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IDnum 155 **Language** English **Country** United States **State** OR

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 3327

Occupations Represented
Dentists

Bargaining Agency The State of Oregon

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

2001-2003

AGREEMENT

Between

THE STATE OF OREGON

And The

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 3327

On Behalf Of

Dentists at

THE DEPARTMENT OF CORRECTIONS

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Changes to this contract are indicated in bold type; however, deletions are not .

PREAMBLE

This Agreement is made and entered into by the State of Oregon, hereinafter referred to as the "Employer", acting by and through its Department of Administrative Services on behalf of the Department of Corrections, and the American Federation of State, County, and Municipal Employees Local 3327, Council 75, hereinafter referred to as the "Union".

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent and representative for all half time (.5 FTE) or greater Dentists at the Department of Corrections, whose primary responsibility is clinical care of patients; excluding all contract Dentists, supervisory and confidential employees as defined by ORS 243.650(6) and (14).

ARTICLE 2 - EFFECT OF LAW AND RULES

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

ARTICLE 3 - LEGISLATIVE ACTION

Section 1. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted to the Legislative Assembly promptly upon the signing of this Agreement.

Section 2. Upon signing of this Agreement both parties will jointly recommend to the Legislative Assembly the passage of the funding and statutory changes necessary to implement this Agreement.

ARTICLE 4 - UNION SECURITY

Section 1. Union Activities. Each Agency agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall provide all present and future employees in the bargaining unit with a copy of the Agreement.

Section 2. Union Representation. The Union will notify **the** Agency's Personnel Director in writing of its representative of the Local or District Council 75, American Federation of State, County and Municipal Employees, AFL-CIO.

Upon proper introduction and notice, the representative shall have reasonable access to the premises of the Institution during all working hours to conduct Union business. These representatives shall observe the security regulations of the Institution. Such visits are not to interfere with the normal flow of work.

Section 3. Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by the employee during nonduty time.

Section 4. Union Stewards.

a. The Union shall notify the Agency Personnel Director of the selection of stewards and their alternates.

b. Stewards may receive and discuss complaints and grievances of employees on the premises and time of the Institution, but only to such extent that it does not neglect, retard, or interfere with the work and duties of the stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances upon notice to their immediate supervisor. If the permitted activities would interfere with either the steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities.

c. At the Union's request and subject to the operating requirements of the Institution, stewards for the Union shall be granted, accrued vacation leave, accrued compensatory time or leave of absence without pay to attend the Union's steward training session.

Section 5. Dues Deductions. **The** Agency agrees to deduct monthly membership dues from the pay of those individuals who request such deductions in writing. The amount to be deducted shall be certified to **the** Agency Personnel Director by the Union, and the aggregate deductions shall be remitted monthly, together with an itemized statement, to the treasurer of the Union.

Section 6. Lists. **The** Agency shall furnish to the Union, monthly, a list of names, classifications and home addresses of new employees in the bargaining unit and a listing of changes of address of bargaining unit employees who have submitted such notice to the Personnel Office. **The** Agency shall furnish the Union with a monthly listing of employees who have terminated from the bargaining unit during the previous month.

Section 7. Use of Facilities. Upon request and approval of the Corrections Department, Health Services Administrator, the Union shall be allowed the use of the facilities of the Institution for meetings when such facilities are available and the meeting would not interfere with the business of the Institution.

Section 8. Union Dues and Fair Share.

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

b. Employees in the bargaining unit who are not members of the Union shall make payments-in-lieu-of-dues to the Union. Payments-in-lieu-of-dues shall be equivalent to regular Union dues. Effective the first of the month following the month in which this Agreement is executed and on each pay period thereafter the institution will deduct from the wages of each bargaining unit employee who is not a Union member the payments-in-lieu-of-dues required by this Section. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who did not become members of the Union within thirty (30) days

after the effective date of their employment. The Agency shall remit a payment of all said deductions to the Union by the twentieth (20th) of the month after the deductions are made. Said payments shall be accompanied by a listing of the names and Social Security numbers of all employees from whom deductions are made.

