agency and the Union agree to continue their policies of not unlawfully discriminating against any employee because of race, color, religion, sex, national origin, age, mental or physical disability, marital status, political affiliation, or Union activity. Neither will the Agency discriminate based on sexual orientation.

### Section 2.

Any complaint alleging unlawful discrimination based on race, color, religion, sex, national origin, age, mental or physical disability, marital status or political affiliation which is brought to the Union for processing will be submitted directly to the Agency Head or designee. If such a grievance is not satisfactorily resolved within thirty (30) days of its submission, it may be submitted to the Bureau of Labor and Industries for resolution.

### Section 3.

Complaints alleging discrimination based on sexual orientation may be submitted by the Union to the Department of Administrative Services, HRSD-Labor Relations Unit if not resolved by the Agency. The HRSD-Labor Relations Unit will review the complaint, attempt to resolve it, and issue its findings to the Agency and the Union. Such complaints may not be advanced pursuant to Article 52.

### Section 4.

If an employee has a complaint solely alleging unlawful discrimination based on Union activity and the facts of the situation do not give rise to an alleged violation of another article of this contract, it shall be first presented to the Agency Head for investigation and resolution, however, the parties may mutually agree, in writing, to waive this step, allowing the matter to be resolved through the Employment Relations Board.

## ARTICLE 10 - MANAGEMENT RIGHTS

The Union agrees that the Employer retains all inherent rights of management and hereby recognizes the sole and exclusive right of the State of Oregon, as the Employer, to operate and manage its affairs in accordance with its responsibilities to maintain efficient governmental operations. The Employer retains all rights to direct the work of its employees, including, but not limited to, the right to hire, promote, assign, transfer, demote, suspend, or discharge employees for proper cause; to schedule work; determine the processes for accomplishing work; to relieve employees from duties because of lack of work or for other legitimate reasons; to take action as necessary to carry out the missions of the State; or determine the methods, means, and personnel by which operations are to be carried on, except as modified or circumscribed by the terms of this Agreement. The retention of these rights does not preclude any employee from filing a grievance, pursuant to Article 52, Grievance and Arbitration Procedure, or seeking a review of the exercise of these rights, when it is alleged such exercise violates provisions of this Agreement.

## ARTICLE 11 - TEMPORARY INTERRUPTION OF EMPLOYMENT

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

## ARTICLE 12 - 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 44, 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 40, Promotions/Advancement, this Article shall prevail.
- c. An employee may exercise all applicable rights under Article 44, 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 13 - 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.

Section 2. 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 increase 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.

## ARTICLE 14 - SALARY AND WAGES

### 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" under Section 1(16)(c) of Chapter 733, Oregon Laws 2003, for the purposes of computing an Oregon Public Service Retirement Plan Pension Program member's "final average salary" under Section 10 of Chapter 733, Oregon Laws 2003, or "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 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).

ARTICLE 15 - SALARY ADMINISTRATION

Section 1.

Employees shall be eligible for annual performance pay increases on the employees' eligibility date provided the employee is not at the top step of the salary range of the employees' classification. The employee may be denied the annual performance pay increase if there has been a serious performance or attendance problem. Denials are subject to review within six (6) months. Denials may be grieved under the provisions of Article 51.

Section 2.

Any employee requiring an emergency draw shall be authorized once during the term of this Agreement to make such a draw without explanation. Additional draws may be requested in accord with existing policy and will be considered on a case by case basis.

Section 3. Submission of Salary Increases.

Salary increases must be made to be effective on the first day of the month and must be submitted prior to the proposed effective date. However, salary increases to correct errors or oversights and retroactive payments resulting from grievance settlements will be authorized. The effective date for annual salary increases must be the first day of a month. In no event shall any retroactivity exceed twelve (12) months from the date upon which the oversight or error is brought to management's attention in writing, or, in the case of a grievance settlement, the date the grievance was filed in writing.

#### Section 4. Salary on Promotion.

An employee shall be given an increase to the next higher rate in the new salary range effective on the date of the promotion and on the first of the month following completion of trial service after promotion and annually thereafter until employee has reached the top step of the salary range.

#### Section 5. Salary on Demotion.

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

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

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

#### Section 6. Effect of Break in Service.

When an employee separates from State service and subsequently returns to the State service (except as a temporary employee), the employee's salary eligibility date shall be determined by the Agency as follows:

- a. Return from Layoff List. When a former employee who was laid off is recalled, the employee will be paid at the step they were at the time of layoff. Employee's previous salary eligibility date adjusted by the amount of break in service shall be restored.
- b. Return from Reemployment. When a former employee is reemployed to a position in the same class in which the employee was previously employed or in a related class with the same salary range, the employee may be paid at or below the step at which the employee was being paid at the time of termination. If an employee is reemployed in a position in a class with a lower salary range than that of the employee's previous position, the employee may be paid at any step in the lower salary range not exceeding the rate the employee was being paid in the higher class, except where exceptional circumstances justify payment of a higher rate. The previous eligibility date adjusted by the amount of break in service shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established by the Agency as the first of the month in any future month up to twelve (12) months from date of reemployment.

ARTICLE 16 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/  
UNDERPAYMENTS

Section 1. Overpayments.

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

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

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

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

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

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

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

Section 2. Underpayments.

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

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

ARTICLE 17 - OVERTIME

Section 1.

All time for which an employee is compensated at the regular straight time rate of pay, except standby time but including holiday time off, compensatory time off, and other paid leave, shall be counted as time worked.

Section 2.

Overtime for Juvenile Parole Officers is time worked in excess of forty (40) hours per week.

Section 3.

Overtime shall be paid at the rate of time and one-half (1-1/2). The form of compensation for overtime shall be pay or compensatory time off, at the option of the employee. If compensatory time is used, it shall be credited at the appropriate overtime rate. Any compensatory time accrued in excess of eighty (80) hours will be paid off within the pay period of the month following the month in which it is accrued.

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

Overtime shall be voluntary except during periods of emergency or unless management is unable to fill a work assignment by voluntary means.

Section 4. Exemptions from Overtime.

All employees who are exempt from overtime under the standards established by the FLSA shall be excluded from overtime. The Agency and the Union shall apply FLSA standards to reach agreement upon exempt employees.

Grievances which grieve the eligibility of employees for overtime shall follow the procedure in Article 52, Grievance and Arbitration, Steps 1 and 2. If the grievance is still unresolved after Step 2, the affected employee may file a charge with the Bureau of Labor and Industries (BOLI), Wage and Hour Division, or with the U.S. Department of Labor (DOL).

Section 5. Exempt Employees.

Exempt employees who work over forty (40) hours in a workweek shall receive hour-for-hour compensation in the form of time off for hours exceeding forty (40) in the workweek.

Section 6.

Any employee assigned to escort youth offenders out of state will be compensated eight (8) hours per day at the straight time rate, and one and one-half (1-1/2) times the straight time rate for any hours actually worked over eight (8) hours per day, unless escorting on the employee's regular day off, where the employee shall receive overtime for all hours worked.

Section 7.

The parties agree that an employee's compensatory time is payment for work already accomplished. Compensatory time may be used by the employee in lieu of vacation or sick leave unless the employee is on written notice involving attendance problems.

ARTICLE 18 - BILINGUAL DIFFERENTIAL

When formally assigned in the employee's position description, an employee assigned to interpret to or from another language to English will receive a differential of four percent (4%) of base pay.

Effective July 1, 2004, the compensation for Bilingual Differential will be five percent (5%).

#### ARTICLE 19 - CALL-BACK TIME

The Juvenile Parole Officers in the Oregon Youth Authority are specifically exempted from call-back compensation.

For employees in the classification of Juvenile Parole Assistants (trackers), call back is an occasion where an employee has been released from duty and is called back to work unexpectedly prior to his/her normal starting time. A Juvenile Parole Assistant who is called back to work 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.

