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

Local 2505

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Bargaining Agency State of Oregon Department of Administrative Services

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

BETWEEN
THE

STATE OF OREGON
DEPARTMENT OF ADMINISTRATIVE
SERVICES

AND

AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES
LOCAL 2505

FOR THE

**OREGON LIQUOR CONTROL
COMMISSION**

2001 - 2003

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PREAMBLE

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of the Oregon Liquor Control Commission (hereinafter the "Agency"), and the American Federation of State, County and Municipal Employees, Local 2505 (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.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

Section 1.1

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: All classified employees of the Oregon Liquor Control Commission, excluding those who are supervisory or confidential as defined by ORS 243.650 et. seq. or any others properly excluded by the Employment Relations Board.

Section 1.2

The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.306(8), or part-time employees who regularly work less than thirty-two (32) hours per month.

Section 1.3

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 their behalf.

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - UNION RIGHTS

Section 3.1

The Union will select certain of its agents, who are not Agency employees as "Union Representatives" and certify in writing their names to the Personnel Officer of the Agency.

Section 3.2

Union representatives will be allowed to visit the work areas of the employees during work hours, after advising the Personnel Officer of the Agency, or his/her designee if the visit is in the Central Administrative Office, or the supervisor of the field office, or his/her designee, of their presence

for the purpose of meeting with employees regarding matters affecting their employment. Such visits are not to interfere with the normal flow of work.

Section 3.3

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

Section 3.4

Upon request and approval of the Personnel Officer, or designee, the Union shall be allowed the use of the facilities of the Agency for meetings when such facilities are available and the meeting would not interfere with the business of the Agency.

Section 3.5

The Agency shall furnish each new employee with notice provided by the Union that the Union is the certified collective bargaining representative.

Section 3.6

Not more than fifteen (15) minutes shall be granted for the Union to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the Union's status, organization benefits, facilities, related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes. The Agency shall provide the Union at least ten (10) days notice of the time and place of new employee orientation meetings. If the presenter is an Agency employee he/she will be allowed one (1) hour of Agency time including travel for this presentation.

Section 3.7

- a. The Agency will continue to provide reasonable bulletin board space for the use of the Union in communications dealing with social functions, meetings, elections, Union appointments and other Union-related information.
- b. Union officers and stewards may post messages concerning internal union business to an electronic bulletin board established for this purpose, provided the Union meets all of the following conditions:
 - (1) The Union does not use the electronic bulletin board for interactive communications (messages may be accessed, but no replies made);
 - (2) Employees may access and Union officers and stewards may post and access messages only during their authorized breaks and lunch periods;
 - (3) Employees will comply with the Agency's applicable user policies, such as protection of confidential information and security of equipment; and
 - (4) The Agency will incur no additional costs resulting from the Union's electronic bulletin board use.

It is understood that the electronic bulletin board is not private, privileged or confidential. This provision will no longer apply if the Agency loses the ability to maintain an electronic bulletin board or if the Union's electronic bulletin board use adversely affects the Agency's computer system.

Section 3.8

Upon request and no more than once a month the Agency shall furnish to the Union an alphabetized listing of the names, classifications, and home addresses of the employees in the bargaining unit as well as a listing of those employees who have terminated since the previous list.

Section 3.9

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

ARTICLE 4 - LAWS AND REGULATIONS

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

ARTICLE 5 - UNIT CLARIFICATION

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

Upon excluding any positions from the bargaining unit, the Employer shall send a list of exclusions to the Union along with position descriptions. Those positions questioned by the Union shall be discussed with the Employer within ten (10) days from the date of notification.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 6.1

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, physical or mental handicap, national origin, political affiliation, or marital status. The Union further agrees that it will cooperate with the Agency's implementation of applicable Federal and State laws and regulations, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, pertaining to affirmative action.

Section 6.2

All complaints alleging any form of discrimination may be submitted in writing directly to the EEO/AA Coordinator. The EEO/AA Coordinator will investigate the complaint within ten (10) working days of the receipt of the complaint and will attempt to resolve the issue with the employee and/or the Union. Recommendations will be made to the Agency Administrator for final disposition. The Agency Administrator or designated representative shall advise the employee and the Union in writing, within fifteen (15) calendar days of completion of the investigation of the Agency's position. If the complaint is not satisfactorily resolved, the employee may submit the complaint to the Bureau of Labor for resolution.

ARTICLE 7 - DEFINITIONS

AGENCY LAYOFF LIST - Means a list of laid off persons who have been regular status employees in a particular class in the Agency and who are entitled to have their names certified for appointment to a vacancy in that class within the Agency.

CONTINUOUS SERVICE - Means uninterrupted employment with the Agency except for layoff. An interruption in service may occur only through dismissal or resignation.

DAY - Means calendar days unless otherwise indicated.

DEMOTION - Means a movement of an employee from a position in one class to a position in another class having a lower salary range number.

DISMISSAL - Means a complete separation of a regular status employee from state service for

disciplinary reasons.

FULL TIME EMPLOYEE - Means an employee who works forty (40) hours or more per week.

INVOLUNTARY DEMOTION - Means the demotion of an employee for disciplinary reasons.

JOB SHARE EMPLOYEE - Means an employee who shares one full-time position with one or more employees. Each individual employee works less than full-time.

PART TIME EMPLOYEE - Means an employee in the bargaining unit who works more than thirty-one (31) hours per month but less than full time per month.

POSITION - Means a group of duties, authorities and responsibilities assigned or delegated to a specific position by the appointing authority requiring the full time or part time employment of one (1) person.

POSITION DESCRIPTION - Means a written description of a position which contains the title, a statement of duties, authority, responsibilities and the special requirements.

PROMOTION - Means a movement of an employee from a position in one (1) class to a position in another class having a higher maximum salary rate.

REGULAR STATUS EMPLOYEE - Means an employee who successfully completes an initial trial service period.

REINSTATEMENT - Means the return of a former regular status employee or trial service employee within one (1) year of the employee's separation. This is a noncompetitive appointment permitted only in the absence of an Agency Layoff List.

REPRESENTATIVE - Means any representative of the certified bargaining agent authorized by an employee to act on behalf of that employee in employment relations matters.

SENIORITY - Unless otherwise indicated in this Agreement, seniority means continuous service with the Agency. All leave without pay periods that exceeds fifteen (15) days shall be deducted from the computation of continuous service.

TRANSFER - Means a movement of an employee (except as a temporary employee) from a position to a vacant position in the same or different class with no more than a fifteen (15) calendar day break in service.

TRIAL SERVICE PERIOD - Means a working test period during which an employee is required to demonstrate by actual performance of the duties the employee's fitness for the position to which he/she has been certified and appointed.

UNDERFILLING - Means employment of a person to a classification lower than the allocated class of the position.

ARTICLE 8 - AVAILABILITY OF THE PARTIES TO EACH OTHER

The parties agree that the Employer and representatives of the Union are each obligated to meet at reasonable times, at the request of the other party for discussion of the agreement, its interpretation, continuation or modification. Both parties pledge to meet expeditiously and in good faith.

ARTICLE 9 - FAIR SHARE

Section 9.1

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

Section 9.2

Employees in the bargaining unit who are not members of the Union shall make payments-in-lieu-of dues to the Union. Payments in-lieu-of dues shall be the equivalent of regular Union dues. Beginning with the first payroll period after the execution of this Agreement and on each period thereafter, the Agency will deduct from the wages of each bargaining unit employee who is not a Union member the payments in-lieu-of dues required by this Article. Similar deductions will be made in

a similar manner from the wages of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment. The Agency shall remit a payment for all said deductions to the Union by the 20th of the month after the deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from who deductions were made.

