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**IDnum** 157    **Language** English    **Country** United States    **State** OR

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

**Local** 75

Occupations Represented
Multiple occupations represented

**Bargaining Agency** State of Oregon Department of Administrative Services

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**Notes**

**Contact**

**Full text contract begins on following page.**

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AGREEMENT

BETWEEN THE

STATE OF OREGON

DEPARTMENT OF

ADMINISTRATIVE SERVICES

AND

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

FOR THE

DEPARTMENT OF LAND CONSERVATION  
AND DEVELOPMENT

2001-2003

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## **ARTICLE 1 - RECOGNITION**

### **Section 1.**

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of the Department of Land Conservation and Development (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the "Union") for the purpose of fixing wages, hours, benefits, conditions of employment, and other matters affecting members of the Bargaining Unit as certified by the Employment Relations Board.

### **Section 2.**

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the Department of Land Conservation and Development, excluding supervisory, managerial and/or confidential as defined by ORS 243.650, temporary, and part-time employees working less than thirty-two (32) hours per month. This Agreement binds the Union and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer and the Agency and any person designated by it to act on its behalf.

## **ARTICLE 2 - MANAGEMENT'S RIGHTS**

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

## **ARTICLE 3 - UNION RIGHTS, SECURITY, AND STEWARDS**

### **Section 1. Notice of Representatives**

The Union will provide the Agency's Director with the names of its representatives from the District Council 75 who will be "Union Representatives."

### **Section 2. Union Representative Visits**

After advising the Agency Director or his/her designee of his/her presence on the worksite and the reason(s) therefore, a Union Representative(s) will be allowed to visit the

work areas of the employees during work day. Such visits will not interfere with the normal flow of work.

### **Section 3. Agency Stewards**

**A.** Two (2) Agency Stewards shall be allowed to ensure access to Agency employees. Such Stewards shall be selected from and represent employees. The Union shall notify the Agency of the names of Agency Stewards and their successors upon selection.

**B.** Stewards may receive but not solicit grievances, and may discuss complaints and grievances on the premises of the Agency, so long as it does not interfere with the work and duties of the Agency Stewards or with the work and duties of the employees. Agency Stewards shall be granted reasonable paid time off during regularly scheduled working hours to process grievances. Agency Stewards will report such time on the agency timesheet.

### **Section 4. Union Business**

Employees shall conduct the internal business of the Union during their nonduty hours.

### **Section 5. Building Use**

Upon written request to the Agency Director or his/her designee, the Union shall be allowed to use Agency facilities during nonduty hours for meetings when such facilities are available and such meetings will not interfere with the business of the Agency.

### **Section 6. Bulletin Boards**

The Agency shall provide bulletin board space for the use of the Union to communicate with its members.

### **Section 7. Union Notices to Employees**

The Agency shall furnish each new employee with a written notice, provided by the Union, that the Union is the certified collective bargaining representative and shall advise each new employee of his/her obligation for declaration of dues or fair share deduction. A Union Representative may meet with a new employee for fifteen (15) minutes within fourteen (14) days of hiring so the Union can present to the employee information about the Union. If the Union Representative is an employee of the Agency, he/she will be allowed time off with pay to make the fifteen (15) minute presentation.

### **Section 8. Payroll Deductions**

**A.** The Union shall be provided payroll deductions for its regular monthly dues in accord with ORS 292.055.

**B.** On the first pay period of each month, the Agency shall deduct from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions pursuant to ORS 292.055, a sum equal to Union dues. This deduction shall begin

on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement or until revoked by the employee in writing, whichever is sooner.

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

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

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

## **Section 9. Employer Held Harmless**

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

## **ARTICLE 4 - ADMINISTRATIVE PROVISIONS**

### **Section 1. Laws, Regulations**

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

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

## **Section 2. Legislative Action**

**A.** Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the date of signing this Agreement or the date otherwise specified in this Agreement.

**B.** Upon the signing of this Agreement, both parties shall promptly submit, and jointly recommend to the Legislative Assembly or to the Emergency Board, the passage of the funding necessary to implement this Agreement, as well as any change in statute that may be required to accomplish that purpose. Should the Legislative Assembly or Emergency Board fail to enact or adopt matters submitted to them under this Section, then the Employer and Union shall meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement.

## **Section 3. Strikes, Lockouts and Picket Lines**

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

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

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

## **Section 4. Complete Agreement**

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

## **Section 5. Term of the Agreement and Successor Negotiations**

**A.** This Agreement shall be in effect from the date of the last signature on this Agreement, and, except as amended or modified, shall remain in full force and effect until June 30, 2003. Negotiations for the successor agreement will start as mutually agreed after January 1, 2003.

**B.** If one of the parties desires to modify the Agreement, they shall notify the other party in writing no less that one hundred and eighty (180) days prior to the termination of this Agreement.

C. The Agency will allow paid time for up to three (3) identified employees to attend collective bargaining sessions as members of the Union's negotiating team for a combined total of no more than 150 hours of worktime. No overtime, per diem, or any other compensation shall accrue or be paid.

**Section 6. Agency Personnel Policies**

The Agency shall provide a copy of its written personnel policies to the Union and to all employees. When a change of a policy occurs, a copy will be sent to the union and to all affected employees.

**ARTICLE 5 - PERSONNEL RECORDS**

**Section 1.**

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

**Section 2.**

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

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

If an employee is not available within a reasonable period of time to sign the material or the employee refuses to sign the material, the Agency may place the material in the file provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the Union at the time such material was placed in the employee's file.