#### ARTICLE 20 - REPORTING PAY

An employee who is scheduled for work and reports to work and there is not work available may be excused from duty, but shall be paid at their regular rate for the shift of work scheduled.

#### ARTICLE 21 - ON-CALL

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

An employee shall be assigned on-call duty when specifically required to be available or work outside his/her working hours and not subject to restrictions which would prevent the employee from using the time while on call effectively for the employee's own purposes.

No employee is eligible for any premium pay compensation while on-call duty except as expressly stated in this Article.

On-call duty time shall not be counted as time worked in the computation of overtime hours worked but on-call pay shall be included in the calculation of the overtime rate of pay.

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

#### ARTICLE 22 - WORK OUT OF CLASSIFICATION

##### Section 1.

When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than five (5) 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 the assignment at a rate which is not less than the equivalent of a one (1) step increase, or the bottom step of the higher range when no salary overlap exists between ranges.

##### Section 2.

An employee performing duties out of classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which

there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

### Section 3.

An employee who is underfilling a position shall be informed in writing of their underfill status, 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.

### Section 4.

Assignments of work out of classification shall not be made in a manner which will subvert or circumvent the administration of this Article. This higher class work will be entered into the employee's personnel file and shall be used for annual performance appraisals and will be taken into consideration by supervisors during promotional merit ratings.

## ARTICLE 23 - LEADWORK DIFFERENTIAL

### Section 1.

Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor, in writing, "leadwork" duties, provided the leadwork duties are not included in the class specification for the employee's position. Leadwork is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor. The duration of the assignment not the performance of the duties must be a minimum of ten (10) consecutive days to qualify for the differential.

### Section 2.

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

### Section 3.

Leadwork differential shall not be computed at the rate of time and one-half (1-1/2) for the time worked in an overtime or holiday work situation, or to effect a "pyramiding" of work-out-of-classification payment.

### Section 4.

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 5.

The employee who believes they are performing the duties of a leadworker as defined in Section 1, may request a review of the duties as follows:

- a. The employee shall notify their supervisor and appropriate Personnel Officer, in writing for a review.
- b. The supervisor, on behalf of the Agency, will respond to the employee in writing, within fifteen (15) calendar days from the date of notification.
- c. If it is the Agency's determination that the leadwork duties were assigned, the leadwork differential will be effective the date the employee notified the supervisor.
- d. If the Agency determines that the duties are not leadworker or wishes to remove the duties, the employee will be notified as noted in "b" of this Article.

## ARTICLE 24 - PER DIEM

Section 1. Travel, mileage and moving expense 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. Notwithstanding Section 1, above, where an employee is responsible for providing meal(s) for an individual who is in the care, custody, or control of the State or is required to transport a client through a meal period, the employee shall be eligible for meal per diem. Transport is defined as supervised travel of youth and the duties necessary to transfer custody.

### Section 3. Car Usage.

a. No employee shall use a private vehicle in the pursuit of official business without the specific authorization of the Agency. Such authorization may provide general approval to use the employee's private vehicle when responding to emergent situations (not requiring transporting the youth) on off-duty hours and where use of the employee's vehicle is more efficient and cost effective than use of the State's vehicle.

b. Employees shall report in writing any unsafe vehicle to the Motor Pool Superintendent or designated agency personnel. The report shall contain the license number of the vehicle, date of occurrence, and the details concerning the unsafe condition.

## ARTICLE 25 - EMERGENCIES

### Section 1.

During periods of bona fide emergency, provisions of this contract regarding work assignments and scheduling, job posting, and overtime scheduling may be temporarily suspended by the Agency as required for the duration of the emergency. Appropriate notification of the emergency status will be made to the Union or designee.

### Section 2.

Emergency is defined as an unforeseen circumstance which may threaten the safety and security of the public, inmates, employees and/or property.

This Section shall not be used by management to justify suspension of the above described contract rights to meet the daily operational needs in filling unexpected shift vacancies due to absences of scheduled staff which occur from time to time.

## ARTICLE 26 - WORKING CONDITIONS

### Section 1. Workweek and Working Hours.

The workweek will be forty (40) hours beginning at 12:01 a.m. Saturday.

a. It is agreed upon by the parties that each individual Juvenile Parole and Probation Officer will work a flexible professional workweek. A flexible work schedule will meet caseload management needs, support agency business, mission statement and budget requirements.

The Juvenile Parole and Probation Officer and manager will communicate effectively and together to meet the day-to-day coverage of each OYA office.

b. The parties mutually agree that the Parole Assistant's primary responsibility and schedule are in response to agency needs and day-to-day coverage in each OYA office. It is further recognized that flexibility in work schedule shall apply when Parole Assistants are fulfilling case management responsibilities.

c. Where an employee's flexible schedule exceeds ten (10) hours in a work day and the employee is on non-overnight travel status, the employee shall be eligible for breakfast and/or dinner per diem as appropriate to the hours worked.

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

#### Section 2. Rest and Meal Periods.

Employees shall be entitled to a meal period of not less than one-half (1/2) hour nor more than one (1) hour to be taken as convenient to their duties. Employees shall be entitled to one (1) rest period each one-half (1/2) day of work for a period of fifteen (15) minutes to be taken as convenient to their duties.

#### Section 3.

To the extent that it is within the Agency's control, and pursuant to Department of Administrative Services and Agency policies, the Agency agrees to provide Juvenile Parole Officers a vehicle of at least four (4) passenger capacity. Each such vehicle shall be equipped with gasoline credit card(s), tire chains, at least three (3) emergency flares, a flashlight and first aid kit.

The Agency agrees to make available to each Juvenile Parole Officer a photo identification card, business cards, dictating equipment, telephone credit card, a restraining belt or chain, handcuffs and leg irons.

#### Section 4.

The Agency shall give notice of increase in duties as is reasonably possible, and Juvenile Parole and Probation Officers can give input to the Agency concerning assignment of additional duties.

The parties recognize additional duties assigned to the employee may diminish the employee's effectiveness and efficiency.

The results and impacts on working conditions that arise out of any workload study shall be discussed.

#### Section 5.

The case management responsibility of youth committed by the courts to the Oregon Youth Authority for placement at Youth Correctional Facilities shall be performed by employees with the working title of Juvenile Parole and Probation Officers, other OYA employees, and Juvenile Department employees.

In the event case management responsibilities described above are transferred to another public employer, parties agree to bargain the impact of such transfer prior to its implementation. The Agency will notify the Union ninety (90) days prior to any work transfer.

The Union recognizes that the workload arising from the commitment of youth to the training schools is beyond the control of the Agency. The Agency recognizes that the number and geographic distribution of clients within a service area has a substantial effect upon the efficient delivery of parole services. Caseloads and service areas shall be assigned as equitably as possible, and readjustment of caseloads and service area may be accomplished from time to time to promote equity. No overtime will be approved without prior authorization of the Parole Supervisor.

#### Section 6. Transfer.

Two (2) kinds of transfers may occur:

- a. Transfer (reassignment of a position within the bargaining unit).
- b. Vacant position within the unit and employee desiring transfer.

When a position in the bargaining unit is abolished, Article 44, Layoff Procedure, will apply.

On reassignment of the position within the bargaining unit, selection of the position will be based on Agency needs and workload. If no employee volunteers to accept the transfer, the employee with the least seniority in the affected geographic area, as defined in Article 44, Section 11, shall be selected for the transfer. The employee incumbent in the position to be reassigned shall have the option of being transferred with the reassigned position or to a position being vacated by a volunteer.