Section 9.3

Dues and payments in-lieu-of dues for employees working less than twenty (20) hours per week will be on a prorated basis as outlined by Union policy. It shall be the responsibility of the Agency's payroll department to notify the Union of employee's names and social security numbers working less than twenty (20) hours per week or less than thirty-two (32) hours per month for the purpose of prorating dues or fair share.

Section 9.4

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

Section 9.5

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious 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 payments-in-lieu-of dues from the employee's wages pursuant to this Article, until agreement has been reached between the employee and the Union.

Section 9.6

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

Section 9.7

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

ARTICLE 10 - COMPLETE AGREEMENT/PAST PRACTICES

Section 10.1

Complete Agreement. Pursuant to their statutory obligations to bargain in good faith, the Agency and the Union have met in full and free discussion concerning matters in "employment relations" as defined by ORS 243.650(7). This contract incorporates the sole and complete agreement between the Agency and the Union resulting from these negotiations. The Union agrees that the Agency has no further obligation during the term of this Agreement to bargain wages, hours, or working conditions except as specified below. The Agency agrees that during the term of this Agreement it may not unilaterally change employee wages or hours. If the Union believes the Agency has unilaterally changed an employee's wages or hours, the Union may file a written grievance directly with the Department of Administrative Services, Labor Relations Division within fifteen (15) calendar days of the alleged violation. "Working conditions" may be changed subject, however, to the restrictions and procedures indicated below.

Section 10.2

Past Practices. The parties recognize the Agency's full right to direct the work force and to issue work orders and rules and that these rights are diminished only by the law and this Agreement, including interpretive decisions which may evolve pursuant to the proper exercise of authority given by law or this Agreement.

The Agency may change or issue new work practices or rules which fall more within the scope of "management functions" as opposed to "employee benefits." Upon specific request, the Agency will send a copy of any change that affects bargaining unit employees to the Union President. If the Union believes such a new or changed work practice or rule adopted by the Agency is unreasonable (For purposes of this Article "unreasonable" means that the balance of reason is in favor of not making a change. In other words, the negative effect on bargaining members outweighs the need or benefit to the Agency.), then within thirty (30) days of the date upon which the Union knows, or by reasonable diligence should have known, of the subject action, the Union may request the Department of Administrative Services to negotiate the change.

If the Department of Administrative Services believes the change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the Union's request to meet. One (1) union steward from the Agency will be allowed to use Agency time without loss of pay or benefits to participate. Neither the Department of Administrative Services nor the Agency will be liable for any overtime, premium pay, travel reimbursement or mileage for the union steward. The union steward will not be allowed Agency time to participate in discussions on the Agency's obligation to bargain the Union's demand. If agreement is reached by the parties during the meeting under this subsection, then the agreement shall be reduced to writing and signed by the parties.

If the Department of Administrative Services believes that the subject change is a permissive or prohibited subject of bargaining, the Department of Administrative Services shall inform the Union it refuses to bargain the subject change within fifteen (15) calendar days of the Department's receipt of the demand to bargain.

The Union may then file an unfair labor practice complaint with the Employment Relations Board for the refusal to bargain. If the Board rules that the change is a permissive or prohibited subject of bargaining, the Union shall withdraw its demand to bargain. If the Board determines the change is a mandatory subject of bargaining, the parties shall meet to negotiate this subject change.

If, after bargaining, the parties do not reach agreement, and the Union continues to believe the changed or new work practice or rule is unreasonable, the Union may submit the matter to arbitration. The notice must be received by the Department of Administrative Services within fifteen (15) days immediately following the last date the parties met to negotiate the change.

The parties agree that the decision of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, unless the award is vacated pursuant to ORS 240.087 or ORS 240.088. The power of the arbitrator in an action brought under this section shall be limited to determining if the changed or new work practice or rule is itself unreasonable. And, if the parties have not reached agreement on whether the changed or new work practice or rule falls more within the scope of "management functions" as opposed to "employee benefits," this balance shall also be resolved by the arbitrator. If the arbitrator rules that the changed or new work practice or rule is unreasonable, the Agency shall immediately withdraw the changed or new work practice or rule.

The arbitrator's fee and expenses shall be paid as provided in Article 13 - Grievance Procedure.

Time limits specified herein must be observed, unless the parties agree to a specific extension of time. Such agreement must be stipulated in writing and shall become part of the record. Failure to act within the time limits waives any rights to further consideration in the matter.

ARTICLE 11 - AGENCY PERSONNEL POLICIES

Upon request, the Agency shall provide a copy of its written personnel policies to the Union. When a change of a policy occurs, a copy will be sent to the Union.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 12.1

The principles of progressive discipline which normally begin with verbal warning shall be used except when the nature of the problem requires more serious discipline, such as an immediate suspension, termination, reduction in pay or demotion.

Section 12.2

An employee may be suspended, reduced in pay, demoted or discharged only for just cause.

Section 12.3

a. Discharge of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reason for the appeal and must be submitted to the Department of Administrative Services Labor Relations Division within ten (10) calendar days from the effective date of the discharge. Such appeal shall be heard by the arbitrator pursuant to the terms and conditions outlined in .4 to .6 of Article 13 (Grievance Procedure).

b. An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline.

The reduction, demotion or suspension of a regular status employee may be appealed to Step 3 of the grievance procedure within fifteen (15) calendar days from the effective date of the action. Any further appeal of an action specified in sub (b) shall follow the procedure and time frames outlined in Article 13 (Grievance Procedure).

Section 12.4

A written notice shall be given to a regular status employee against whom a charge, which may be cause for dismissal, 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 at a time and date set forth in the notice which date shall not be more than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Agency Administrator, the employee may be suspended with pay or be allowed to continue work as specified within the predissmissal notice.

Section 12.5

The Agency will not formally discipline an employee in front of other employees or the public.

Section 12.6

Unauthorized absence of the employee from duty shall be deemed to be absence 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 the Agency agrees extenuating circumstances existed. Any employee who is absent for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

Section 12.7

The Agency will forward all written reprimands and notices of reduction, suspension, demotion, predissmissal, and dismissal to the Union on the same day it notifies the employee.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 13.1

A grievance is a dispute which arises concerning the application, meaning or interpretation of this Agreement and shall be resolved in the following manner:

STEP 1(Informal):

a. Employee(s) gives his/her immediate supervisor, a written notice describing the grievance issue, with copies to the Union and Human Resources Manager. The employee must give this notice within 30 days of the date of the alleged breach of this Agreement, or of the date employee knew or should have known of the alleged breach.

b. The immediate supervisor meets with the employee(s) within five (5) working days of receiving the written notice.

c. If the supervisor and the employee mutually agree to a solution at meeting, the supervisor writes up the outcome and gives copies to the employee, the Union and the Human Resources Manager within 3 working days. If they cannot reach a solution at the initial meeting, they may mutually agree to a second meeting scheduled within five (5) working days of the initial meeting. If the supervisor and employee cannot reach a solution, both parties write up minutes of the meeting(s) stating the problem, facts and a proposed solution. Each gives copies to the other within three working days of the last meeting.