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

d. Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity, or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Agency that this has been done. Notwithstanding an employee's claim of exemption under this Section, the Institution shall deduct payments-in-lieu-of-dues from the employee's wages pursuant to this Section, until agreement has been reached between the employee and the Union.

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

f. The Union agrees that it will indemnify, defend, and save the Employer and each Agency harmless from all suits, actions, proceedings, and claims against the Employer, the Agencies, or persons acting on behalf of the Employer or the Agencies for damages, compensation, reinstatement, or a combination thereof arising out of the Agencies implementation of this Article.

ARTICLE 5 - MAINTENANCE OF STANDARDS

The Agency shall not issue any directive or written statements that have any effect on mandatory subjects of bargaining established by this Collective Bargaining Agreement unless such directives or statements have been agreed upon with the Union. Nothing in this Section is intended to inhibit the Agency from issuing directives and/or statements which interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Union prior to distribution.

ARTICLE 6 - STRIKES AND LOCKOUTS

The Employer agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform his/her assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slow down 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 Employer, to strike, walk out, slow down or commit other acts of work stoppage.

Upon notification, confirmed in writing by the Employer or Agency to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall, upon receipt of a mailing list, advise such striking employees in writing, with a copy to the Employer 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 Employer or Agency.

ARTICLE 7 - SAVINGS CLAUSE

Should any Article, Section or portion of the Agreement be held unlawful and/or unenforceable by a court or board of competent jurisdiction, such invalidation shall apply only to the specific Article, Section or portion directly specified. Upon the receipt of such a decision, the parties shall, upon demand, begin negotiations to replace this Agreement's invalidated Article, Section or portion.

ARTICLE 8 - MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the State retains all rights of management in the direction of its work force.

These rights of management shall include, but not be limited to, the right to:

1. Direct employees
2. Hire, promote, transfer, assign, and retain employees.
3. Suspend, discharge, or take other proper disciplinary action against employees.
4. Reassign employees.
5. Relieve employees from duty because of lack of work or other proper reasons.
6. Schedule work.
7. Determine methods, means, and personnel by which operations are to be conducted.

ARTICLE 9 - CONTRACTING OUT

The Agency may determine to contract or sub-contract work, provided that, as to work which employees in the bargaining unit presently and regularly perform, the Agency agrees to negotiate the impact of the pending action. It is specifically understood that such negotiations are not required in emergency situations or where the impact is minimal and, therefore, not mandatory; however prior notification shall be provided to the Union.

ARTICLE 10 - EQUAL OPPORTUNITY

Section 1. The Employer 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 handicap, marital status, political affiliation, or sexual preference.

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

Discrimination complaints will not be subject to the grievance procedure contained in this Agreement unless the Bureau of Labor and Industries or other such body declines jurisdiction, then the employee may file a written grievance within thirty (30) calendar days from the date jurisdiction was declined.

ARTICLE 11 - SALARIES

Section 1. The State shall continue to "pick up" a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System. Such State "pick up" or payment of employee member monthly contributions to the system shall continue for the life of the Agreement.

The full amount of required employee contributions "picked up" or paid by the State on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 238.005(11) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.995(15) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such State "picked up" or paid employee contributions shall be considered to be employee contributions for the purposes of ORS 238.005 to 238.750. If, by reason of a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction, the Employer must discontinue the 6% "pick up" of the employee's contributions to the PERS fund, the Employer shall increase by 6% the base salary rates for each classification in the salary schedule. This transition shall be done in a manner to assume continuous payment of either the 6% "pick up" or a 6% salary increase.

For the reasons indicated above, or by mutual agreement, should the State cease paying the 6% "pick up" and provide a salary increase for eligible bargaining unit employees during the term of the Agreement, bargaining unit employees' 6% contributions to their PERS accounts shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414(h)(2).