If there is a vacant position to be filled in the bargaining unit, and one (1) or more bargaining unit employees request transfer to the position, first consideration will be given to the employee who has the most seniority. An individual not receiving the transfer may request and shall receive a written explanation stating the specific reason for the denial. Such denial is not grievable.

#### Section 7.

Parole assistants will assist the Juvenile Parole and Probation Officers with the supervision of youth committed by the courts to the Oregon Youth Authority. Parole Assistants shall not have authority or responsibility for case management for more than five (5) cases at any one (1) time. In the absence of the Juvenile Parole and Probation Officer and at the direction of the Parole Supervisor, the Parole Assistant may be required to assume case management duties for a greater number of cases on a temporary basis and will be paid work-out-of-class pay pursuant to Article 22.

### ARTICLE 27 - UNIFORMS AND PROTECTIVE CLOTHING

#### Damage to Personal Clothing.

Employees who suffer damage to personal clothing or effects in performance of their official duties, not as a result of personal negligence, shall file a claim for reasonable reimbursement pursuant to Agency policy.

## ARTICLE 28 - EMPLOYEE FACILITIES

Management shall maintain current physical plant facilities provided for employees (including parking and existing motorcycle and bicycle parking with adequate accommodations for seasonal usage) at the Institutions, and elsewhere where authority exists. Any charge for such parking facilities shall be determined by the Department of Administrative Services of the State, if in accordance with the law.

Management further agrees that where necessary secure facilities for protecting employee's personal property are not now furnished, the Agency will, to the extent budget permits, undertake to make such facilities available.

## ARTICLE 29 - INCLEMENT CONDITIONS

### Section 1.

a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1<sup>st</sup> of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two 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 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 30 - SAFETY AND HEALTH

Section 1.

The Agency agrees to abide by and maintain in its facilities and work operations standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.991).

Section 2.

Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary. Such equipment, where provided, must be used.

Section 3.

a. If an employee claims that an assigned job or equipment is unsafe or might unduly endanger the employee's health and, for that reason refuses to do the job, the employee shall immediately give specific reason(s) to the supervisor. The supervisor shall request an immediate determination by the Agency Safety Representative or, if none is available, a safety representative of the Oregon Occupational Safety and Health Division (OR-OSHA), as to whether the job or equipment is safe or unsafe. At the discretion of the Union, a Union staff member and/or authorized Union Representative shall accompany the agency OR-OSHA representative conducting the safety inspection.

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

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

#### Section 4.

New office technology has created jobs which may bring safety and health concerns with them (i.e., Video Display Terminals).

Employees may report specific problems, in writing, regarding safety and health in working with this new equipment to their supervisors. The Agency will investigate such complaints, and where this investigation reveals that legitimate problems exist, the Agency will take steps to remedy these problems. Upon written request to the Agency Head or designee, where concern remains, the Agency is willing to meet with a Union Representative for further clarification and discussion of the specific safety or health concern.

#### Section 5.

It is agreed that if, in the conduct of official duties, an employee is exposed to serious communicable diseases which would require immunization or testing, as determined by the Public Health Officer in charge, the employee shall be provided immunization against or testing for such communicable disease, without cost to the employee, where immunization will prevent such disease from occurring. The employee shall be granted required time off with pay for the immunization or testing, at a medical facility of the Agency's choosing.

#### Section 6.

If in the conduct of official duties the employee has potential for contact with toxic and harmful substances, the employee will be provided regular medical monitoring as required by Administrative Rule under the Oregon Safe Employment Act at no cost to the employee, and without deduction from accrued sick leave for leave time taken.

### ARTICLE 31 - HOLIDAYS

#### Section 1.

The following holidays will be recognized and paid for at the regular straight time rate of pay:

- a. New Year's Day on January 1;
- b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- c. President's Birthday on the third Monday in February;
- d. Memorial Day on the last Monday in May;

- e. Independence Day on July 4;
- f. Labor Day on the first Monday in September;
- g. Veterans' Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. Christmas Day on December 25;
- j. Every day appointed by the Governor of the State of Oregon as a holiday and every day appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

## Section 2.

For all employees who work in positions that are staffed five (5) days a week, Monday through Friday, when a holiday falls on Saturday, the previous Friday shall be recognized as the holiday. When a holiday falls on Sunday, the following Monday shall be recognized as the holiday.

For all employees who work in positions that are staffed seven (7) days a week, the recognized holiday will be the actual day specified in Section 1 above.

## Section 3.

Employees who are required to work on days recognized as holidays which fall within their regular work schedules shall be entitled, in addition to their regular salary, to compensatory time off for the time worked or to be paid in cash for time worked at the discretion of the Agency. Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The additional compensation which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) of the employee's straight time pay. Any compensatory time earned may be converted to cash payment by the Agency. Holiday benefits shall be prorated for part-time employees.

## Section 4.

Where an employee has been approved to work an alternate work schedule such as a four (4) day, ten (10)-hour workweek, management shall either revert the schedule to a five (5) day, eight (8)-hour workweek or allow the employee to utilize other available paid leave for the balance of the holiday off.

## Section 5.

Holidays which occur during vacation or sick leave shall not be charged against such leave.

# ARTICLE 32 - PERSONAL LEAVE DAYS

## Section 1.

All employees after completion of six (6) months of service shall be entitled to receive personal leave days in the following manner:

- a. All full-time employees shall be entitled to sixteen (16) hours of personal leave with pay each fiscal year;
- b. Part-time, seasonal, and job-share employees shall be granted such leave in a prorated amount of sixteen (16) hours based on the same percentage or fraction of month

they are hired to work, or as subsequently formally modified, provided it is anticipated that they will work 1,040 hours during the fiscal year.

Section 2.

Should any employee fail to work 1,040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

Section 3.

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

Section 4.

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

ARTICLE 33 - VACATION LEAVE

Section 1.

The parties agree that an employee's vacation accrual is an earned benefit to which the employee is entitled. Therefore, at no time shall accrued vacation time be utilized without specific authorization of the employee or contract.

Section 2.

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

After six (6) months through 5th year	15 work days for each 12 full calendar months of service (10 hours per month)
After 5th year through 10th year	18 work days for each 12 full calendar months of service (12 hours per month)
After 10th year through 15th year	21 workdays for each 12 full calendar months of service (14 hours per month)
After 15th year through 20th year	24 workdays for each 12 full calendar months of service (16 hours per month)
After 20th year	27 workdays for each 12 full calendar months of service (18 hours per month)

Section 3.

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

Section 4.

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

Section 5.

Vacation credits shall continue to be earned while an employee is using paid leave.

Section 6.

Service with a jury shall be considered time worked.

Section 7.

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 in determining accrual rate.

Section 8.

Time spent in actual State service or on military leave, educational leave, or job-incurred disability, leave without pay shall be considered as time in the State service in determining length of service for vacation accrual rate.

Section 9.

Vacation hours may accumulate to a maximum of three hundred twenty five (325) hours; however, in the event of separation or layoff any unused vacation up to two hundred fifty (250) hours only will be paid to the employee.

Section 10.

Employees who work at least thirty-two (32) hours per month shall accrue vacation leave on a prorated basis.

Section 11.

Upon reasonable notice to and approval of the Agency, employees shall be permitted to use any portion of, or all of the employees' accrued vacation credits in any segment, except:

- a. That employees shall have their vacation time paid in full when the employees are laid off, terminated, or take educational leave without pay in excess of thirty (30) days;
- b. As provided for set-off of damages or misappropriation of State property or equipment on termination;
- c. To avoid losing vacation, the Agency may schedule the employee who has accrued two hundred fifty (250) hours to take vacation or make a cash payment in lieu of scheduling;
- d. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, seniority may be exercised only once in any calendar year.

Section 12.

Employees that transfer from one AFSCME bargaining unit to another AFSCME bargaining unit shall be allowed to transfer up to eighty (80) hours of accrued vacation credit. The balance of vacation credits shall be paid for at the time of transfer.