STEP 2:

a. If there is no resolution from Step 1, the Union or the employee may file a formal written grievance (the Official Grievance Form, Appendix A) with the employee's Division Director within five (5) working days of the conclusion of Step 1. If the employee's immediate supervisor is the Division Director, the Union will file the grievance with the Program Director or Deputy Administrator, as appropriate. Copies of the written grievance (the Official Grievance Form, Appendix A), the minutes and related documents from Step 1 will be given to the Union and the HR Manager.

b. The Director (or Program Director or Deputy Administrator, as appropriate), the Union and employee meet within five (5) working days of the receipt of the grievance. If the grievance is resolved, the Director will write up the resolution and gives copies to the employee, the Union and the Human Resources Manager within three (3) working days of the meeting. If there is no resolution, the employee and the Director, jointly or individually, will write up minutes of the meeting. The minutes will clarify the information on the Official Grievance form. Each gives the other, the Union and the HR Manager a copy of the minutes within three (3) working days of the meeting.

STEP 3:

a. If there is no resolution at Step 2, the Union may appeal the grievance to the Grievance Committee. The Committee will have four (4) members with two bargaining unit employees and two management employees. The Agency's Human Resources Manager and the Union's Chief Steward or designee(s) will be permanent members. The appeal (the Official Grievance form and any minutes from the previous steps) must be filed with the Human Resources Manager within ten (10) working days of the conclusion of Step 2. The Human Resources Manager will convene the Grievance Committee within fifteen (15) working days from the receipt of the appeal.

b. When the Grievance Committee meets, the Committee will review the Official Grievance form and any documents from Steps 1 and 2. The Committee may call the employee and/or the supervisor for clarification of the information on the Grievance form or in the minutes from Steps 1 and 2. The Committee will focus on the alleged violation of the Agreement. The Committee will attempt to resolve the grievance. The Committee will record its determination regarding a violation of the agreement and any grievance resolution. The Committee will have five (5) working days to review the grievance, to attempt a resolution and to prepare a written summary.

c. The Grievance Committee's grievance resolution shall be binding on all parties. The Grievance Committee decision shall not add to, subtract from or change the terms of this

Agreement.

STEP 4.

Department of Administrative Services Review. If the grievance remains unresolved at STEP 3, the Union may file the grievance with the Department of Administrative Services within three working days following receipt of the response at STEP 3. The Department of Administrative Services shall respond within seven (7) working days following receipt of the appeal to the Department of Administrative Services.

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

STEP 5.

Submission to Arbitration. Any grievance, having progressed through the Steps as outlined in this Agreement and remaining unresolved following Department of Administrative Services review, may be submitted to arbitration for settlement. To be valid a request for arbitration must be in writing and received by the Department of Administrative Services within fifteen (15) calendar days of the receipt of the response from the Department of Administrative Services review process.

Failure to file a valid arbitration request within the specified fifteen (15) calendar day period shall constitute forfeiture of claim and the case shall be considered closed by all parties.

If the grievance is to be submitted to arbitration, no less than seven days before the arbitration, the parties will attempt to formulate a submission agreement to be forwarded to the arbitrator.

Section 13.2

Selection of the Arbitrator.

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

b. In the event that arbitration becomes necessary the Union and the Employer will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator and arbitration hearings shall commence within fifteen (15) calendar days thereafter, unless otherwise mutually agreed by the parties.

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

Section 13.3

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, or change 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 13.4

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

Section 13.5

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.

Section 13.6

An employee may choose to proceed without Union representation as outlined in ORS 243.666(2).

Section 13.7

If the Union files a grievance (the Official Grievance Form, Appendix A) on behalf of three (3) or more named employees on exactly the same issue, the Agency will hear the grievance at Step 3 of the procedure outlined in this Article.

Section 13.8

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

Section 13.9

Failure of the aggrieved party to comply with the time limits outlined above shall constitute abandonment of the grievance.

ARTICLE 14 - JOB STEWARDS

Section 14.1

Up to thirteen (13) Job Stewards shall be allowed to ensure access to all Agency employees. Such Stewards shall be selected from and represent employees. The Union shall immediately notify the Agency Personnel Officer of the names of Job Stewards and their successors upon their selection.

Section 14.2

Stewards may receive but not solicit, and may discuss, complaints and grievances of employees on the premises and time of the Agency, but only to such extent as does not neglect, retard or interfere with the work and duties of the Job Stewards or with the work or duties of employees. Upon notice to their immediate supervisor, Job Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to discuss complaints and investigate grievances. Only one Union Steward will be in pay status for any one grievance. The Chief Steward may consult on grievances on an in-pay status upon prior notice to their immediate supervisor, up to four (4) hours per month. Job Stewards will not conduct complaint or grievance work in the Agency's work areas. The Agency is not responsible for any miscellaneous expenses a grievant or Union Steward incurs in the processing of a grievance.

If the permitted activities would interfere with either the Job Steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities without the proper notification and release by the supervisor(s) involved will be considered unauthorized leave without pay for both the Job Steward and the grieving employee. Each Job Steward shall maintain a record of dates and times spent on the functions described in this Article. Each Job Steward will give his/her immediate supervisor a written report of each month's activities by the last day of the month. If a Job Steward had no activities, the monthly report will show "no activities".

Section 14.3

The Agency agrees there shall be no reprisal, coercion, intimidation or discrimination against any Job Steward for the conduct of the functions described in this Article.

Section 14.4

At the Union's request and subject to the bona fide operating requirements of the Agency, Job

Stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay to attend the Union's Job Steward training session.

ARTICLE 15 - PERSONNEL RECORDS

Section 15.1

An employee may, upon request, inspect the contents of his official Agency personnel file except for confidential reports from previous employers. No grievance shall be kept in the personnel files after the grievance has been resolved except the resolution.

Section 15.2

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

"Employee's signature confirms only that the supervisor 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 files provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the employee at his/her address of record.

Section 15.3

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

Section 15.4

An employee may include in his/her personnel files, copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects credibly on the employee.

Section 15.5

Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of two (2) years. 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.

Section 15.6

An employee may, upon request, obtain copies of any of the contents of his/her personnel file except for confidential reports from previous employers.

ARTICLE 16 - FILLING OF VACANCIES

Section 16.1

The Agency will post any permanent job vacancy that occurs in the bargaining unit which the Agency intends to fill, setting forth the job title, duties and qualifications, and salary range. The Personnel Office will post the vacancy notices on bulletin boards in all offices and other appropriate places for ten (10) days. All promotion and transfer applicants will be interviewed if the employee has passed the test qualifying him/her for the classification he/she seeks and is active on the appropriate qualifying list. If an employee is not selected, he/she may request in writing and the Agency shall respond in writing with the specific reasons why he/she was not selected.

Section 16.2

The Agency and the Union agree to the premise that all qualified applicants, regardless of race, color, religion, national origin, sex, age, sexual orientation or disability, should have an equal opportunity to compete on the basis of their knowledge, skills, and abilities. If at the conclusion of the Agency selection process, two or more employees possess equal qualifications and are the highest qualified candidates for the position, the Agency will give preference to an employee's length of service with the Agency provided this consideration does not inhibit the ability of the Agency to reach an employment goal specifically outlined in the Agency's Affirmative Action Plan.

Section 16.3

An employee has a responsibility for preparing for advancement and qualifying for promotion within the bargaining unit.

ARTICLE 17 - LIMITED DURATION APPOINTMENTS

Section 17.1

Whenever a bargaining unit employee is on approved leave or rotational assignment (military leave, educational leave, work-out-of-class assignment, job rotation, etc.), the Agency may choose to double-fill the position for the period of the employee's absence from the position through a limited duration appointment. Article 16.1 will not apply to limited duration appointments.