Section 2.

a. Effective **January 1, 2002**, the salary schedule will be adjusted upward by **two percent (2%)**, as follows:

	1	2	3	4	5	6	7	8
<u>SR 37</u>	4933	5179	5438	5708	5993	6292	6606	6920

b. Effective **February 2, 2003**, the salary schedule will be adjusted upward by **three percent (3%)**, as follows:

1	2	3	4	5	6	7	8
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Section 3.

a. The current \$115.00/month differential for board specialties required by the Employer includes special permits issued by the Board of Dentistry.

b. Effective July 1, 1999, establish a thirty percent (30%) differential to be paid for those hours a board-certified oral surgeon is assigned duties directly related to his/her specialty. Where this differential is paid, the \$115.00 differential does not apply.

Section 4. 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.

ARTICLE 12 - 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.

Effective January 1, 2000 **and for plan years beginning January 1, 2002**, the Employer shall make the following contributions in full for full-time employees who have at least eighty (80) paid regular hours in a month:

Employee	\$387.14
Employee and Spouse	\$520.12
Employee and Child(ren)	\$443.59
Employee and Family	\$531.97

Section 2. Plan Year 2002. The Employer contribution shall be sufficient to cover the Public Employees Benefit Board's (PEBB) prototype plans and basic dental coverage within each tier as designated by PEBB annually for the employee and family. An employee may choose not to participate in a prototype plan and may select a plan of greater or lesser premium cost. If the employee selects a plan of greater cost, there may be out of pocket monthly expense to the employee. If the employee selects a plan of lesser cost, the employee may receive cash back. The amount of any out of pocket or cash back cost will be determined by PEBB.

The Employer insurance contribution for plan year 2001 will be based on the composite of the PEBB prototype contribution tiers. The Employer contribution shall be sufficient to cover the PEBB prototype plans and basic dental coverage within each tier as designated by PEBB annually for the employee and family. An employee may choose not to participate in a prototype plan and may select a plan of greater or lesser premium cost. If the employee selects a plan of greater cost, there may be out of pocket monthly expense to the employee. If the employee selects a plan of lesser cost, the employee may receive cash back. The amount of any out of pocket or cash back cost will be determined by the PEBB.

Section 3. Plan Year 2001. For plan year January 1, 2002 through December 31, 2002, the dollar difference between the above Employer monthly contribution for each tier and the premium cost of the plan selected by the employee will be paid by the Employer as a subsidy so that there is no out of pocket previous cost to the eligible employee for health and dental insurance, regardless of tier or plan choice. These subsidies are based on a PEBB estimated composite rate of \$580.00 statewide.

Section 4. Plan Year 2003. For plan year beginning January 1, 2003 through December 31, 2003, the Employer will increase the subsidy paid during plan year 2002 to meet increases in premium costs for PEBB medical and dental plans for plan year 2003, but only up to a maximum amount comparable to an average statewide subsidy increase of \$85.00 per eligible employee.

Should the additional subsidy amount be insufficient funds to cover full premium costs, the PEBB, in its sole discretion, may decide to use the PEBB reserve funds to cover any additional subsidy beyond the \$85.00. If PEBB does not release sufficient reserves, the parties agree to delay implementation of the effective date of the February 1, 2003 salary increase by one month or as agreed to by the parties.

If spending the full \$85.00 subsidy is not necessary to provide coverage with no out of pocket health and dental premium costs to all eligible employees, the parties agree to early implementation of the February 1, 2003 salary increase as provided herein. For every \$15.00 reduction in the average subsidy expense, the February 1, 2003 salary implementation date shall be moved forward one month.

ARTICLE 13 - SAFETY AND HEALTH

The **Agency** agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act, and other applicable law.

ARTICLE 14 - TRAINING AND EDUCATION

The **Agency** recognizes the need and desirability of professional training for dentists. To that end, and subject to the availability of resources, the **Agency** agrees to subsidize training and educational opportunities which the dentist and Management agree are appropriate.