Section 13.

Employee vacations will start on the first day following the employee's regularly scheduled two (2) days off when approved by the Agency.

Section 14. Reimbursement for Cancelled Vacation.

Vacation that has been scheduled and approved may not be cancelled by the Agency except in the event of an emergency. When unrecoverable vacation costs are incurred by the employee, the Agency shall pay the unrecoverable deposits; receipts will be required.

ARTICLE 34 - SICK LEAVE

Section 1.

Employees shall accrue eight (8) hours of sick leave for each full month worked. Employees working less than a full month but at least thirty-two (32) hours shall accrue sick leave on a pro rata basis.

Section 2.

Temporary employees who are subsequently appointed to permanent positions covered by this Agreement, in the same class in which they were employed as a temporary, without a break in service of fifteen (15) days or more, shall be credited with sick leave from their most recent temporary appointment date.

Section 3.

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

Section 4.

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

Section 5.

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

believe that the employee's return to work would be a health hazard to either the employee or to others. 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.

#### Section 6. Sick Leave Exhausted.

If an employee's sick leave accrual should become exhausted, the employee may, at the employee's option, with management's approval, utilize any vacation, holiday, personal leave, or compensatory time they have accrued. An employee may use accrued vacation or compensatory time upon expiration of sick leave credits unless the employee is on a written notice involving attendance problems.

#### Section 7. Job-incurred Injury or Illness (Workers' Compensation).

Accrued sick leave may be used for a job-incurred injury or illness at the employee's option. The 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. Should an employee who has exhausted earned sick leave elect to use vacation leave or compensatory time during a period in which Workers' Compensation is being received, the salary paid for such period shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued vacation leave. If an employee's sick leave accrual should become exhausted, the employee may utilize any vacation, personal leave, or compensatory time they have accrued. Such leave would be utilized on the same prorated basis as sick leave.

After earned leave has been exhausted, or if the employee elects not to use leave, the Appointing Authority 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 the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position. The Appointing Authority may require that the employee submit a certificate from the attending physician or practitioner in verification of disability from job-incurred injury/illness. 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.

#### Section 8. Non-job Incurred Injury or Illness.

a. After earned sick leave has been exhausted, the Appointing Authority shall grant sick leave without pay for non-job incurred injury or illness to any employee upon request for a period up to one (1) year provided such leave will not seriously handicap the work of the Agency. Extensions of sick leave without pay for any non-job-incurred injury or illness beyond one (1) year must be approved by the Appointing Authority. An employee may choose to retain up to eight (8) hours of earned sick leave prior to going on such leave without pay.

b. Non-Job-Incurred Medical Certification. The Appointing Authority may require that the employee submit a certificate from the attending physical or practitioner in verification of disability resulting from the non-job-incurred injury or illness. In the event of a failure or refusal by an employee on a non-job-related sick leave without pay to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled by registered letter to the last known

address. Failure to return to work or supply a certificate within five (5) days of delivery or attempted delivery shall be deemed a resignation.

#### Section 9. Hardship Leave.

The Agency will allow employees to make donations of accumulated vacation leave or compensatory time to a co-worker who has exhausted accumulated leave due to an extended serious illness or injury to the employee or his/her immediate family member or a member of the immediate household. The donated leave shall not exceed the hours necessary to cover for the qualifying absence. Hardship leave donations will be administered under the following stipulations and the terms of this agreement shall be strictly enforced with no exceptions.

- a. The recipient and donor must be regular employees of the Agency.
- b. The Agency shall not assume any tax liabilities that would otherwise accrue to the employee.
- c. Use of donated leave shall be consistent with the other Sections of this Article.
- d. Applications for hardship leave shall be in writing and sent to the Agency's Personnel Section and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least fifteen (15) days following donee's projected exhaustion of the accumulated leave and the total leave is at least thirty (30) days. Donated leave may be used intermittently.
- e. Accumulated leave includes, but is not limited to, sick, vacation, personal, and compensatory leave accruals.
- f. Donations shall be credited at the recipient's current regular hourly rate of pay. Donations shall be used to reimburse the Agency for such costs as are incurred for insurance contributions pursuant to Article 13 which the recipient is eligible to receive as a result of the employee's use of donated hardship leave.
- g. Employees otherwise eligible for or receiving workers compensation or on parental leaves will not be considered eligible to receive donations under this agreement.
- h. 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.

Employees determined to be eligible in accordance with provisions of federal and State leave laws shall have all the rights, and be subject to all of the requirements of those laws. Such laws include, but are not limited to, the Federal Family and Medical Leave Act of 1993 (FMLA), the Oregon Parental Leave Law (ORS 659.360), the Oregon Pregnancy Leave Law (ORS 659.389), and the Oregon Family Medical Leave Law (ORS 659.560).

#### ARTICLE 35 - FAMILY LEAVE

Employees determined to be eligible in accordance with provisions of federal and State leave laws shall have all the rights, and be subject to all of the requirements of those laws. Such laws include, but are not limited to, the Federal Family and Medical Leave Act of 1993 (FMLA), the Oregon Parental Leave Law (ORS 659.360), the Oregon Pregnancy Leave Law (ORS 659.389), and the Oregon Family Medical Leave Law (ORS 659.560).

#### ARTICLE 36 - LEAVES WITH PAY

Employees shall be granted a leave of absence with pay in accordance with the following:

- a. Service with a jury. The employee may keep any money paid by the court for serving on jury.
- b. Appearances before a court, legislative committee, or judicial body as a witness in response to a subpoena or other direction by proper authority for matters relating to the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.
- c. Taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service, or any local organization of civil defense, for a period of no more than five (5) working days.
- d. Other authorized duties in connection with State business.
- e. An employee who has been employed in State service for six (6) months or more, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to leave of absence from the employee's duties for a period not to exceed fifteen (15) calendar days or eleven (11) working days in any federal fiscal year.
- f. An employee may be granted educational leave in which the Agency may defray a part or all of the cost, either through allotment or payment of salary. Such leave shall be granted only when the benefits to be realized by the State will outweigh the cost and inconvenience to the State. Each request for leave must be approved by the Agency Head or designee, who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.
- g. Interview Leave shall be allowed pursuant to the following:
  1. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed agency paid time to interview for positions within their agency when such interview (s) occurs during their work hours. An Appointing Authority or designee shall determine the appropriate amount of time for the interview and whether the time taken for interviews is excessive. Such determination is not subject to the grievance procedure.
  2. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to two (2) hours of agency paid time to interview for positions with another state agency when such interviews(s) occurs during their work hours. An Appointing Authority or designee shall determine whether the amount of time requested for the interview is appropriate and whether the time taken for interview is excessive. Such determination is not subject to the grievance procedure.

Interview leave time approved and taken to interview with another state agency that exceeds two (2) hours of agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flex time within the same workweek. Use of accrued leave for this purpose shall not result in overtime.
  3. All interview leave time approved under Guidelines 1 and 2 must be recorded as IT on the employee's timesheet/time reporting period.
  4. Interview leave used shall not count as time worked for purposes of overtime.
  5. An agency shall not incur any employee reimbursement costs.

h. 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.

## ARTICLE 37 - LEAVE OF ABSENCE WITHOUT PAY

### Section 1.

Applying for leave of absence without pay will be in writing and submitted to the immediate supervisor.

### Section 2.

In instances where the work of an Agency shall not be genuinely handicapped by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay.

### Section 3.

Time spent on leave without pay in excess of thirty (30) consecutive days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability.

### Section 4. Military Leave.

An employee who has received official orders from any Reserve component of the armed forces of the United States shall be given such military leave without pay as may be provided by law.