Section 17.2

No person who accepts an initial appointment into the Agency through a limited duration appointment will be entitled to layoff rights under the Agreement. In all other respects, the person will have all the rights and benefits of bargaining unit employees.

Section 17.3

The person accepting the limited duration appointment will be notified of the conditions of the appointment and acknowledge in writing the acceptance of the appointment under these conditions. The conditions will include that:

- a. The appointment is of a limited duration.
- b. The appointment may cease at any time with two calendar weeks notice.
- c. The person accepts the conditions outlined above.

ARTICLE 18 - INVOLUNTARY TRANSFER

Section 18.1

If, after a reasonable time, the Agency cannot fill a vacancy in accordance with Article 16, it may require an employee to transfer.

Section 18.2

Before requiring an employee to transfer, the Agency shall offer the vacancy to a qualified employee who volunteers. If two or more employees volunteer and have demonstrated equal knowledge, skills, and abilities for the position, the most senior will be appointed. For purposes of this Article, seniority shall mean the total length of continuous service in the classification of the vacant position or higher classification with the Agency. Any absence of leave without pay for longer than fifteen (15) calendar days, except for illness, injury, or education leave, shall break continuous service.

Section 18.3

If there are no qualified volunteers, the qualified employee with the least Agency seniority who has not been transferred within the last twenty-four (24) months, shall be transferred to fill the position.

Section 18.4

The Agency shall not transfer an employee from a filled position to a vacant position on an arbitrary basis.

ARTICLE 19 - TRIAL SERVICE

Section 19.1

All new employees appointed to a position, and those employees promoted or reemployed shall serve a trial service period of six (6) months except Liquor Regulatory Specialists shall serve a twelve (12) month trial service period.

Section 19.2

The immediate supervisor shall judge the employee's willingness and ability to perform his/her duties satisfactorily, and as to habits and dependability within the trial service period.

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

If such employee was previously a regular status employee in another position in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position unless charges are filed and he/she is discharged as provided in Article 12 (Discipline and Discharge).

Section 19.3

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

Section 19.4

Except Liquor Regulatory Specialists, an employee's trial service period shall not be extended except in instances where an employee has been on leave for a total of fifteen (15) days or more. Such leave shall extend the trial service period by the number of days of the leave, including the initial fifteen (15) days.

Section 19.5

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 by Article 13 (Grievance Procedure/Arbitration) or Article 12 (Discipline and Discharge).

ARTICLE 20 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 20.1

Work Out of Classification.

a. Higher Classification: When the Agency assigns an employee, in writing, for a limited time period to perform the major distinguishing duties of a position at a higher level classification for five (5) consecutive work days, that employee shall be paid at the first step in the assigned classification or five percent (5%) more than his/her current rate of pay, whichever is greater.

When such assignments are made to work out of classification for five (5) 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.

When such assignment lasts longer than sixty (60) days: the assigning manager will post the assignment notice in appropriate places for ten (10) days; the assigning manager will

consider all qualified applicants and will give them the opportunity to discuss their qualifications, upon request, prior to selection; an applicant, who is not selected, may request in writing, and the assigning manager will give in writing, the reasons the applicant was not selected.

Management will not circumvent the work out of a classification through serial assignments of the major distinguishing duties of the higher level classification.

b. An employee who is underfilling a position shall be informed in writing that he/she is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level to the position, the employee shall be reclassified.

c. Developmental Assignment in a Higher Classification: When the Agency has a developmental opportunity, management will post the assignment notice in appropriate places for ten (10) days; all qualified applicants will be interviewed; and an applicant, who is not selected, may request in writing, and management will give in writing, the reasons the applicant was not selected.

An employee who agrees to perform duties out of class for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. Such assignment shall not exceed six (6) months. A copy of the notice shall be placed in the employee's file.

Section 20.2

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

Section 20.3

Reclassification Procedure.

a. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Agency Personnel Office.

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

Section 20.4

Upward Reclassification. When a position is reclassified upward a regular incumbent shall be continued in the position. He/she shall be advanced to the higher class with the same status held in the lower class if he/she meets minimum experience and training requirements. When a position is reclassified upward and the incumbent does not have regular status, the position will be filled competitively at the higher level.

Section 20.5

Downward Reclassification.

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

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

c. If an employee is reclassified downward and his/her rate of pay is above the maximum of the new classification, his/her rate of pay will remain the same until a rate in the salary range

of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at the same rate in the lower range.

If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range plus that amount that his/her current salary rate is below the next higher rate in the salary range. This increase shall not exceed the highest step in the new salary range.

Section 20.6

Equal Reclassification Rate. When an employee is reclassified to a class having the same salary range, his/her rate of pay will not be changed.

Section 20.7

Pay for Upward Reclassification. Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then whatever step of a new salary range constitutes a pay increase.

Section 20.8

Pay Date of Upward Reclassification.

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

Section 20.9

Pay for Upward Reclassification Denial. If the Legislature does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclass request was received by the Agency Personnel Officer to the date the duties were removed.

Section 20.10

- a. If an employee's reclass request is denied pursuant to .3 of this Article, or an employee's position is to be reclassified downward pursuant to .5 of this Article, the Union may appeal the decision to the Agency Administrator or designated representative within fifteen (15) calendar days after receipt of the Agency's decision. The written appeal must state:

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

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

- b. If the Agency's response does not resolve the matter, the Union may within fifteen (15) calendar days from the date of the Agency response, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to .2 of Article 13 (Grievance Procedures). The appeal must be in writing and sent to the Labor Relations Division of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Agency's written response in sub (a) of this Section. The appeal must state the following:

The reason(s) why the decision was arbitrary.

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

If the arbitrator finds the Agency's decision is arbitrary, the arbitrator's authority shall extend only to stating if the employee's current classification is inappropriate. If the arbitrator

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

This section shall supersede .3 of Article 13 (Grievance Procedure/Arbitration) on the delineation of the arbitrator's authority on matters spoken to in this Article.

ARTICLE 21 - CONTRACTING OUT

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

ARTICLE 22 - LAYOFF

Section 22.1

Protection from Layoff

- a. The Agency, at its sole discretion, may protect from layoff up to fifteen (15) positions. The Agency will provide the Union a list of employees protected and the rationale by May 3, 1996. If fewer than fifteen (15) positions are on the list, the Agency is not precluded from adding the remaining available positions and rationale without discussion with the Union. If the Agency substitutes positions for ones that are on the list, the Agency will discuss the change(s) with the Union at least fifteen (15) days prior to the change(s).
- b. Employees not protected by Section 22.1 of this Article will be covered by the provisions of Section 22.2.

Section 22.2

Layoff Procedure. A layoff is defined as a separation from the service for involuntary reasons, other than resignations, not reflecting discredit on an employee. An employee and the Union shall be given written notice of layoff at least fifteen (15) calendar days before the effective date stating the reasons for the layoff.

The layoff procedure shall occur in the following manner:

- a. The Agency shall determine the specific positions to be vacated.
- b. Separate layoff lists will apply to full-time and part-time employees in a classification. Any full-time regular status employee shall be permitted to displace an employee in the same classification with less seniority in a part-time position unless that employee has been protected under 22.1; however, part-time employees shall not displace full-time employees.
- c. A regular status employee notified of a pending layoff may elect to be laid off or has the options listed below. The employee will rank his/her options and give the ranking in writing to the Agency's Human Resources Manager within five (5) calendar days from the date of receipt of the written layoff notice. An employee whose first option is unsuccessful may then try the second option.
 - (1) The employee may displace the employee in the same classification who is the least senior trial service employee not protected in Section 22.1 or who is the least senior regular status employee not protected in Section 22.1 if there are no trial service employees.