ARTICLE 15 - SICK LEAVE WITH PAY

Sick leave, with pay, shall be determined as follows:

Section 1. Employees shall accrue eight (8) hours of sick leave for each full-time month worked. Employees working less than a full-time month, but at least thirty-two (32) hours shall accrue sick leave on a pro rata basis.

Section 2. Whenever an employee accepts an appointment in another agency of State Service covered by this Agreement, the employee's accrued sick leave in the former agency shall be assumed by the new employing agency.

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, 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. If an employee's sick leave accrual shall become exhausted, the employee may, at his/her option, with management's approval, utilize any vacation, holiday, or compensatory time the employee has accrued.

Section 7. 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.

ARTICLE 16 - VACATION LEAVE

Section 1. 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 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 full 12 calendar months of service (12 hours per month)
After 10th year through 15th year	21 work days for each 12 full calendar months of service (14 hours per month)
After 15th year through 20th year	24 work days for each 12 full calendar months of service (16 hours per month)
After 20th year	27 work days for each 12 full calendar months of service (18 hours per month)

Section 2. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 3. In the event of an employee's death, all monies due him/her for accumulated vacation or salary shall be paid as provided by law.

Section 4. Vacation credit shall continue to be earned while an employee is using paid leave.

Section 5. Service with a jury shall be considered time worked.

Section 6. If an employee has a break in service and that break does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break in service in determining accrual rate.

Section 7. 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 the length of service for vacation accrual rate.

Section 8. Vacation hours may accumulate to a maximum of **three hundred (300) hours; however, in the event of separation or layoff any unused vacation up to 250 hours only will be paid to the employee.**

Section 9. Employees who work at least thirty-two (32) hours per month shall accrue vacation leave on a pro rata basis.

Section 10. Upon reasonable notice to and approval of the Employer, employees shall be permitted to use any portion of, or all of their accrued vacation credits in any segment, except:

- a. That employees shall have their vacation time paid in full when they 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 Employer 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 11. 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 credit shall be paid for at the time of transfer.

Note: Service dates are adjusted for breaks over fifteen (15) calendar days.

ARTICLE 17 - 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'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 4th.
- f. Labor Day on the first Monday in September.
- g. Veteran's 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 Employer. Compensatory time off or cash paid for all time worked shall be at the rate of time and one-half. 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 his/her straight time pay. Any compensatory time earned may be converted to cash payment by the Employer. Holiday benefits shall be prorated for part-time employee.

Section 4. Where an employee has been approved to work an alternate work schedule such as a four (4) day, ten (10) hour work week, management shall either revert the schedule to a five (5) day, eight (8) hour work week 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.

Section 6. Employees who work at least thirty-two (32) hours per month shall accrue holiday leave on a pro rata basis.

ARTICLE 18 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT

Section 1. Travel and Mileage Allowance. Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00PO, and its successors. Changes in this policy will be automatically incorporated into this contract article.

Section 2. Moving Expenses. Reimbursements and procedures will be in accordance with Department of Administrative Services, Human Resource Services Division Policy 40.055.10, and its successors. Changes in this policy will be automatically incorporated into this contract article.

ARTICLE 19 - 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 20 - TRIAL SERVICE

Section 1. All new employees appointed to a position, and those employees promoted, or reemployed after one (1) year in the same classification shall serve a trial service period of one (1) year.

Section 2. The supervisor shall evaluate the employee's work habits and ability to perform his/her duties satisfactorily within the trial service period. The Agency may remove an employee if, in the opinion of the Agency, the trial service indicates that such employee is unable or unwilling to perform his/her duties satisfactorily or that his/her work habits and dependability do not merit his/her continuance in the position. Such removals are not subject to appeal or the grievance procedure.

If such employee was previously a regular status employee in another position in the classified service immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position or classification level unless charges are filed and he/she is discharged as provided in Article 21.

Section 3. An employee who is transferred to another position in the same class, or different class at the same or lower salary level in the Agency prior to completion of the trial service period, shall complete the trial service period in the latter position by adding the service in the former position.