## ARTICLE 38 - PRE-RETIREMENT COUNSELING LEAVE

At any time after either reaching age forty-five (45) with twenty (20) years of police and fire service or of reaching age fifty (50), each employee shall be granted up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least seven (7) days prior to the intended date of use.

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

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

### ARTICLE 39 - ELECTION DAYS

On recognized federal and State Election Days, the work will be arranged to allow the employees the opportunity to vote.

### ARTICLE 40 - PROMOTIONS/ADVANCEMENT

#### Section 1.

The Agency desires to give all the bargaining unit employees an opportunity to fill bargaining units vacancies. To that end, the Agency intends to insure, subject to the requirements of Affirmative Action and Equal Employment Opportunity, that all bargaining units employees may apply and be considered for all vacancies in the bargaining units covered by the terms of this Agreement and for which, in the judgment of the Agency, the employee is qualified. The Agency will determine the method of selection and determine the individuals to fill a vacancy.

#### Section 2.

The employee is responsible for preparation for advancement and qualification for promotion within the Agency.

#### Section 3.

Employees will be notified of all the bargaining units vacancies covered by the terms of this Agreement, which the Agency intends to fill by posting a list of such vacancies on designated bulletin boards as agreed to by the Agency and the Union. This posting will be for a minimum of five (5) days in order to give employees an opportunity to apply for the vacant positions.

### ARTICLE 41- TRIAL SERVICE

#### Section 1.

Each employee appointed to a position in the bargaining unit by initial appointment to the Agency or promotion shall, with each appointment, serve a trial service period. Trial service may be extended only in instances where a trial service employee has been on cumulative leave without pay for fifteen (15) days or more and then only by the number of days the employee was on such leave, except as modified under Section 2 of this Article.

#### Section 2. Trial Service Time.

The trial service period is recognized as an extension of the selection process and is the prescribed time immediately following appointment.

Trial service shall not exceed twelve (12) full calendar months for initial appointment to or promotion within the Oregon Youth Authority. Where a Parole Assistant has been assigned

work out of classification as a JPPO, the trial service period may be reduced up to six (6) months.

Section 3.

When, in the judgment of the Agency, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, then, at any time, the Agency may appoint the employee to regular status.

Section 4.

Initial trial service employees may be removed from service when, in the judgment of the Agency, the employee does not demonstrate the competence and/or fitness for the position. Such removals under this Article are not subject to appeal or the grievance procedure.

Section 5.

An employee on trial service, other than initial trial service, who is removed shall be reinstated to the employee's former position providing the employee was a regular employee in another position in an AFSCME bargaining unit immediately prior to the appointment, and provided the employee has not been charged under ORS 240.555.

ARTICLE 42 - TRAINING/EDUCATION

Section 1. Training.

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

Section 2. Developmental Opportunities.

The Agency may provide developmental assignments and job rotation assignments by written agreement with the Union and employees who volunteer. Employees volunteering for these assignments retain their permanent position classifications, remain on the Agency payroll, retain the representation (AFSCME) status of their permanent positions while on the assignment, and return to their permanent positions on completion of the assignment. Employees participating in developmental and job rotation assignments will continue to receive compensation at the rate of their permanent position and shall continue to accrue rights and benefits related to their permanent position.

Section 3.

Employees may be granted time off with pay to take job-related educational courses or training sessions.

ARTICLE 43 - JOB SHARING

Section 1.

"Job sharing position" means a full-time position in the classified service that may be held by more than one (1) individual on a shared time basis whereby the individuals holding the position work less than full time.

Section 2.

Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the Parole Supervisor or Area Coordinator to be considered for job share positions. Management shall determine if job sharing is appropriate for a specific position and will recruit and select employees for job share positions. Where the management determines job sharing is appropriate, the management agrees to provide written notification to all job share applicants of available job share positions in their office in the Agency.

Section 3.

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

Section 4.

Job sharing employees shall be entitled to share the full Agency paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled per week or per month whatever is appropriate. In any event, the Agency contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Agency paid insurance benefits and the full premium amount through payroll deduction.

Section 5.

For purpose of layoff, individuals filling a job share position which totals a full-time equivalent shall be considered as part-time employees at the time the position has been affected by a layoff.

Section 6.

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

ARTICLE 44 - LAYOFF PROCEDURE

Section 1.

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

Section 2.

Employees shall be laid off and service credits calculated within the following mutually exclusive categories:

- a. Full-time,
- b. Part-time (including job share).

### Section 3.

Layoff shall be by classification as defined in Article 1, Section 2. The classification and geographic area to be affected by any particular layoff shall be identified by the Agency at the time the layoff is declared. The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff and the staff with the least service credits will also receive notification of the possible bumping option. Notification shall normally go to the employee with the least State service credits at the worksite to be reduced. The Agency shall notify in writing all affected employees of their State service credits and their contractual bumping rights.

It is understood that when an employee who is to be laid off possesses knowledge, skill, or ability, the loss of which in the judgment of the Agency would seriously impact operations, the Agency may hold that employee in active status, while laying off the next employee in service credit order in the employee's stead. When it is necessary to hold an employee, who would otherwise be laid off, the Agency will document the need and such documentation shall be provided to the Union at least twenty-one (21) days prior to the effective date of potential layoff. In addition, the subsequently affected employee(s) will be given notice at the same time, irrespective of Section 1. Any dispute in this regard may be taken up as a grievance by the Union filed with the Employee Services Manager.

If it is found that two (2) or more employees who are impacted have equal State service credits, layoff notice shall be given to the employee with the least Agency seniority (see Article 55). If ties between employees still exist, the order of layoff shall be determined by the Appointing Authority in such a manner as to conserve for the State the services of the most qualified employees.

### Section 4. State Service Credit.

State service credit is defined as total length of continuous State service. One (1) point shall be allowed for each month of unbroken service, except as a temporary employee in State service. An employee's State service credit shall be computed from the date of the employee's employment by the State. State service credits shall be prorated for part time employees and/or partial months worked, except when resulting from a leave without pay for less than one (1) year.

State service credit shall be forfeited if an employee has a break in service from the State by separation or termination of more than two (2) years, other than layoff, or fails to respond within five (5) consecutive work days after receiving notice by registered letter mailed to the last address on the Agency's records, unless prevented from responding by conditions beyond the employee's control.

A leave without pay of more than fifteen (15) calendar days one (1) year shall not count toward accrual of State service credits.

### Section 5. Options in Layoff.

Except for Section 3, paragraph 2, the employee with the least State service credits in the work site shall be given notice of layoff and may file a written request to exercise an option in lieu of layoff with the Appointing Authority within five (5) work days of receipt of such notice.

For purposes of this Article a vacancy that the Agency intends to fill shall be considered to have the least State service credits. If more than one (1) vacancy exists the employee may select from the vacancies. If more than one (1) vacancy exists and more than one (1) employee has received layoff notice, the employee with the most State service credits shall have first selection of the vacancies and selection shall continue based on most State service credits.

The employee shall make one (1) choice from the five (5) options listed below:

#### Displace Within Classification

1. Any employee notified of layoff may opt to displace the least State service credit person in the geographic area in the same classification provided the employee can perform the specific requirements of the position within approximately thirty (30) days.

2. The employee may opt to displace the least State service credit person on a statewide basis provided the employee can perform the specific requirements of the position within approximately thirty (30) days.

#### Demote to Lower Level Classification

3. Any employee notified of layoff may elect to demote to a lower classification in the geographic area for which the employee is qualified provided the employee can perform the requirements of the position within approximately thirty (30) days, if a position exists where the incumbent has the least State service credit.

4. The employee may opt to demote to a lower classification and displace the least State service credit person on a statewide basis provided the employee can perform the specific requirements of the position within approximately thirty (30) days where the incumbent has the least State service credit.