**Section 3.**

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

**Section 4.**

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



## **Section 5.**

Material reflecting caution, consultation, warning, admonishment, or reprimand shall be removed from personnel files after two (2) years, and given to the employee. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

### **Section 1. Discipline and Discharge**

**A.** The principles of progressive discipline shall be used except when the nature of the problem requires more serious discipline. Depending on the seriousness of the problem, progressive discipline can include the following steps: written reprimand, suspension, demotion, reduction in pay or discharge. No regular status employee shall be disciplined or discharged without just cause. An employee has the right to challenge discipline (excluding discharge) in accordance with the Grievance Procedure in this Agreement. Discharge may only be challenged at Step 3 of the Grievance Procedure.

**B.** An FLSA non-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. Consistent with the salary basis requirements of the FLSA, an FLSA exempt employee demoted or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. A copy of this notice shall also be sent to the Union. The reduction, demotion or suspension of a regular status employee must be appealed directly to STEP 2 of the Grievance Procedure within fifteen (15) calendar days from the date of notice or the effective date of the action whichever is earlier. Any further appeal of such action shall follow the Grievance Procedure outlined in this Agreement.

**C.** Where discharge may be contemplated, 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 Agency's Director at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have a Union Representative present. At the discretion of the Agency Director, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the predissmissal notice.

**D.** Discharge of a regular status employee may only be appealed by the Union directly to Step 3 of the Grievance Procedure. The appeal must state the reason for the appeal and must be submitted in writing to the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days from the effective date of the discharge.

## **Section 2.**

Upon request, an employee shall have the right to Union representation during an investigatory interview that the employee reasonably believes will result in disciplinary action.

## **Section 3.**

The Agency will encourage staff to express professional opinions and will encourage an open and free exchange of ideas and opinions. No retaliation or discrimination shall occur against any employee for expressing a differing professional opinion.

## **Section 4.**

The Agency will not formally discipline an employee in a manner which would embarrass or humiliate the employee in front of others.

# **ARTICLE 7 - GRIEVANCE PROCEDURE**

## **Section 1.**

It is the intent of the Agency and the Union to resolve employee grievances by informal methods if possible. However, such informal methods do not supersede the timeline requirement outlined in this Article. If the Union or an employee desires a formal resolution of any grievance as defined in Section 2 (except complaints of unlawful discrimination), such grievance shall be processed as provided under Section 3 of this Article.

## **Section 2.**

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

## **Section 3. Grievance Steps**

**STEP 1.** Any represented employee may file, with or without the assistance of the Union or the Union may file on the employee's behalf, a grievance in writing with his/her immediate excluded supervisor within thirty (30) calendar days of the date that the Union or employee knew or should have known of the alleged violation. The grievance shall include: (a) a statement of the grievance with a clear explanation of the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought. Once a grievance has been filed, it may not be expanded but may be modified for the purpose of clarity at STEP 1 only. The supervisor shall respond in writing to the grievance within fifteen (15) calendar days to the Union, with a copy to the employee.

**STEP 2.** If the grievance remains unresolved at STEP 1, it may be appealed in writing by the employee, with or without the assistance of the Union, to the Agency Director within fifteen (15) calendar days after the response required by STEP 1 was due or received. The

Director or his/her designee shall respond in writing to the Union with a copy to the employee within fifteen (15) calendar days after receipt of the grievance.

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

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 parties and they will abide thereby.

If at any step of the grievance procedure, the grievant or Union fails to meet the specified time limits, the grievance will be considered withdrawn and it cannot be resubmitted.

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

In discharge grievances, the Union may request a settlement meeting involving the Department of Administrative Services – Labor Relations Unit and the Agency Head, or designee, to discuss settlement within fifteen (15) calendar days of the Step 3 response. This settlement meeting does not preclude any other attempts by the parties to settle the matter before the arbitration hearing date.

#### **Section 4. Selection of the Arbitrator**

In the event that arbitration becomes necessary the Union will request within fifteen (15) calendar days from the date the STEP 3 response was due or received, a list of the names of five (5) qualified arbitrators from the Employment Relations Board, and contact the Employer to strike names within ten (10) work days. The parties will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall serve as the arbitrator.

#### **Section 5. Arbitrator's Authority**

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

## **Section 6. Expenses of Arbitration**

Arbitrator fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be divided 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 7. Mediation**

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

## **Section 8.**

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

## **Section 9.**

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

## **Section 10.**

Time limits may be extended by agreement of the parties.

## **Section 11.**

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

# **ARTICLE 8 - FILLING OF VACANCIES**

## **Section 1.**

The Agency desires to fill vacancies with the best qualified applicants available. Within that context, the Agency intends to insure that protected classes are given an opportunity to compete for all openings within the bargaining unit. The Agency recognizes the quality of existing employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

The Agency will determine whether a vacancy is to be filled and the method/means to fill that vacancy.

## **Section 2.**

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit.

## **Section 3.**

Employees will be notified by E-mail of all Agency vacancies to be filled and will be encouraged to apply.

## **ARTICLE 9 - TRIAL SERVICE**

### **Section 1.**

Employees initially appointed or promoted to a bargaining unit position shall serve a trial service period of six (6) months. Employees who transfer from another agency to a position in the bargaining unit shall serve a trial service period of three (3) months.