Section 4. An employee who is on approved leave without pay shall have the trial service period extended by the number of days of the leave without pay.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline shall be used except when the nature of the problem requires an immediate suspension, termination, reduction of pay, or demotion. A regular status employee may be suspended, reduced in pay, demoted, or dismissed only for just cause.

Section 2. A written predissmissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges,

and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority or his/her designee at a time and date set forth in the notice, unless a different time is requested by the employee and/or his Union representative and agreed to by the Agency. The employee shall be permitted to have an official representative present. The Appointing Authority may suspend the employee with pay or the employee may be allowed to continue work, as specified within the predissmissal notice.

Section 3. The dismissal 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 Department of Administrative Services Labor Relations Unit in writing within ten (10) calendar days from the effective date of the dismissal. Such appeal shall be heard by the Arbitrator within fifteen (15) calendar days after its receipt, and the final decision and order of the Arbitrator shall be made within thirty (30) calendar days following the close of the hearing.

Section 4. 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 of pay, demotion and/or suspension of a regular status employee may be appealed to Step 3 of the Grievance Procedure within ten (10) calendar days from the effective date of the action. If the appeal is not resolved at Step 3, the Union may appeal the action to the Department of Administrative Services Labor Relations Unit within fifteen (15) calendar days after receiving the response from the Agency. The Labor Relations Unit shall respond to the grievance within fifteen (15) calendar days. If the grievance is unresolved, the Union may submit the issue to arbitration within fifteen (15) calendar days after receiving the response from the Labor Relations Unit.

Section 5. The parties agree that prior to arbitration of a disciplinary action involving a question of professional competence, either party, with notice to the other, may submit the issue to either the Board of Dentistry or the Oregon Dental Association for that organization's review and comment. Such comments will be considered advisory to both parties.

Section 6. Selection of an Arbitrator. The parties agree that an arbitrator chosen to resolve disputes pursuant to this Article, shall have special qualifications. Special qualifications means an arbitrator who is referred by the Employment Relations Board or a dentist acceptable to both parties.

Section 7. The arbitrator's fees shall be paid by the losing party. Should the award be unclear regarding who is the losing party, the arbitrator will determine respective costs for each party and make this part of the award.

ARTICLE 22 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be any disagreement or dispute which arises concerning the application, meaning, or interpretation of this Agreement. The written grievance shall be filed using the procedure in Section 2.

Section 2.

Step 1. Any employee, with notice to the Union, or the Union on the employee's behalf may file a grievance in writing with his/her immediate supervisor, with a copy to the Agency Labor Relations Manager, within thirty (30) calendar days of the alleged action or the date the employee and the Union knew or should have known of the alleged action; however, appeals of discipline or discharge shall be pursuant to Article 21 - Discipline and Discharge. Grievances shall be submitted on the AFSCME Grievance Form. The immediate supervisor shall respond in writing to the grievance within fourteen (14) calendar days after receipt of the grievance to the employee, with a copy to the Union and the Labor Relations Manager.

Step 2. If the grievance remains unresolved at Step 1, it may be appealed within fourteen (14) calendar days after the supervisor's response was due, to the Health Services Administrator. The Health Services Administrator or his/her designated representative, shall respond in writing to the employee, with copies to the Union and the Labor Relations Manager, within fourteen (14) calendar days after receipt of the grievance.

Step 3. If the grievance remains unresolved at Step 2, it may be appealed within fourteen (14) calendar days after the supervisor's response was due, to the Director. The Director, or his/her designated representative, shall respond in writing to the employee, with copies to the Union and the Labor Relations Manager, within fourteen (14) calendar days after receipt of the grievance.

Step 4. If the grievance remains unresolved at Step 3, it may be appealed within fourteen (14) calendar days after the Step 3 response was due, to the Department of Administrative Services Labor Relations Unit. The Labor Relations Unit shall respond within fourteen (14) calendar days after receipt of the grievance.