To displace either a trial service or regular status employee, the displacing employee must:

 - (a) Have greater seniority than the trial service or regular status employee;

- (b) Meet any special qualifications for the position as shown in the class specification and the position description; and
- (c) Be capable of performing the specific requirements of the position within three (3) weeks. The agency will determine this by:
 - i. Reviewing an application/resume submitted by the employee; and
 - ii. Reviewing the employee's statement why the employee is qualified for the position; and
 - iii. Testing the employee on the duties of the position sought. The Agency will use the same test with the same answers for all eligible candidates for the specific position. Tests questions and answers shall be confidential.

If the displacing employee does not meet these criteria for the position held by the least senior employee in the same classification, the Agency will continue to make this determination for the position held by the next least senior employee until the displacing employee meets the requirements for a position in the same classification or there are no more positions in the same classification held by an employee with less seniority who has not been protected under 22.1.

- (2) The employee may demote and displace the employee in a lower classification who is the least senior trial service employee not protected in Section 22.1, or who is the least senior regular status employee not protected under 22.1 if there are no trial service employees. To demote and displace either a trial service or regular status employee in a lower classification, the displacing employee must:
 - (a) Have greater seniority than the employee to be displaced;
 - (b) Meet any minimum or special qualifications for the position;
 - (c) Have held regular status in the lower classification for a minimum of one (1) year, and the lower classification is the most recent represented classification the employee held prior to the employee's present classification; and
 - (d) Be capable of performing the specific requirements of the position within three (3) weeks. The agency will determine this by:
 - i. Reviewing an application/resume submitted by the employee; and
 - ii. Reviewing the employee's statement why the employee is qualified for the position; and
 - iii. Testing the employee on the duties of the position sought. The Agency will use the same test with the same answers for all eligible candidates for the specific position. Tests questions and answers shall be confidential.

If the displacing employee does not satisfy the above requirements for the position held by the least senior employee in the relevant lower classification, the Agency will continue to make this determination for the position held by the next least senior employee until the displacing employee meets the requirements for a position in the lower classification or there are no more positions in the lower classification held by an employee with less seniority who has not been protected

under 22.1.

(3) For the purposes of this Article, Liquor Control Inspector, Liquor License Investigator and Liquor Regulatory Specialist will be treated as a single classification.

d. No trial service or regular status employee in a particular office or duty station shall be laid off while a temporary employee in the same class is employed at the same particular office or duty station.

Section 22.3

The Agency will not pay moving expenses for any moves as a result of an employee exercising any rights under 22.2 c. (2).

Section 22.4

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

Section 22.5

Any employee displaced by another employee exercising options under .2 c.(1) and (2) may also exercise any option available under .2 c.

Section 22.6

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

a. One (1) point per month for each month of continuous service with the Agency. A break in service is a separation from the service without pay (except as a temporary employee) for more than ninety (90) calendar days. All part-time service shall be credited on a prorated basis.

If any employee subsequently returns to employment he/she shall not regain previously accrued seniority. Periods of authorized leave without pay will be deducted from the seniority calculations. When a layoff is announced, seniority shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

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

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

Section 22.7

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

An employee currently on a layoff list prior to the effective date of this Agreement, shall be placed on the layoff list from which he/she was laid off. The life of a layoff list shall be twenty-four (24) months.

Employees who are on an Agency layoff list shall be recalled in seniority order beginning with the employee with the highest seniority.

If an employee is certified from a layoff list and is offered a position from which he/she demoted or was laid off, he/she shall have one (1) right of refusal. Upon a second refusal, however, the employee's name will be removed from the layoff list.

Section 22.8

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. An employee who is

affected by a temporary interruption of employment may use accrued vacation, compensatory time off or personal leave. For FLSA exempt employees, this section applies only when the interruption is for one or more full workweek(s).

ARTICLE 23 - PAYDAY AND PAY ADVANCES

Section 23.1

All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or Holiday, employee paychecks shall be made available on the last working day of the month. The Agency shall endeavor to pay any earned adjustment(s), other than regular pay, on the supplemental pay day designated by Oregon State Payroll System. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release day. Any violation of this provision shall be cause for disciplinary action. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.

Section 23.2

The parties agree that pay advances will be kept to an absolute minimum and are for emergencies. Within that context, employees may obtain an advance on their salary. The amount of the request shall not exceed 60 percent of gross pay earned, but shall be at least \$100. Employees may submit requests up to the final monthly payroll cut off date. If any employee requests more than one pay advance in any 12-month period, management has the right to deny it.

ARTICLE 24 - HEALTH AND SAFETY

Section 24.1

The Employer agrees to abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.011 to 654.991).

Section 24.2

Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Workers' Compensation Department. Such equipment, where provided, must be used.

Section 24.3

If an employee claims that assigned equipment is unsafe or might endanger his/her health, and for that reason refuses to use the equipment, the employee shall immediately give his/her reasons for this conclusion to his/her supervisor, in writing, who shall make an immediate determination in consultation with the Agency Safety Officer or his/her designee or a representative of the appropriate governmental agency as to the safety of the equipment in question. A Union representative or Job Steward may accompany the above representative and employee during this determination.

If an employee claims that a job assignment is unsafe or might endanger his/her health and for that reason refuses to carry out that assignment, the employee shall immediately give his/her reasons for this conclusion to his/her supervisor who shall make an immediate determination.

If the supervisor is not available, the request shall be immediately directed to the next level of supervision for determination.

Section 24.4

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

Section 24.5

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

Section 24.6

If in conduct of official duties, an employee is exposed to serious communicable disease which would require immunization or testing, or if required by the Agency, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee where immunization or testing will help prevent such disease from occurring. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted sick leave with pay for the time off from work required for the immunization or testing.

Section 24.7

The Agency shall continue the existing Safety/Accident Review Board Committee. In the area of safety, the committee's function will be to review possible safety violations. The composition of the committee shall be three (3) employees selected by the Union and three (3) Agency representatives selected by the Agency. Employees shall be given on-duty time if the meeting is held during the employee's regular shift.

Section 24.8

The Agency shall continue to provide existing space to permit ill or injured employees to lie down until disposition of need.

Section 24.9

The Agency shall provide and maintain first aid kits for use in emergencies. Said first aid kits shall be in all buildings and vehicles and shall be available for emergency use.

ARTICLE 25 - EDUCATION AND TRAINING

Section 25.1

Training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Agency, he/she shall be notified in writing. Training opportunities shall be offered on an equitable basis, with consideration given to differences in classifications, specialized work assignments, and work location.

Section 25.2

The Agency may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Attendance at such training shall be mandatory without loss of pay to the employees. The Agency shall determine the method of travel and shall reimburse or pay for those travel expenses. The Agency shall reimburse the employee for mileage as provided in Article 45, (Travel and Mileage Reimbursement/Allowance), when the Agency has required the employee to use his/her own car.

Section 25.3

When the Agency requires, for purposes of meeting Agency needs, employees to attend on a part-time basis, designated courses or seminars either during or after work hours, the Agency shall reimburse the employee for course registration, books and required instructional materials. All books and instructional materials shall become property of the Agency. The Agency shall reimburse the employee for mileage as provided in Article 45, (Travel and Mileage Reimbursement/Allowance), when the Agency has required the employee to use his/her own car.