### **Section 2.**

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

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

If such employee was previously a regular status employee in a bargaining unit position in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former classification unless he/she is discharged as provided in Article 6 of this Agreement.

### **Section 3.**

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

### **Section 4.**

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

## **ARTICLE 10 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

### **Section 1.**

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

## **Section 2.**

All complaints alleging any form of discrimination in violation of this Article shall be submitted to the Agency Director or his/her designee. A meeting with the complainant will be held within seven (7) working days of the receipt of the complaint. A full investigation will be conducted by the Agency, even if the alleged perpetrator of discrimination has terminated employment. Findings of fact and/or action to be taken will be reduced to writing and given to the complainant and the alleged perpetrator within 30 calendar days from receipt of the complaint. If the complaint is not resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division.

Complaints alleging discrimination because of sexual preference or political affiliation may be submitted to the Department of Administrative Services, Labor Relations Unit if unresolved by the Agency within fifteen (15) days of the Agency's response. Department of Administrative Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the employee and the Union within thirty (30) days.

## **ARTICLE 11 - PERFORMANCE APPRAISAL**

The Agency and the Union recognize the need for continuing open communication in all phases of an employment relationship. Informal communication should be ongoing. The performance appraisal process shall support and facilitate the communication process.

### **Section 1. Performance Appraisal**

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

### **Section 2. Performance Appraisal Changes**

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

shall be provided to the employee at this time. Written comments provided by the employee within thirty (30) days of the evaluation shall be attached to the performance appraisal.

### **Section 3.**

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

### **Section 4.**

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

### **Section 5.**

The Agency will strive to ensure consistency, fairness and equity in the performance appraisal process.

## **ARTICLE 12 - HOURS OF WORK/OVERTIME**

### **Section 1. Hours of Work**

**A.** The workweek is defined as seven (7) consecutive calendar days beginning on 12:01 a.m. on Monday and ending on the following Sunday at 12:00 midnight. A workday is the twenty-four (24) hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight.

**B.** A regular work schedule is five (5) consecutive eight (8) hour days. The regular workweek shall be Monday through Friday. An irregular work schedule is four (4) consecutive ten (10) hour days. Alternative work schedules are anything other than five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days.

The Agency will seek to accommodate alternative work schedules subject to the operational needs of the Agency.

**C.** Employees will be granted a rest period of fifteen (15) minutes during each consecutive work period of four (4) hours. Rest periods will be as near the midpoint of each four (4) hour segment as possible in accordance with operating requirements.

**D.** Employees working at least eight (8) hours in a day will be granted a nonduty meal break as near the middle of the workday as possible. This meal period will not be less than one-half (1/2) hour. Employees working less than an eight (8) hour workday may be granted a meal period as determined by the Agency.

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

F. An employee desiring a change in work schedule must request such change in writing to his/her supervisor.

## **Section 2. Overtime**

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

B. Time worked for the purpose of this Agreement is all hours actually worked including any paid leave.

C. Eligible employees as defined by FLSA, shall be compensated at Agency discretion at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of forty (40) hours in any one (1) workweek or eight (8) hours per day for employees on a regular work schedule, or ten (10) hours per day for employees on an irregular schedule (four (4) ten (10) hour shifts). Employees working an alternative work schedule will have overtime calculated based on a forty (40) hour work week, not an eight (8) hour day. No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half.

D. The Agency shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization, in writing, by the Director or his/her designee. Prior authorization shall be granted on a case by case basis.

E. The Agency shall determine whether an employee receives pay for overtime or accrues compensatory time. An employee may accrue up to a maximum of eighty (80) hours of compensatory time.

F. Employees in positions which have been determined to be exempt from FLSA shall receive time off for authorized time worked in excess of forty (40) hours per week at the rate of one (1) hour off for one (1) hour of time worked beyond forty (40) hours. If no employees in the bargaining unit are exempt from the FLSA, this language will be deleted when this agreement expires.

## **Section 3. Scheduling Compensatory Time Off**

A. Subject to the operating requirements of the Agency, employees shall have their choice of scheduling compensatory time off on a first come, first served basis. Ties shall be resolved by agreement of affected employees or by length of service of employees if they cannot agree. Compensatory time may be taken in increments of less than eight (8) hours.

B. Compensatory leave shall be scheduled in accordance with standard procedures used for scheduling vacation leave and are subject to the provisions of Article 15, Vacation Leave.

C. An employee may accrue up to eighty (80) hours of compensatory time. The Agency may allow accrual in excess of eighty (80) hours if requested by the employee. Unless



the employee has requested otherwise, the Agency will pay any excess hours in cash or schedule mutually agreeable time off for the employee within thirty (30) days of accrual.

**D.** When an employee terminates employment with the Agency, the Agency will pay all unused compensatory leave with the employee's final paycheck.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **Section 1.**

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

### **Section 2.**

The layoff procedure shall occur in the following manner:

**A.** The Agency shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall give written notice to every affected employee of his/her service credit score and his/her options under this Article. The Agency shall give the Union lists of the service credits of all employees in all affected positions. The Agency will post copies of this list on Agency bulletin boards which are accessible to employees on each worksite. Service credits determine bumping ability.

**B.** Temporary employees working in a classification in which a layoff occurs will be terminated prior to the layoff of any represented employee.

**C.** An initial trial service employee cannot displace any regular status employee, but may bump other initial trial service employees with fewer service credits.

**D.** An employee receiving written notice of a pending layoff has five (5) calendar days in which to select one (1) of the following options, and give the Agency written notice of his/her selection.