#### Layoff

5. The employee may elect to be laid off.

#### Section 6.

The name of a demoting employee shall then be placed on the appropriate layoff list for the class the employee demoted from. 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 7.

If an employee's selection in Section 5 requires moving, moving expenses shall be assumed by the employee.

#### Section 8. Recall List.

A recall list shall be a list of employees by classification and geographic area who are laid off from the Agency or who have demoted in lieu of layoff. The employee will automatically be placed on the geographic recall list from their area and must, if interested, designate placement on recall lists for additional areas. Recall shall be from the list in order of greatest State service credits, one (1) name at a time, to the vacancy in the classification and within the designated geographic area provided the employee can perform the specific

requirements of the position within approximately thirty (30) days. If an employee is certified from the recall list and is offered a position in the geographic area, he/she shall have one right of refusal to be rendered within five (5) days of the offer. Upon the second refusal to the same geographic area, the employee's name shall be removed from that geographic recall list.

Employees on the recall list shall be responsible to keep the agency informed of a current address and telephone contact number. In the event the address of record is no longer valid, the employee's name shall be removed from the recall list.

No new employees will be hired nor will employees be transferred until all employees on the recall list in that class for that geographic area have been offered reemployment. Names shall be maintained on the appropriate recall list(s) for two (2) years from the effective date of layoff or demotion, unless removed in accordance with above language or the employee has accepted a position from the recall list.

#### Section 9.

Unclassified, exempt and management service employees shall be restored into classified service pursuant to ORS 240.570. If a reduction in force is required in connection with this return it will be accomplished through this Article. There shall be no cross-bumping between management service and the bargaining unit. In instances where a management service employee is to be restored to the bargaining unit and a vacancy exists but a bargaining unit employee with more service credits is on the recall list for that geographic area, recall will occur.

#### Section 10.

There will be no cross bumping between bargaining units.

#### Section 11. Geographic Area

For the purposes of this Article the geographic areas are defined as:

Area 1 – Clatsop, Columbia, Tillamook, Washington, Multnomah, Yamhill, Clackamas, Marion, Polk, Lincoln, Benton, and Linn counties

Area 2 – Lane, Douglas, Coos, Curry, Josephine, and Jackson counties

Area 3 – Hood River, Sherman, Gilliam, Wasco, Wheeler, Jefferson, Crook, Deschutes, Klamath, and Lake counties

Area 4 – Morrow, Umatilla, Wallowa, Union, Grant, Baker, Harney, and Malheur counties

#### Section 12. Secondary Recall Rights.

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

b. Definitions.

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

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

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

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

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

d. Procedures.

1. Placement on the Secondary Recall List.

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

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

2. Use of the Secondary Recall List.

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

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

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

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

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

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

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

C. Employees appointed to positions from the Secondary Recall List

shall serve a trial service period not to exceed three (3) full months, except that employees hired into the Offender Information and Sentence Unit as Prison Term Analysts (PTA) shall serve a trial service period consistent with the Department of Corrections agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four 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 13. Temporary Interruption of Employment.

When work is not available due to a temporary situation beyond the Agency's control, employees in the affected work unit may have their employment temporarily interrupted for up to fifteen (15) calendar days without this being considered a formal layoff under this Article. Temporary workload fluctuations will not be considered as justification for invoking this provision.

Should such a temporary interruption of employment occur, employees so affected will be allowed to use any form of accrued paid leave including vacation, compensatory time off, or personal leave or will be placed on leave without pay where the affected employee(s) have insufficient compensatory time to cover the period of interruption.

If limited work is available within the affected work unit, it will be offered to the employee with the most State service credits, within the affected classifications, provided that employee possesses any special skills that are required.

## ARTICLE 45 - REVIEW OF CLASSIFICATION SERIES

### Section 1.

It is agreed and understood that procedures for establishing new proposed classifications and for material revision of existing classifications will provide reasonable opportunity for review and input by the Union prior to implementation.

### Section 2.

The parties shall negotiate the salary range for new and materially revised classifications. Negotiations for the establishment of new salary ranges for such new or revised classification shall commence no later than thirty (30) days after the initial receipt by the Union of the new or revised class specifications.

### Section 3.

Implementation of a salary adjustment or rate change agreed upon in the salary negotiations shall be effective the first of the month following legislative approval of the negotiated salary, unless otherwise specified in the negotiated agreement.

Section 4.

The Union may recommend classification studies to be conducted by the Department of Administrative Services, Human Resources Services Division including the reasons for the need for such studies.

ARTICLE 46 - RECLASSIFICATION PROCEDURE

The parties shall use the following procedure to process reclassification requests.

Section 1.

The Agency shall furnish class specifications at the request of the Union or employee.

Section 2.

The employee will submit a completed official Position Description form and written explanation for a proposed reclassification request to the Agency Personnel Officer and a copy mailed to the Union.

Section 3.

The Agency shall conduct a classification audit and review the merits of the request. Within thirty (30) days after receipt of reclassification request the Agency shall notify the Union of its decision. The Union shall have an opportunity, before the thirty (30) days decision date, to meet with the Agency to present arguments and recommendations where there are objections to the proposed reclassification. The parties may extend the time limits by mutual, written agreement in those instances where the review process or other extenuating circumstances require additional time for analysis.

Section 4.

Any employee who is involuntarily reclassified or any employee whose reclassification request is denied may take the matter up as a grievance under Article 52, Grievance and Arbitration, of this Agreement.

Section 5.

Should the duties of the position support the proposed reclassification, the Agency shall make the determination whether to seek legislative approval for reclassification or remove the duties. If a reclassification request, as approved, does not receive the necessary legislative approval required by ORS 291.371, the Agency shall immediately change the duties of the employee to conform to the prior classification.

Section 6.

The effective date of a reclassification implemented under this Article shall be the first of the month following the month in which the reclassification request was received by the Agency.

Section 7.

Any incumbent who has successfully performed for three (3) months the duties of the position reclassified shall be continued in the position.

Section 8.

Any employee reclassified downward will move into the new range at the step that is nearest the employee's current rate. The employee's anniversary date shall remain the same. If the employee's rate is above the highest step in the lower range, the employee shall receive no reduction in pay. Similarly, such employee shall not receive future salary adjustments until such time as the new range encompasses the employee's salary. At this time, the employee shall have a salary adjustment to the nearest step in the range. The employee shall also be placed on the Layoff List for the previously-held classification.

Section 9. Reclassification Upward.

Any employee reclassified upward shall move into the new range at the closest step that is higher than the employee's current rate. Anniversary date for future step increases shall be established as the first of the month following the date the employee's request was received.

ARTICLE 47 - 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 48 - EMPLOYEE RIGHTS

### Section 1.

Off duty activities of employees will not subject them to disciplinary action by the Agency unless such activities are illegal or a conflict of interest with the employees' duties or the mission of the Agency.

### Section 2.

Employees who are the subject of an internal Agency complaint investigation shall be assured the following rights:

a. The employee shall be given notification of the general nature of the investigation prior to interviews being conducted with other than the complainant.

b. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the federal and State Constitutions and Laws.

c. The employee shall be informed of the nature of the complaint or charges before the employee is required to respond to questions concerning the complaint or charges. Such interview shall normally occur during employee paid time.

- d. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to counsel and/or Union representation prior to and/or during the interview.
- e. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.
- f. Formal complaints or charges made about an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.

Section 3.

Employees who are the subject of a citizen complaint shall be allowed to submit a rebuttal statement to the supervisor for his/her file.