Section 25.4

If a regular status employee desires reimbursement for course registration for training outside of the Agency, the employee must receive prior written approval from the Agency.

Section 25.5

The Agency agrees to offer C.P.R. training at least once yearly to those employees who want this training.

ARTICLE 26 - WORK WEEK, WORK DAY AND WORK SCHEDULE

Section 26.1

The work week is defined as seven (7) consecutive calendar days beginning at 6:01 a.m. on Sunday and ending on the following Sunday at 6:00 a.m. A work day is the twenty-four (24) hour period beginning at 6:01 a.m. each day and ending the following day at 6:00 a.m.

Section 26.2

Except for Regulatory Field Operations Division employees excluding clerical employees, a regular work schedule is five (5) consecutive eight (8) hour days and an irregular work schedule is either four (4) consecutive ten (10) hour days or a five consecutive day combination of four nine hour days and one four hour day . For Regulatory Field Operations Division employees, except clerical employees, a regular work schedule is five (5) eight (8) hour days and an irregular work schedule is either four (4) ten (10) hour days or a five day combination of four nine hour days and one four hour day.

Distribution Division Only: When a holiday occurs, the Agency may shift the affected employees' irregular work schedule so the affected employees do not work on holidays.

Section 26.3

a. Employees on a Regular Work Schedule

A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be scheduled by the Agency in accordance with its bona fide operating requirements.

b. Employees on an Irregular Work Schedule

A rest period of fifteen (15) minutes shall be allowed as close as practicable to the end of the first and third quarters of the ten (10) hour workday. Such rest periods shall be scheduled by the Agency in accordance with its bona fide operating requirements.

Section 26.4

All employees working an eight (8), nine (9) or ten (10) hour workday shall be granted a non-duty meal period of not less than thirty (30) minutes and not more than one (1) hour. Such meal period shall be scheduled as close as possible to the middle of the workday.

Section 26.5

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

Section 26.6

Employees currently having their schedule posted shall have their schedule posted at least ten (10) calendar days before its effective date.

Section 26.7

a. An employee desiring a flexible work schedule or a change in work schedule may request such change to his/her supervisor. The supervisor shall approve or disapprove the request based on the bona fide operating requirements of the Agency. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to

reporting pay and overtime compensation.

b. An employee on a four (4) ten (10) hour days irregular work schedule may request a schedule of four (4) ten (10) hour workdays that are not consecutive. The supervisor will approve or deny the request based on the Agency's bona fide operating requirements. If the supervisor approves the schedule, the employee waives all rights to any applicable premium pay.

Section 26.8

Established work shifts for Regulatory Field Operations Division will not be changed with less than ten (10) calendar days advance notice except when operating requirements of the Agency require it.

Section 26.9

Except for schedule changes requested by the employee, if any work schedule requires that an employee work more than five (5) consecutive days totaling forty (40) hours work, the employee will be paid at the overtime rate for any hours worked in each subsequent and consecutive calendar day when scheduled to work.

Section 26.10

If an employee is assigned less than 10 hours off between scheduled work shifts excluding overtime, the employee will receive penalty pay at time and one-half for all hours worked within that required 10-hour break.

ARTICLE 27 - REPORTING TIME

Section 27.1

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

Section 27.2

An employee's reporting time may be changed without penalty if the employee is notified a minimum of forty-eight (48) hours before the new reporting time. If the employee's reporting time is changed without the required notice, the employee shall be entitled to penalty payment at time and one-half (1-1/2) for the first two (2) hours worked.

Section 27.3

An employee who is scheduled for work and reports for work but whose work is not required or available shall be excused from duty and paid at the regular rate of pay for a minimum of four (4) hours. However, if the employee's scheduled shift is less than four (4) hours, the employee shall be paid for the hours scheduled.

Section 27.4

When a change in reporting time is requested by an employee and approved by the Agency, all forms of overtime compensation and reporting time pay associated with the changed schedule shall be waived.

Section 27.5

If an employee reports to work and begins work but the Agency sends the employee home, the employee shall be paid for the remaining scheduled hours.

Section 27.6

Nothing in this Article shall apply to scheduled or unscheduled overtime.

ARTICLE 28 - SCHEDULING COMPENSATORY TIME OFF

Section 28.1

Subject to the bona fide operating requirements of the Agency, an employee shall have his/her choice of scheduling compensatory time off. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement between the employees concerned, the employee having the greatest seniority with the Agency shall be granted the time off.

Section 28.2

Employees shall be allowed the option of taking compensatory time off consecutively with vacation leave. However, compensatory time off taken in this manner shall be subject to the provisions of Article 31 (Vacations) rather than the provisions of this Article.

Section 28.3

Employees shall request in writing from their immediate supervisor compensatory time off by the fifteenth (15th) of the preceding month in which the employee wants time off. The notification period may be waived by the immediate supervisor.

Section 28.4

An employee shall be eligible to accrue up to one hundred twenty (120) hours of compensatory time off. Any hours in excess of that number of hours shall be paid to the employee by the Agency.

Section 28.5

When an employee terminates employment with the Agency, the Agency shall pay all unused compensatory time hours to the employee in the last paycheck.

ARTICLE 29 - INCLEMENT CONDITIONS

Section 29.1

When, in the judgment of the Agency, weather conditions require the closing or curtailing of Agency offices after the employee reports to work, the employee shall be paid for the remainder of his/her work shift.

Section 29.2

The Agency may close the agency or may delay opening its offices because of inclement weather. In such cases, the Agency, in the Portland Metropolitan area, shall notify employees before their work shift by predesignated radio stations. All other employees outside the Portland Metropolitan area shall contact their supervisor before their work shift. The FLSA nonexempt employee may use accrued vacation, compensatory time off, leave without pay during the period the agency is closed or opening delayed due to the inclement weather. Instead of using accrued vacation, compensatory time or leave without pay, the FLSA nonexempt employee may opt to flex his/her hours. To use flex-time, the FLSA nonexempt employee must have his/her supervisor's prior approval and must work the flex-time in the same work week and pay period in which the closure or delay occurred. In no instance will the flex-time worked result in overtime or compensatory time being charged to the agency. If the FLSA nonexempt employee fails to work the flex-time, the FLSA nonexempt employee must use accrued vacation, compensatory time or leave without pay. However, no such reduction in salary shall take place for FLSA exempt employees except for full workweek increments where the agency has determined there is not work available and absence of one (1) or more full workweeks occurs.

Section 29.3

When the Agency remains open but employees are unable to report to work because of inclement weather, the employee shall be placed on leave without pay. Employees may request in writing and shall be allowed use of accrued vacation or accrued compensatory time off.

ARTICLE 30 - HOLIDAYS

Section 30.1

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. Presidents' Day on the third Monday in February;
- d. Memorial Day on the last Monday in May;
- e. Independence Day on July 4;
- f. Labor Day on the first Monday in September;
- g. Veterans Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. Christmas Day on December 25;
- j. Every day appointed by the Governor of the State of Oregon as a holiday.
- k. Every day appointed by the President of the United States only when the Governor also appoints that day 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 30.2

When a holiday occurs on what would normally be the first or last workday of the pay period, employees who are hired on the first workday or who separate on the last workday shall receive pay for the holiday. Full-time employees on a 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 vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

Section 30.3

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

Section 30.4

An employee will receive compensatory time off for holiday time worked unless the employee requests, in writing, cash. The compensatory time accrual limits established in Article 28 (Scheduling of Compensatory Time Off) shall apply.