**1.** The employee may displace the employee in the Agency with the lowest service credits in his/her present classification.

**2.** If qualified, the employee may displace the lowest service credit employee in a classification with the same salary range. To be qualified, the bumping employee must meet the minimum qualifications for the classification into which he or she is bumping.

**3.** The employee may demote to the lowest service credit position in any classification for which he/she is qualified. An employee who elects to demote will be placed on the Agency list for recall from layoff in the classification from which he/she demoted.

**4.** The employee may elect to be laid off. An employee who elects to be laid off shall be placed on the Agency recall from layoff list for the classification from which he/she was laid off.

**E.** To be qualified for the options under Section (2D 1, 2 and 3), the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within two (2) weeks. The Agency shall determine if the employee is capable of performing such duties.

**F.** When the Agency gives notice of layoff, all employees working-out-of-class within the affected classes will revert to their regular positions and duties.

**G.** Employees displaced by the effects of bumping may exercise their rights under this Article, in turn.

**H.** For the purposes of this Article, employees working in a jobshare position shall be treated as one full-time employee with service credits equal to the prorated time they are working in the position.

### **Section 3.**

Within the bargaining unit, employees shall be laid off and service credits calculated within the following separate categories: Permanent full-time positions; and Permanent part-time positions.

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

**A.** One (1) credit for each full month of unbroken, regular status and trial service employment with the Department of Land Conversation and Development, and one-half (1/2) service credit for each full month of unbroken, regular status and trial service with the State of Oregon which immediately preceded employment with the Agency. Service credit totals for other State service may not exceed sixty (60) credits. A break in service is defined as a separation or interruption of paid employment that lasts more than two (2) years. Part-time employees earn service credits on a prorated basis. Leave without pay over ninety (90) days will be deducted from service credits. When the Agency announces a layoff, service credit totals will be frozen through the conclusion of the layoff process.

**B.** In the event of a tie in total layoff credits, the Agency shall determine the employee(s) to be laid off, considering requirements of the available position(s), value of the employee(s) to the mission of the Agency, demonstrated performance, work in progress, and other relevant factors.

**C.** The Agency may protect up to two (2) employees from layoff for up to ninety (90) days if losing such individuals would demonstrably work a hardship on the operation of the Agency.

#### **Section 4.**

Cross bumping may occur between the management service and the bargaining unit.

#### **Section 5.**

Any trial service employee who is laid off shall be restored to the eligibility list from which he/she was certified if the list is still active.

#### **Section 6. Agency Recall from Layoff List**

The names of regular employees who choose demotion or who are laid off will be placed on a recall from layoff list. Names will be in service credit order by classification. Names will remain on this list for two (2) years, unless the employee is recalled to service sooner.

#### **Section 7. Recall**

Employees will be recalled in order of service credits. Recalled employees must be qualified to perform the duties of the position for which they have been recalled within two (2) weeks.

An employee may refuse a position, but his/her name will then be removed from the recall list for that classification.

Employees who accept a position will be removed from the recall list.

Employees on the recall from layoff list because of separation from service will be offered available temporary positions, if such positions become necessary, within the Agency prior to hiring outside the Agency. An employee may refuse a temporary assignment without prejudice.

### **ARTICLE 14 - HOLIDAYS**

#### **Section 1.**

The following compensable holidays shall be recognized:

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

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

**Section 2.**

Full time employees, except those with any leave without pay status the day before or the day after the recognized holiday, shall be compensated at the straight time rate for eight (8) hours for each recognized holiday listed in Section 1 provided the employee works thirty-two (32) hours or more within the month. All part-time employees except those on any leave without pay status the day before or the day after a holiday shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more. This holiday compensation is called holiday pay. Recognized holidays which occur during paid vacation or paid sick leave will be charged as a holiday rather than vacation or sick leave.

**Section 3.**

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

**Section 4.**

In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees shall receive a prorated share of eight (8) hours of paid leave. Paid leave granted in this section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year's Day. Employees who become employed after Thanksgiving but before Christmas may request the State option of using this paid leave on the workday before or after New Year's Day. If the employee chooses not to take one of the aforementioned days, another day may be mutually agreed upon, provided such time is taken off by January 5<sup>th</sup> of the following year..

**ARTICLE 15 - VACATION LEAVE**

**Section 1. Vacation Leave for Full-Time Employees**

Upon completion of initial trial service, full-time classified employees will be credited with forty-eight (48) hours of vacation leave. Thereafter vacation leave shall accumulate as follows:

After six (6) months through

Twelve (12) workdays for each twelve (12)

fifth (5th) year	full months of service (eight (8) hours per month)
After fifth (5th) year through tenth (10th) year	Fifteen (15) workdays for each twelve (12) full months of service (ten (10) hours per month)
After tenth (10th) year through fifteenth (15th) year	Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)
After fifteenth (15th) year through twentieth (20th) year	Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) hours per month)
After twentieth (20th) year	Twenty-four (24) workdays for each twelve (12) full months of service (sixteen (16) hours per month)

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

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

Time spent working in the State service, serving in the Peace Corps, on active Military Duty, or job-incurred disability leave will be considered time in the State service for determining length of service for vacation credits.

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

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

## **Section 4. Termination Vacation Pay**

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

## **Section 5. Scheduling of Vacations**

Vacations shall be scheduled at a time mutually acceptable to the Agency and the employee and consistent with the work requirements of the Agency. All vacation leaves require advanced written authorization by the employee's immediate supervisor, except where prior written authorization is impractical and the leave is less than two (2) days.