ARTICLE 49 - 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 appointments shall be for a stated period not exceeding two (2) years, except extended by legislative or Emergency Board action. Such appointment shall 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 and shall be so notified.
- b. A person appointed from AFSCME regular status within the bargaining unit to a limited duration appointment shall be entitled to rights under the layoff procedure within their 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 conditions. Such notification shall include the following:

- a. That the appointment is of limited duration.
- b. That the appointment may cease at any time.
- c. That persons who accept a limited duration appointment who were formerly classified state employees, from AFSCME, within the bargaining unit, are entitled to rights under the layoff procedure starting from the prior class within the Agency.
- d. That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

ARTICLE 50 - PERSONNEL FILES

Section 1.

No report, correspondence or document of an adverse nature shall be entered into the employee's agency personnel file unless a copy of the completed report, correspondence, or

document is furnished simultaneously to the employee and bears the signature of the employee indicating that the employee has read the material or a statement by the supervisor that the employee has been shown the material and refused to affix the employee's signature. The employee shall have the right to submit a rebuttal which shall be placed in the agency personnel file also. An employee's signature on any adverse report, correspondence or document shall not be construed to mean that the employee agrees with the content.

### Section 2.

Any file maintained by the Agency regarding an employee may be inspected by the employee, or any other employee with the written permission of the affected employee. No material of an adverse nature may be used against an employee unless introduced into the employee's agency personnel file as described in this Article.

### Section 3.

All reports, correspondence or documents of an adverse nature shall be expunged from an employee's agency personnel file and all other files after three (3) years of the date they were written. Such materials may, however, be removed after twenty-four (24) months, provided there has been no recurrence of the problem or a related problem in that time. Such earlier removal will be permitted when requested by the employee and if approved by the Appointing Authority.

If any material reflecting critically or adversely on an employee is proven to be materially incorrect, it shall be removed from the personnel file. Grievances shall not be placed in personnel files.

## ARTICLE 51 - DISCIPLINE AND DISCHARGE

### Section 1.

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.

### Section 2.

a. Dismissal Appeals. The dismissal (and pre-dismissal suspension without pay) of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reasons for the appeal and be submitted to the Human Resource Services Division-Labor Relations Unit, in writing, within ten (10) calendar days from the effective date of the dismissal.

b. Reduction, Suspension and Demotion Appeals. An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline. The reduction in pay, demotion and/or suspension (other than pre-dismissal suspension without pay) of a regular status employee may be appealed to the Agency Head step in the Grievance Procedure within ten (10) calendar days from the effective date of the action. The Agency Head shall respond in writing in accordance with the appropriate time limits contained in the Grievance Procedure. If the appeal is not resolved at the Agency Head step, the Union may appeal the action to the HRSD-Labor Relations Unit, within fifteen (15) calendar days after receiving the response from the Agency. The HRSD-Labor Relations Unit shall respond to the grievance within fifteen (15) calendar days. If the appeal is not

resolved at the HRSD-Labor Relations Unit, the Union may submit the issue to arbitration within ten (10) calendar days after receiving the response from the HRSD-Labor Relations Unit.

c. Appeal of a written reprimand, and any other form of discipline other than dismissal, reduction, suspension and demotion appeals. Appeal of a written reprimand, refusal/withholding of merit step increase and any other form of discipline other than dismissal, reduction, suspension and demotion shall be in accordance with Article 52, Grievance and Arbitration Procedure.

### Section 3.

In the event of reduction in pay, dismissal, suspension, demotion, or written reprimand, a written statement shall be given to the employee at the time action is taken. In the event it is necessary to immediately remove the employee from the premises, the written statement shall be provided within forty-eight (48) hours of the removal. The written statement shall include the complaint against the employee and the facts upon which the Agency relies in support of the complaint.

### Section 4.

A pre-dismissal investigation shall be conducted with regard to a regular status employee against whom a charge is presented which potentially justifies dismissal. The Appointing Authority or designee shall provide notification to such an employee and to the Union Council Representative and Chief Steward of the following: that potential cause for employee's dismissal has arisen; the known complaints, facts, and charges; and that the employee will be afforded the opportunity to refute such charges or present mitigating circumstances at an informal meeting at a time and date set forth in the notice. Such notification shall include a copy of this Article. The employee may be suspended in accordance with current practice or be allowed to continue work during the period of investigation. The Appointing Authority will normally issue a final decision within twenty-one (21) calendar days after the meeting, or will notify the employee and the Union within that time when the decision can be expected. Extensions requested by the employee or the Union shall not count against the twenty-one (21) days.

### Section 5.

Upon the request of any employee who is called to an investigatory meeting or a meeting which may result in discipline being imposed upon the employee, the employee shall be entitled to the presence of a Union Representative. Should an employee be demoted or discharged by the Agency, a Union Representative will be made aware of the action and allowed to be present prior to the Agency talking to the employee. Should the employee not desire Union representation at the meeting, the employee may request the Union Representative leave prior to the start of the meeting.

### Section 6.

A Union Representative shall have the right to discuss with appropriate management staff any disciplinary action imposed, at the affected employee's written request, with or without the employee's presence.

## ARTICLE 52 - GRIEVANCE AND ARBITRATION

### Section 1.

Grievances are defined as acts, omissions, applications of interpretations alleged to be violations of the terms and conditions of this Agreement. Employees shall meet with the immediate supervisor informally. If such problems cannot be resolved, the employee may avail themselves of the following procedure. A grievance shall not be expanded upon after the grievance has been filed with the Agency Head.

### Section 2.

a. Disputes arising from reduction in pay, dismissal, suspension or demotion other than initial trial service employees are subject to the grievance and arbitration procedure pursuant to the expedited procedures described in Article 51, Discipline and Discharge.

b. Appeal of a written reprimand and any other form of discipline other than dismissal, reduction, suspension and demotion appeals. Appeal of a written reprimand, refusal/withholding of merit step increase and any other form of discipline other than dismissal, reduction, suspension and demotion shall be in accordance with this Article.

### Section 3.

Employee, with or without Union representation will contact their immediate supervisor to meet and discuss alleged contract violations prior to filing a written grievance at Step 1.

Step 1. If the issue is unresolved, the Union will submit a written grievance containing the date of occurrence, the act or omission that created the grievance, the section violated, and the remedy desired within thirty (30) days of the alleged occurrence. The supervisor's response shall be done within fifteen (15) days of receipt of the grievance.

Step 2. If the issue is not settled at Step 1, the Union shall submit the grievance to the Agency Head or designee within fifteen (15) days of the first step response or its due date, whichever is first. The Agency Head or designated representative's response shall be due in writing within fifteen (15) calendar days of receipt of the appeal.

Step 3. If the grievance is not resolved by the Agency, the Union shall notify the Human Resource Services Division-Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days of receipt of the Agency response that such response is not acceptable. A meeting will be held between the parties to mutually share information about the grievance. The parties shall fully disclose their respective positions and all supporting evidence. All potential resolutions shall be discussed in this meeting and shall be non-prejudicial to the parties if arbitration occurs. The meeting shall occur within thirty (30) days of the Union's notice, unless otherwise agreed to in writing.

Step 4. If the grievance is not resolved at the HRSD-Labor Relations Unit within thirty (30) days of the Step 4 notice or as otherwise mutually agreed to in writing, the Union shall notify the HRSD-Labor Relations Unit that it desires arbitration of the grievance.

#### Step 5. Selection of an Arbitrator.

1. The Union will request from the Employment Relations Board, the names of five (5) qualified arbitrators at the time it notifies the HRSD-Labor Relations Unit of its intent to arbitrate.

2. The Union and the HRSD-Labor Relations Unit will select an arbitrator by alternately striking names with the moving party striking first, from the Employment Relations Board list, one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator, and arbitration hearings shall commence at such time and place mutually agreed to by the parties.

Section 4.

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 parties do not waive any right of review provided by law. The arbitrator shall have no authority to add to or subtract from or change any of the terms of the Agreement, except for salaries on new classifications. The arbitrator's award shall be due to the parties within thirty (30) days of the close of the hearing.