Section 3. In the event the response from the Labor Relations Unit is acceptable to the Union, such response shall have the same force and effect as a decision or award of an Arbitrator, and shall be final and binding on all and they will abide thereby.

Section 4. Time limits may be extended by agreement of the parties confirmed in writing.

Section 5. The Union or the grievant shall not expand upon the original elements and substance of the written grievance. However, the Union or the employee may modify the Articles cited as being violated and the remedy requested prior to Step 2 of the Grievance Procedure.

Section 6. Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following Labor Relations Unit response, may be submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be in writing and mailed or delivered to the Labor Relations Unit within fourteen (14) calendar days of the receipt of the response from the Labor Relations Unit, or the response's due date, whichever is earlier.

Failure to file for arbitration within the specified fourteen (14) calendar day period shall constitute forfeiture of claim and the case shall be considered closed by all parties.

If the grievance is to be submitted to arbitration, a prearbitration meeting will be held. The meeting shall include both the Labor Relations Unit and the Agency meeting with the Union in an attempt to formulate a submission agreement to be forwarded to the Arbitrator.

Section 7. Selection of the Arbitrator.

a. Within thirty (30) calendar days of affixing of the last signature to this Agreement, the Employer and the Union will jointly request from the Oregon state Employment Relations Board the names of five (5) qualified Arbitrators.

b. In the event that arbitration becomes necessary, the Union and the Employer will select an Arbitrator by alternately striking names, with the moving party striking first, from the

Employment Relations Board list one (1) name at a time until one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the Arbitrator. The arbitration hearing shall commence within fifteen (15) days thereafter, unless otherwise mutually agreed by the parties.

c. After each arbitration, either party may require that a joint request for a replacement list be made to the Employment Relations Board.

Section 8. The parties agree that the decision or award of the Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The Arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate.

Section 9. The Arbitrator's fee and expenses shall be paid by the losing party. If in the opinion of the Arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the Arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 10. Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.

ARTICLE 23 - PERSONNEL RECORDS

Section 1. An employee may, upon request, inspect the contents of his official Agency personnel files except for confidential reports from previous employers. No grievance material shall be kept in the official personnel file. There shall be only one (1) official personnel file kept for each employee.

Section 2. No information reflecting critically upon an employee shall be placed in the employees official personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his personnel file provided the following disclaimer is attached:

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

If the employee is not available within a reasonable period of time or the employee refuses to sign the material, the Institution may place the material in the file provided a statement has been signed by two (2) management representatives and a copy of the document was mailed to the employee at his address of record and a copy to the Union.

Section 3. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he shall be entitled to prepare in writing his explanation or opinion

regarding the prepared material or to file a written grievance. This shall be included as part of his official personnel record until the material is removed.

ARTICLE 24 - LAYOFF

Section 1. Should the Agency find it necessary to reduce the number of dentists through layoff, the dentist(s) with the lowest length of service in that Agency will be affected unless special qualifications prevent this. The Union will be notified as soon as the Agency anticipates any reduction of dentists pursuant to this Article. If, as a result of layoff, the Agency must redeploy remaining staff, the Agency shall consider the preferences of senior staff among the criteria it utilizes in making its decision.

Section 2. Recall will occur in reverse order of layoff unless special qualifications prevent this. Recall eligibility will continue for two (2) years from date of layoff.

Section 3. Moving expenses shall be assumed by the employee.

ARTICLE 25 - 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 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 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 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 resource persons, one designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

In this process each of the designees may identify one 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 60 calendar days of receipt of the appeal by the committee.

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

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

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

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

ARTICLE 26 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of signing of this Agreement, unless otherwise indicated in this Agreement, through June 30, 2003.

The date of signing shall occur within ten days of notification by the Union that the Agreement has been ratified.

Signed this 19th day of November, 2001, at Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES

Mike Greenfield, Director
Department of Administrative Services

Colleen Savage, Council Representative
AFSCME Council 75

-

Dan Kennedy, Administrator
Human Resource Services Division

Jan Weeks, Sr. Labor Relations Manager
Labor Relations Unit