Vacation leave may be taken in increments smaller than eight (8) hours.

## **Section 6. Vacation Accrual**

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 two hundred and fifty (250) hours will be paid to the employee.

## **Section 7.**

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

## **Section 8.**

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

## **Section 9.**

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

# **ARTICLE 16 - SICK LEAVE**

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

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

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

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

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

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

## **Section 4. Use of Sick Leave With Pay**

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family

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

### **Section 5. Sick Leave With Pay on Termination**

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

### **Section 6. Restoration of Sick Leave Credits**

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

### **Section 7. Sick Leave Without Pay**

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

The Agency shall grant sick leave without pay for any nonjob-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician and/or practitioner that the employee is physically and/or mentally able to perform the duties of that position. No compensatory time, vacation time, or other accumulated time shall be deducted from the employee's time unless directed by the employee in writing. If such direction is not given by the employee, leave without pay shall be granted.

After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any nonjob-incurred injury or illness.

The Agency may require that the employee submit a certificate from the attending physician or practitioner in verification of disability. Any cost associated with the supplying of a

certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency. Any cost associated with the supplying of a certificate concerning a nonjob-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

### **Section 8.**

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

### **Section 9.**

The Director of the Agency may, allow employees, on a case-by-case basis and without setting precedent, to transfer accumulated vacation leave to a co-worker in the Agency who has exhausted accumulated leave while recuperating from, or involved in, what the Director has determined to be an extended and continuing illness, or illness of a catastrophic nature.

Transfer of accumulated vacation leave and utilization of such leave will be subject to the following:

1. Employees on Workers' Compensation or Parental Leave may not participate as either donors or recipients.
2. All leave donated shall be posted to the Donee's sick leave account. Any leave which has been donated and remains unused is not recoverable by the Donor.
3. All donations must be made in blocks of two (2) hours or more. All hours of leave donated will be converted to the hourly rate of the donor and then applied to the Donee's account at his/her hourly rate.
4. Any other requirements or conditions which may from time to time be determined by the Director on a case-by-case basis.

## **ARTICLE 17 - OTHER LEAVES**

### **Section 1. Leaves With Pay**

**A. Personal Leave.** All employees after completion of initial trial service shall be entitled to receive personal leave days in the following manner:

1. All full-time employees shall be entitled to sixteen (16) hours of personal leave with pay each fiscal year;



2. 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 is subsequently formally modified, provided it is anticipated that they will work 1040 hours during the fiscal year.

Should any employee fail to work 1040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

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

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

**B. Service With A Jury**

An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Agency reserves the right to petition for removal of the employee from jury duty if, in the Agency's judgment, the operating requirements of the Agency would be hampered.

**C. Military Training Leave**

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

**D. Test and Interview Leave**

Unless such leave shall handicap the efficiency of the employee's work unit, an employee may request and have approved test and/or interview leave as defined below.

An employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the agency. Additionally, up to two (2) hours with pay shall be allowed for an interview for a position with another state agency, or a position within the agency.

**Section 2. Leaves Without Pay**

**A. Military Leave Without Pay**

An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. However,

such reduction in salary will not be made for an FLSA exempt employee on temporary military leave except for full work week increments where such leave causes an absence of one (1) or more full work weeks. He/she shall, upon honorable discharge from such service, be returned to a position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43.

#### **B. Court Appearance Leave Without Pay**

An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA exempt employee to testify in a court or at a deposition except for full work week increments where such testimony causes an absence of one (1) or more full work weeks.

#### **C. Educational Leave**

In instances where the work of the Agency will not be handicapped by the temporary absence of an employee, the employee shall be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Agency approval.

#### **D. Unauthorized Absence**

Unauthorized leave from duty shall be deemed to be without pay and may be grounds for disciplinary action by the Agency. Employees may be allowed to cover such absences with accrued vacation time or compensatory time if extenuating circumstances existed. Any employee who is absent for five (5) consecutive workdays without authorized leave shall be deemed to have resigned unless prevented from notifying the Employer due to circumstances beyond their control.

#### **E. Family Medical Leave and Parental Leave**

The Agency agrees to abide by all federal and state statutes dealing with these leaves of absence.

## **ARTICLE 18 - SALARY ADMINISTRATION**

### **Section 1. Merit Salary Increase**

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

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

Merit salary increases shall be granted upon recommendation of the employee's immediate supervisor and approval of the appointing authority. An employee recommended for a merit pay increase shall receive the increase on the first of the month following intervals prescribed under this Article.

### **Section 2. Withholding of Merit Salary Increase**

The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase at least thirty (30) days prior to the eligibility date, including a statement of the reason(s) it is being withheld.

### **Section 3. Salary on Demotion**

When an employee demotes into a job classification with a lower salary range, the salary shall be determined as follows:

**A.** If the employee's salary prior to demotion corresponds to a pay rate in the new classification, the employee will be maintained at the step equal to his/her former salary rate.

**B.** If the employee's former salary rate was higher than any rate in the new salary range, the employee shall enter the new classification at the top of the new range. Employees demoting in lieu of layoff will maintain their predemotion rate of pay through the life of this Agreement.

**C.** If the employee's former salary rate was lower than lowest salary rate in the new classification, the employee will enter the new classification at the lowest step in his/her new salary range.