Section 5.

The arbitrator's fees 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 borne exclusively by the party requiring the service or item for which payment is to be made.

Section 6.

Grievances shall be reduced to writing and submitted on the form identified as AFSCME Grievance Form.

Section 7.

Time limits specified in this procedure must be observed unless either party requests a specific extension of time which, if agreed to, shall be stipulated in writing and shall become part of the grievance record. If management fails to issue a response within the time limits set forth in this Article, the grievance may be advanced to the next step of the grievance procedure.

ARTICLE 53 - GENERAL PROVISIONS

Section 1. Transfers.

An involuntary transfer of an employee out of the bargaining unit occasioned by a reduction in force in that unit shall be done in inverse order of State service credit.

Section 2. Withdrawal of Resignation.

An employee who has given notice of resignation has up to twenty-four (24) clock hours during which to rescind the resignation.

Beyond the twenty-four (24)-hour period, the resignation may be withdrawn only with the approval of the Appointing Authority.

ARTICLE 54 - STRESS/CAREER COUNSELING

Section 1.

Any employee, during the performance of the employee's work, who is seized and detained by force or threat, shall be allowed reasonable time off immediately after the incident to recover from any physical or psychological disability caused by the action. Any period of time beyond one (1) day necessary for purposes of readjustment shall be determined by the employee's physician or psychiatrist subject to verification by a physician or psychiatrist of the Agency's choice.

Section 2.

Such leave shall be charged against any accumulated time the employee has earned; however, where an employee is receiving compensation through Workers' Compensation or

other victim compensation relief, such charges will be on a pro rata basis not to exceed the employee's regular salary.

### Section 3.

Where an employee who has established a good work record develops improper work habits or excessive absenteeism, which may be evidence of job stress, the Agency shall attempt to establish the reasons behind the employee's poor work habits and shall counsel with the employee in an attempt to aid the employee in developing a program to begin improving those habits. Any admissions of the employee of wrong doing, which are brought out during such counseling sessions, shall not later be used against the employee in any subsequent disciplinary procedure unless otherwise proven. The Agency shall post and keep current all available educational programs, seminars, and workshops relating to stress management.

## ARTICLE 55 - AGENCY SENIORITY

Agency seniority is defined as total length of continuous Agency service. Agency is intended to include continuous service in the Oregon juvenile justice system under predecessor agencies. An employee's seniority shall be computed from the date of the employee's employment by the Agency in any capacity, except temporary appointment.

Seniority shall be forfeited if an employee has a break in service by separation or termination from the Agency of more than one hundred eighty (180) calendar days, other than layoff, or fails to respond within five (5) consecutive work days after receiving notice by registered letter mailed to the last address on the Agency's records, unless prevented from responding by conditions beyond the employee's control.

Seniority lists shall be prepared by the Agency, during January, updated periodically, and posted on bulletin boards.

## ARTICLE 56 - MOVING EXPENSES

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

LETTER OF AGREEMENT  
2007-2009 INSURANCE  
PART TIME EMPLOYEES HEALTH INSURANCE SUBSIDY

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

The OYA agrees to schedule a room to be available on Case Review days for the purposes of allowing all staff to meet to discuss their work. Utilization of this room will be reviewed at six (6)-month intervals. If management finds that the room is not being utilized, it may discontinue scheduling the room for this purpose. The Union agrees that this room is provided to facilitate the sharing of information between staff and not for Union business.

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 - 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 12, 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.

LETTER OF AGREEMENT  
PSYCHOLOGICAL TESTS AND IMPACT PRE-EMPLOYMENT EVALUATIONS  
(OYA JPPA'S)

1. This Letter of Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting through its Department of Administrative Services, Human Resource Services Division – Labor Relations Unit on behalf of the Oregon Youth Authority (hereinafter the "Agency" or "OYA"), and the American Federation of State, County, and Municipal Employees. Employees represented by AFSCME and in the classification of Juvenile Parole/Probation Assistant as of August 1, 2006, are covered by this Agreement.
2. Candidates for promotional consideration to the classification of Juvenile Parole/Probation Officer (JPPO) positions will be subject to taking an IMPACT test. The test will be part of the filling of vacancy process. A psychological evaluation will be required as a condition of employment to the selected promotional candidates. The psychological evaluation will be conducted by a Psychologist hired by OYA.
3. The requirement described herein will apply to Juvenile Parole and Probation Assistants applying for promotion to Juvenile Parole and Probation Officer.
4. If an employee takes the IMPACT test as part of the promotional consideration, the employee will be considered to be on paid work time while taking the test, but in no case will result in overtime without management approval. This test may be re-taken at any time, if agency practice allows, however it would be on the employee's own time, not work time. The applicant shall have the opportunity to ask and receive the overall score and hiring recommendation.
5. If an employee is required to participate in the evaluation by the Psychologist following a conditional offer of employment, the time for such an evaluation will be considered paid work time, but in no case will result in overtime without management approval.
6. The results of the IMPACT test and psychologist evaluation are not subject to the grievance procedure.

LETTER OF INTENT

The OYA agrees that employees should have a means of communication with the office available while working in the field. To that end, the OYA will maintain sufficient communications devices such as cell phones so that every bargaining unit member may utilize them as needed for field work.

LETTER OF INTENT

The parties agree to establish a committee to review the implementation of case management responsibilities assigned to Parole Assistants pursuant to Article 26, Section 7. The committee shall be comprised of three (3) members of management and three (3) members of the Union. It shall meet every six (6) months. The Union members will be on paid status.

LETTER OF INTENT

The Agency is willing to discuss concerns that the employees and union have about tools/equipment necessary to perform required duties of the job. This topic will become a standing agenda item for the AFSCME/OYA Statewide Labor/Management meetings.

Letter of Agreement

RE: Article 33 - Vacation Leave – Accrual Rates

The State of Oregon Department of Administrative Services (hereinafter referred to as the State) on behalf of the Oregon Youth Authority, and Oregon AFSCME Council 75 (hereinafter referred to as the Union) hereby agree to amend the 2007/2009 OYA collective bargaining agreement, Article 33 – Vacation Leave, Section 2, as follows:

After the 20 <sup>th</sup> year through 25 <sup>th</sup> year	27 workdays for each 12 full calendar months of service (18 hours per month)
After the 25 <sup>th</sup> year	30 workdays for each 12 full calendar months of service (20 hours per month)

The amended rates shall be effective on the same date as the 2007/2009 collective bargaining agreement.

For The State of Oregon

For Oregon AFSCME Council 75

Glenn L. West  
DAS, State Labor Relations Manager

Ken Allen  
Executive Director

Mary Lenz  
OYA, Employee Relations Manager

Joyce Armstead  
Union Organizer

APPENDIX A

<b>SALARY SCHEDULE</b> 7/1/2007									
<b>RANGE</b>	1	2	3	4	5	6	7	8	9
21	2605	2722	2847	2989	3193	3340	3494	3654	3822
27	3429	3597	3769	4022	4214	4426	4649	4883	5129

Signed this 22nd day of October, 2007 Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION  
OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

\_\_\_\_\_  
Lindsay Ball, Director  
Department Administrative Services

\_\_\_\_\_  
Colleen Savage  
Oregon AFSCME Council 75

\_\_\_\_\_  
Susan Wilson, Administrator  
Human Resource Services Division

\_\_\_\_\_  
Joyce Armstead, Bargaining Team Mbr

\_\_\_\_\_  
Mary Lenz, Employee Services Manager  
Oregon Youth Authority

\_\_\_\_\_  
John Haggard, Bargaining Team Mbr

\_\_\_\_\_  
Glenn West, State Labor Relations Manager  
HRSD - Labor Relations Unit