Section 30.5

In addition to the holidays specified in this Article, full-time employees shall receive 8 hours of paid leave. Part-time employees shall receive a prorated share of 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 Christmas or 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 5th of the following year.

Section 30.6

- a. Employees shall normally be notified of holiday work schedules at least ten (10) work days in advance except in situations over which the Agency has no control.
- b. Except for Regulatory field offices which are staffed by one (1) employee, employees shall be given the opportunity to request to work or not to work on a holiday. Such requests shall be granted on the basis of seniority in keeping with the operating needs of the Agency.
- c. Regulatory field offices which are staffed by one (1) employee shall be required to work the holiday if the Agency determines work is necessary.
- d. Except for sub (c) above, should no employee request to work on a holiday, the Agency shall assign the work to the employee with the least seniority with the Agency in the field office from those regularly scheduled to work who are qualified to perform the particular tasks.

Section 30.7

When an employee has been approved to work a four (4) day, ten (10) hour work schedule, and a holiday falls within that week, the work schedule may be changed to meet the operating requirements of the Agency. Employees who were scheduled to work that day but receive a holiday instead will receive eight (8) hours holiday pay. They will also have two (2) hours deducted from their accumulated compensatory or vacation accrual balance. The agency will deduct two (2) hours leave without pay if the employee has no compensatory or vacation accrual balance.

Section 30.8

Full time employees who have recognized holidays falling on their scheduled days off will have their choice of eight (8) hours of holiday pay or eight (8) hours of compensatory time off for these holidays. Part-time employees shall receive their choice of holiday pay or compensatory time off on a prorated basis based on the same percentage of the month as their normal work schedule.

Section 30.9

For Distribution Division Only: The Agency will approve employee requests for time off in conjunction with a holiday by seniority within classification, subject to the Agency's operating requirements. The Agency may require advance notice with a cutoff date.

ARTICLE 31 - VACATION LEAVE

Section 31.1

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

After six (6) months through fifth (5 th) year	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month)
After fifth (5 th) year through tenth (10 th) year	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month)
After tenth (10 th) year through fifteenth (15 th) year	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)

After fifteenth (15th) year through twentieth (20th) year

Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month

After twentieth (20th) year

Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month

A full-time employee working less than a full calendar 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 during the first year of employment and that break does not exceed two (2) years, the employee may be given credit for the time worked prior to the break in service. In order to facilitate the administration of leave records, vacation leave may be accrued on a monthly basis for employees who have completed six (6) full calendar months of service. Vacation accrual hours shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) calendar days.

Section 31.2

Vacation Leave for Part-Time Employees. A part-time employee shall accrue vacation leave and shall earn eligibility for additional vacation credits only in those months during which the employee has worked thirty-two (32) hours or more. Such leave shall be accrued on a pro rata basis as follows:

First (1st) month through sixtieth (60th) month

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

Sixty-first (61st) month through one-hundred twentieth (120th) month

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

One-hundred-twenty-first (121st) month through one-hundred-eightieth (180th) month

Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)

One-hundred-eighty-first (181st) month through two-hundred-fortieth (240th) month

Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month

After two-hundred-fortieth (240th) month

Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month

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

Section 31.3

Vacation Leave for Seasonal Employees. After having served a combination of seasonal periods totaling six (6) full calendar months (a minimum of one-thousand-forty (1,040) hours,) seasonal employees shall be credited with six (6) work days of vacation. In accumulating this initial six (6) calendar months of service, time worked prior to a break in service may be credited if the break does not exceed two (2) seasons. (An employee may not be credited with more than one (1) season during a calendar year.) Thereafter, vacation leave shall be accumulated as follows:

After a total of six (6) months (a minimum of one-thousand-forty (1040) hours) through fifth (5th) annual season

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

After fifth (5th) annual season through tenth (10th) annual season

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

After tenth (10th) annual season through fifteenth (15th) annual season

Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)

After fifteenth (15th) annual season through twentieth (20th) annual season

Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month

After twentieth (20th) annual season

Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month

Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) calendar days.

Section 31.4

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

Section 31.5

Restoration of Vacation Leave Credits. Employees who have been separated from the Agency service and return to a permanent position within two (2) years shall be given credit toward additional vacation credits for service prior to their separations. All time in the exempt or unclassified service, shall be counted as long as there is not a break in service of more than two (2) years.

Section 31.6

Termination Vacation Pay. An employee who is laid off or terminates after six (6) full calendar months of Agency service shall be paid upon separation from Agency service for accrued vacation time except as provided as set off for damages or misappropriation of State property or equipment. An employee on educational leave of absence without pay in excess of thirty (30) days shall be paid for vacation leave accrued up to the end of the last full month of service. Employees on military leave of absence may request payment for accrued vacation.

Section 31.7

Scheduling of Vacations.

a. Vacations shall be scheduled at a time mutually acceptable to the Agency and the employee and consistent with the work requirements of the Agency. If a manager would limit the number of employees who may have vacation during the same period, the Agency will use the following procedure to determine which request is granted vacation:

(1) When the requested vacation period is 30 days or less in the future, the employee who first requested vacation is entitled to the vacation period.

(2) When the requested vacation period is more than 30 days in the future, the employee's manager will post the vacation request. The more senior employee is entitled to the vacation period if the employee notifies his/her manager in writing within 14 days of the posting.

The procedure described above may not apply if the employees mutually agree to a different resolution.

b. An employee who seeks to change his/her previously designated vacation time may request such a change subject to the Agency's operating requirements, except that this choice shall not require any other employee to change his/her employee's vacation schedule. The scheduling of vacation leave shall take precedence over the scheduling of compensatory time off.

c. Vacation requests shall be responded to within three (3) work days unless the procedure in 31.7a(2) is followed.

Section 31.8

Vacation Accrual. An employee shall be allowed to accumulate a maximum of three hundred (300) hours of vacation leave; however, in the event of separation or layoff any unused vacation up to two hundred fifty (250) hours will be paid to the employee.

Section 31.9

a. Cancellation of Scheduled Vacation. Vacations that have been scheduled may not be canceled by the Agency except in the event of an emergency. When unrecoverable deposits for a scheduled vacation are incurred by an employee, his/her vacation shall not be canceled. The Agency may require written proof of unrecoverable deposits. In the event of a schedule change caused by seniority or a transfer at the request of the employee, the provisions of this section shall not apply.

b. Payment for Work During a Scheduled Vacation. If the Agency requests that an employee return to work during a scheduled vacation, the employee will be compensated a minimum of three (3) hours at the time and one-half (1 ½) rate or the actual hours worked at time and one-half (1 ½), whichever is greater. The Agency will make this payment only for work done during the employee's scheduled vacation.

Section 31.10

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

Section 31.11

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.

ARTICLE 32 - SICK LEAVE

Section 32.1

Accrual Rate of Sick Leave With Pay Credits. Employees shall accrue eight (8) hours of sick leave with pay credits for each full month worked. Employees who work less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a pro rata basis.

Section 32.2

Eligibility for Sick Leave With Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.

Section 32.3

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

Section 32.4

Utilization of Sick Leave With Pay. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, 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 Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care.

Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.

Section 32.5

Sick Leave With Pay on Termination. Compensation for accrued sick leave shall not be paid to an employee on termination for any reason.