### **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 promotion.

### **Section 5. Salary on Lateral Transfer**

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

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

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

**Section 7. Rate of Pay on Appointment from Layoff List**

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

**Section 8. Pay Advances**

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

**ARTICLE 19 - HEALTH AND WELFARE INSURANCE**

**Section 1.**

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

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

Effective January 1, 2001, and for plan years beginning January 1, 2002 and 2003, 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 2001**

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 2002**

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 premium cost to the eligible for health and dental insurance, regardless of tier or plan choice. These subsidies are based on a PEBB estimated composite rate of \$580.00.

### **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 over 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 20 - LABOR-MANAGEMENT COMMITTEE**

### **Section 1.**

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

## **Section 2.**

The Committee shall be composed of three (3) members appointed by the Union and three (3) members appointed by the Director of the Agency. A quorum will be two (2) members from each side. Normally, no more than two (2) members from Labor and Management will be present at a meeting unless the parties agreed to have all three (3). Representatives from the Department of Administrative Services, Labor Relations Unit, the Union, or other individuals may be invited, who may provide information or act as advisors.

## **Section 3.**

The Labor/Management Committee shall meet as necessary.

Labor/Management Committee agendas shall be prepared in advance. Items for inclusion on an agenda shall be provided to all members at least five (5) working days in advance of the scheduled meeting. The parties shall attempt to compile a mutually agreeable agenda which will include notice of invited guests. However, if this is not possible, each party may propose up to three items for inclusion on the agenda, one (1) of which is subject to veto by the other party. Vetoed items may be discussed by the Committee and if the Committee agrees, be restored to a future agenda.

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

## **Section 4.**

The Labor/Management Committee is empowered to make joint recommendations on issues that are brought before it. Such recommendations approved by the Committee shall be presented to the Director for response and/or action. The Director's response shall be in writing and shall be submitted to the Committee and all concerned parties. The Committee is also empowered to resolve questions concerning contract administration where there is no active grievance.

The Labor/Management Committee is not empowered to contravene any provision of the Agreement, enter into any letter of agreement, negotiate, or resolve an active grievance concerning the interpretation or application of any provision of this Agreement.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the time frames of the Grievance Procedure Article of this Contract.

## **Section 5.**

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

Labor/Management training offered by the Employer shall be provided to no more than three (3) Department of Land Conservation and Development Union Representatives at no cost.

## **Section 6.**

In recognition of the Agency's ongoing need to maintain the skill and knowledge level of its employees, and AFSCME's commitment to the promotion of careers in public service, the Agency and Union agree that the Labor/Management Committee will address educational issues and shall be responsible for activities aimed at promoting the common goals of the Parties in the area of staff development and education.

## **ARTICLE 21 - WAGES**

### **Section 1.**

The Employer shall continue to "pick up" and pay a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System on the effective date of this Agreement. Such Employer "pick up" or payment of the employee member monthly contributions to the System shall continue for the life of this Agreement.

### **Section 2.**

If, by reason of a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgement from a court of competent jurisdiction, the Employer must discontinue the 6% "pickup" 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 schedules. This transition shall be done in a manner to assume continuous payment of either the 6% pickup or a 6% salary increase.

For the reasons indicated above, or by mutual agreement, should the State cease paying the 6% pickup 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 Service Code, Section 414 (h)(2).

### **Section 3.**

#### **A. General Salary Increases**

Subject to ORS 243.702, effective January 1, 2002, salary rates for bargaining units participating at the AFSCME central table shall be increased by two percent (2%), but no less than \$40.00 per month (prorated for part-time employees).

Subject to ORS 243.702, effective February 1, 2003, salary rates for bargaining units participating at the AFSCME central table shall be increased by three percent (3%).

## **B. Comp Plan Squaring**

Effective September 1, 2001, the steps of the compensation plan shall be adjusted as attached. Individual employees shall remain at their current steps and maintain their current salary eligibility dates.

## **C. Selective Salary Adjustments**

Effective October 1, 2001, the following classification shall be adjusted as indicated below:

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The above classification will be adjusted based on the following implementation procedure:

An employee who has been at the top step in the salary range of his/her classification for at least twelve (12) full calendar months before October 1, 2001, will receive a step increase effective October 1, 2001, and a new eligibility date of October 1, 2002 will be assigned. All other employees will retain their current salary rate until their next salary eligibility date at which time they will move to the next higher step in the range. However, if the employee's current salary does not match any rate in the new salary range, the employee will move on the date of implementation, to the next higher rate in the new salary range that is closest to their current salary. Employees whose current rate is below the first step of the new range shall be moved to the first step of the new range on October 2001 and a new eligibility date of October 1, 2002 will be assigned.

## **Section 4.**

See Appendix A for the classification plan with salary ranges as of October 1, 2001.

See Appendix B for salary schedule changes effective September 1, 2001, January 1, 2002, and February 1, 2003.

## **ARTICLE 22 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENTS**

### **Section 1. Travel and Mileage Allowance**

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

### **Section 2. Moving Expenses**

Reimbursements and procedures will be in accordance with the Department of Administrative Services, Human Resource Services Division Policy 40.055.01, and its successors. Changes in this policy will be automatically incorporated into this contract article.



### **Section 3. IRS Taxation of Non-overnight Meal Reimbursement**

AFSCME Council 75 is invited to send one representative at no charge to attend the fall training program the IRS is planning for state agencies regarding this issue. See Letter of Intent attached.

## **ARTICLE 23 - POSITION DESCRIPTIONS/CLASSIFICATIONS**

### **Section 1.**

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

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

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

### **Section 2. Work Out of Classification**

When the Agency gives an employee a written change in assignment, and the change in assignment involves the major distinguishing duties of a higher classification and lasts for five (5) or more consecutive work days, that employee shall be paid at what would be the next higher salary step or the first step of the higher salary range, whichever is greater.

When such assignments are made to work out of classification for five (5) or more consecutive work days, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment.

### **Section 3. Underfill**

Any employee who is underfilling a position shall be informed in writing, with a copy to the Union, that he/she is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the position's allocated level. Upon meeting the requirements for the allocated level of the position, the employee will be reclassified.

### **Section 4. Developmental Assignments**

An employee performing duties out of class for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the assignment. Assignments may not exceed six (6) months unless mutually agreed to. A copy of the notice shall be placed in the employee's file and a copy shall be sent to the Union.

### **Section 5. Reclassification Procedure**

**A.** An employee may request review of their classification by written request to the Human Resources Officer.

**B.** The Agency shall review and verify the duties assigned the position. Within thirty (30) days after receipt of the reclassification request, the Agency shall notify the Union and employee of its findings, including concurrence by the Director. If the findings justify a reclassification, the Agency will either seek approval or remove the duties which justify the reclassification request.

**C.** If the Agency's response does not resolve the matter, the Union may within thirty (30) calendar days from the date of the Agency response, appeal the decision to arbitration under this Article. The selection of an arbitrator shall be pursuant to Section 4 of Article 7 (Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within thirty (30) calendar days after receipt of the Agency's written response in sub (B) of this Section. The appeal must state the reason(s) why the Union believes the decision was arbitrary. The arbitrator shall allow the decision of the Agency to stand unless he/she finds the decision was arbitrary.

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

This Section shall supersede Section 5 of Article 7 (Grievance Procedure) on the delineation of the arbitrator's authority on matters spoken to in this Article.

## **Section 6. Upward Reclassifications**

When a position is reclassified upward, a regular status incumbent shall be continued in the position. Rate of pay upon reclassification shall be the first step of the new salary range. If the old salary range and the new salary range overlap, the reclassified employee shall be advanced one step.

## **Section 7. Lateral Or Downward Reclassification**

When a position is reclassified into a classification with an equal or lower salary range, the pay rate of the incumbent will not be reduced. The employee will move into the new salary range at the same rate of pay earned in the original classification. If an employee's former rate of pay was higher than the top step of the range of the new classification, the employee's wage level will be frozen until such time as the salary rate in the new classification overtakes the employee's wage in his/her former classification. The Agency will give thirty (30) days notice of the downward reclassification of a bargaining unit position.

## **Section 8. Effective Date of New Salary Range For Upward Reclassification**

**A.** The effective date of the new pay range shall be the date the Agency received the employee's reclassification request.

**B.** A reclassified employee will retain his/her former salary eligibility date.

## **ARTICLE 24 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS**

### **Section 1. Overpayments**

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

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

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

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

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

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

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

### **Section 2. Underpayments**

**A.** In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or

benefits to be repaid. The Agency shall correct such underpayment made within a maximum period of two (2) years before the notification.

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

## **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 – 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 27 - 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 for ten (10) consecutive calendar days or longer provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where, on a recurring daily

basis, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards; and provide informal assessment of workers' performance to the supervisor.

## **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 payments. However, leadwork differential shall be included in calculation of the overtime rate of pay.

## **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.**

If an employee believes that he/she is performing the duties that meet the criteria in Subsection (a), leadworker, but the duties have not been formally assigned in writing, the employee may notify the Human Resources Officer in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the Human Resources Officer of the issue.

If the Agency determines that the leadwork duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15)-day review period with no penalty.

If the Agency concludes that the duties are not leadwork, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Human Resources Officer.

## APPENDIX A

CLASS NUMBER	CLASS TITLE	RNG NO.
0102	Office Assistant 2	09
0103	Office Spec 1	12
0104	Office Spec 2	15
0107	Admin Spec 1	17
0108	Admin Spec 2	19
0210	Accounting Tech 1	13
0211	Accounting Tech 2	17
0212	Accounting Tech 3	19
0430	Grants/Contract Coord	24
1107	Planner 1	19
1108	Planner 2	25
1109	Planner 3	29
1215	Accountant 1	21
1216	Accountant 2	23
1217	Accountant 3	27
1218	Accountant 4	30
1481	Info Sys Spec 1	17I
1482	Info Sys Spec 2	21I
1483	Info Sys Spec 3	24I
1484	Info Sys Spec 4	25I
1485	Info Sys Spec 5	28I
1486	Info Sys Spec 6	29I
1487	Info Sys Spec 7	31I
1488	Info Sys Spec 8	33I
2111	Public Info Rep 1	23
8501	Nat Resource Spec 1	21
8502	Nat Resource Spec 2	24
8503	Nat Resource Spec 3	27
8504	Nat Resource Spec 4	30
8505	Nat Resource Spec 5	32

## APPENDIX B

Salary Schedule Change effective 9/1/01:

RANGE	MIN STEP NO.	1	2	3	4	5	6	7	8
09	01	1361	1427	1496	1562	1625	1701	1773	1854
12	01	1562	1625	1701	1773	1854	1938	2014	2108
13	01	1625	1701	1773	1854	1938	2014	2108	2209
15	01	1773	1854	1938	2014	2108	2209	2314	2422
17	01	1938	2014	2108	2209	2314	2422	2535	2658
17I	01	2003	2096	2193	2294	2402	2515	2634	2756
19	01	2108	2209	2314	2422	2535	2658	2785	2915
21	01	2314	2422	2535	2658	2785	2915	3055	3207
21I	01	2340	2450	2566	2685	2810	2942	3080	3224
23	01	2535	2658	2785	2915	3055	3207	3360	3521
24	01	2658	2785	2915	3055	3207	3360	3521	3690
24I	01	2681	2804	2937	3075	3218	3370	3528	3694
25	01	2785	2915	3055	3207	3360	3521	3690	3870
25I	01	2905	3042	3186	3334	3491	3654	3826	4006
27	01	3055	3207	3360	3521	3690	3870	4060	4261
28I	01	3245	3397	3558	3723	3899	4082	4274	4475
29	01	3360	3521	3690	3870	4060	4261	4465	4684
29I	01	3470	3634	3803	3982	4170	4367	4572	4787
30	01	3521	3690	3870	4060	4261	4465	4684	4910
31I	01	3843	4023	4212	4410	4618	4834	5064	5301
32	01	3870	4060	4261	4465	4684	4910	5152	5396
33I	01	4186	4383	4590	4805	5033	5270	5517	5779

Salary Schedule Change effective 1/1/02\*



RANGE	MIN STEP NO.	1	2	3	4	5	6	7	8
09	01	1401	1467	1536	1602	1665	1741	1813	1894
12	01	1602	1665	1741	1813	1894	1978	2054	2150
13	01	1665	1741	1813	1894	1978	2054	2150	2253
15	01	1813	1894	1978	2054	2150	2253	2360	2470
17	01	1978	2054	2150	2253	2360	2470	2586	2711
17I	01	2043	2138	2237	2340	2450	2565	2687	2811
19	01	2150	2253	2360	2470	2586	2711	2841	2973
21	01	2360	2470	2586	2711	2841	2973	3116	3271
21I	01	2387	2499	2617	2739	2866	3001	3142	3288
23	01	2586	2711	2841	2973	3116	3271	3427	3591
24	01	2711	2841	2973	3116	3271	3427	3591	3764
24I	01	2735	2860	2996	3137	3282	3437	3599	3768
25	01	2841	2973	3116	3271	3427	3591	3764	3947
25I	01	2963	3103	3250	3401	3561	3727	3903	4086
27	01	3116	3271	3427	3591	3764	3947	4141	4346
28I	01	3310	3465	3629	3797	3977	4164	4359	4565
29	01	3427	3591	3764	3947	4141	4346	4554	4778
29I	01	3539	3707	3879	4062	4253	4454	4663	4883
30	01	3591	3764	3947	4141	4346	4554	4778	5008
31I	01	3920	4103	4296	4498	4710	4931	5165	5407
32	01	3947	4141	4346	4554	4778	5008	5255	5504
33I	01	4270	4471	4682	4901	5134	5375	5627	5895

Salary Schedule Change effective 2/1/03\*

RANGE	MIN STEP NO.	1	2	3	4	5	6	7	8
09	01	1443	1511	1582	1650	1715	1793	1867	1951
12	01	1650	1715	1793	1867	1951	2037	2116	2215
13	01	1715	1793	1867	1951	2037	2116	2215	2321
15	01	1867	1951	2037	2116	2215	2321	2431	2545
17	01	2037	2116	2215	2321	2431	2545	2663	2792
17I	01	2104	2202	2304	2410	2524	2642	2767	2895
19	01	2215	2321	2431	2545	2663	2792	2926	3062
21	01	2431	2545	2663	2792	2926	3062	3210	3369
21I	01	2458	2574	2696	2821	2952	3091	3236	3387
23	01	2663	2792	2926	3062	3210	3369	3530	3699
24	01	2792	2926	3062	3210	3369	3530	3699	3877
24I	01	2817	2946	3086	3231	3381	3541	3707	3881
25	01	2926	3062	3210	3369	3530	3699	3877	4066
25I	01	3052	3196	3347	3503	3668	3839	4020	4209
27	01	3210	3369	3530	3699	3877	4066	4265	4477
28I	01	3409	3569	3738	3911	4096	4289	4490	4701
29	01	3530	3699	3877	4066	4265	4477	4691	4921
29I	01	3646	3818	3995	4183	4381	4588	4803	5029
30	01	3699	3877	4066	4265	4477	4691	4921	5158
31I	01	4037	4227	4425	4633	4852	5079	5320	5569
32	01	4066	4265	4477	4691	4921	5158	5413	5669
33I	01	4398	4605	4822	5048	5288	5537	5796	6071

\*The above rates are subject to change due to rounding errors.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2001, in Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES

\_\_\_\_\_  
Mike Greenfield, Director  
Department of Administrative Services

\_\_\_\_\_  
Shelia Preston, President  
AFSCME Local 3772

\_\_\_\_\_  
Daniel Kennedy, Administrator  
Human Resource Services Division

\_\_\_\_\_  
Christine Valentine, Bargaining Team

\_\_\_\_\_  
Kevin B. Dull, Sr. Labor Relations Manager  
Labor Relations Unit

\_\_\_\_\_  
Victoria Schiller, Bargaining Team

\_\_\_\_\_  
Bill Blosser, Director  
Department of Land Conservation  
And Development

\_\_\_\_\_  
Tim Pfau, Council Representative  
AFSCME