Section 32.6

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 32.7

Sick Leave Without Pay. After earned sick leave has been exhausted and the employee has the opportunity in writing to exercise the option of using accumulative time as outlined in Article 43.3, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician 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 up to ninety (90) calendar days, for any catastrophic non-job-incurred injury or illness with a prolonged recovery period. The Agency may grant additional sick leave without pay. Employees must use all accrued leave in conjunction with OFLA and FMLA leave except for a total of eighty (80) hours of accrued vacation and/or compensatory time off.

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

Section 32.8

- a. As used in this Article:
 - (1) "Accumulated Leave" includes but is not limited to sick, vacation, and compensatory leave.

(2) "Costs" include employee wages, insurance premiums, and employee and employer payroll taxes.

(3) "Prolonged Illness or Injury" means inability to work because of an illness or injury that the treating physician certifies in writing will continue for at least 45 days following a specified date upon which the employee is projected to exhaust all accumulated leave.

b. A bargaining unit employee may make irrevocable donations of accrued vacation leave, in eight (8) hour increments, to a regular status employee in the bargaining unit who has exhausted all accumulated leave while recuperating or recovering from a prolonged illness or injury.

c. Donations shall be credited at the donor's current regular hourly rate of pay. Donations shall be used to reimburse the state for all hardship leave costs for the donee.

d. Applicants for hardship leave shall apply in writing to the Union with a copy to the Agency, accompanied by the treating physician's written statement certifying that the prolonged illness or injury involved will continue for at least 45 days following a specified date upon which the employee is projected to exhaust all accumulated leave.

e. Upon determination that an employee's request satisfies "prolonged illness or injury" requirements, the employing Agency shall approve one leave totaling not more than 60 work days during one ninety-calendar day period during the contract terms. Approval shall be subject to availability of donations from Agency bargaining unit employees to cover all hardship leave costs. The Union shall initiate and collect donations on a form(s) the Agency provides. The Union will give the completed forms to the Agency in the same month the hardship leave begins.

f. Employee's on Workers' Compensation or parental leave shall not be eligible for hardship leave.

g. The terms of this Article shall be strictly enforced.

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

Section 32.9

An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to or from a different State Agency.

ARTICLE 33 - OTHER LEAVES

Section 33.1

Personal Leave. After completion of trial service, regular, permanent, full-time employees shall be entitled to sixteen (16) hours of personal leave with pay for each fiscal year. When it is anticipated that a part-time or seasonal employee will complete at least one-thousand-forty (1,040) hours during the forthcoming fiscal year, he/she shall be granted such leave with the sixteen (16) hours prorated according to the forecasted number of hours to be worked during the forthcoming fiscal year. Employees shall not accumulate more than sixteen (16) hours personal leave nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Agency and the employee.

Section 33.2

Pre-Retirement Counseling Leave. Each employee shall be granted up to 3-1/2 days leave with pay to pursue bona fide pre-retirement counseling programs if the employee is within five (5) years of the employee's chosen retirement date. Employees shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use.

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

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

Section 33.3

Election Leave. If an employee's work hours start less than one (1) hour after polls open and end less than an hour before the polls close, the employee shall be granted leave without pay of not more than two (2) hours on primary and general election days for the purpose of voting.

Section 33.4

Other Leaves of Absence With Pay. An employee shall be granted a leave of absence with pay for the following:

- a. Service with a Jury. The employee may keep any money paid by the court for serving on a jury.
- b. Appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.
- c. Taking part without pay in a search or rescue operation at the request of any law enforcement agency, the administrator of the Aeronautics Division, the United States Forest Service or any local organization for civil defense, for a period of no more than five (5) days for each operation.
- d. Any time proclaimed by the Governor as leave of absence with pay.
- e. Other authorized duties in connection with Agency business.

Section 33.5

Military Training Leave With Pay. 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. 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.

For purposes of this section, "training year" means the federal fiscal year for any particular unit of the National Guard or reserve component.

Section 33.6

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, reduction in salary will not be made for an FLSA exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full

workweeks. He/she shall, upon 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.

Section 33.7

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, reduction in salary will not be made for an FLSA exempt employee to testify in court or at a deposition except for full workweek increments where such testimony causes an absence of one (1) or more full workweeks.

Section 33.8

Leave of Absence Without Pay. In the instances where the work of an Agency will not be seriously handicapped by the temporary absence of an employee, the employee may be granted leave of absence without pay or educational leave without pay not to exceed one (1) year. Time spent on leave without pay which exceeds fifteen (15) consecutive days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on military leave consistent with Veteran Reemployment Rights Law Title 38, USC, Chapter 43.

Section 33.9

Parental Leave. The Agency will grant a leave of absence up to twelve (12) weeks to an eligible parent in the event of a birth or adoption. An employee may request and the Agency may grant additional leave without pay. During parental leave, the employee may use vacation or compensatory time off in any combination for the parental leave period.

Section 33.10

Test and Interview Leave. With written notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests or participate in interviews related to promotional opportunities within the Agency; up to three (3) hours with pay shall be allowed for an interview for a position with another state agency.

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

ARTICLE 34 - POSITION DESCRIPTIONS

Section 34.1

Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of Article 20 (Classification and Classification Changes).

The position description shall be subject to at least an annual review with the employee and any changes shall be developed by the employee and his/her supervisor. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the classification specification.

ARTICLE 35 - SALARY ADMINISTRATION

Section 35.1

Merit Salary Increase. Employees shall be eligible for a merit salary increase on their merit increase date following:

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

The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld. An employee may use the grievance procedure outlined in Article 13 if an annual merit increase is withheld.

Section 35.2

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

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

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

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

Section 35.3

Salary on Promotion. An employee shall be given an increase to no less than the next higher rate in the new salary range effective on the date of promotion.

Section 35.4

Salary on Lateral Transfer. An employee's salary shall remain the same when transferring from one position to another which has the same salary range.

Section 35.5

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

Section 35.6

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

ARTICLE 36 - OVERTIME

Section 36.1

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

work to any employee or to any group of employees.

Section 36.2

Employees shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for overtime worked under the following conditions, but in no event shall such compensation be received twice for the same hours:

- a. Employees on a regular work schedule shall receive overtime for all authorized work in excess of eight (8) hours on any scheduled eight (8) hour work day and all authorized work in excess of forty (40) hours in any one (1) work week.
- b. Full-time employees on an approved irregular work schedule of four (4) ten (10) hour days shall receive overtime for all authorized work in excess of ten (10) hours each day or in excess of the forty (40) hours in any one (1) work week.
- c. Full-time employees on an approved irregular work schedule of a five day combination of four nine hour days and one four hour day will receive overtime for all authorized work in excess of nine (9) hours each day or in excess of the forty (40) hours in any one (1) work week.
- d. Part-time employees, working a regular schedule, scheduled for less than eight (8) hours in a day or forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per week. Part-time employees, working an approved irregular schedule, scheduled for less than ten (10) or nine (9) hours in a day, depending on the irregular work schedule, or forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed ten (10) or nine (9) hours per day respectively or forty (40) hours per week.

Section 36.3

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

Section 36.4

Eligibility for Overtime Compensation

Employees in overtime eligible positions will receive time and one-half (1-1/2) their regular hourly rate unless a determination has been made that the position is executive, professional or administrative as defined in the Fair Labor Standards Act.

Employees in positions which have been determined to be executive, professional or administrative shall receive time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked. This time off shall be utilized within one (1) year of being earned or shall be lost.

Section 36.5

- a. For all employees except Distribution Division: Overtime assigned shall be distributed among qualified employees customarily performing the kind of work required. The assignment of overtime shall first be offered on a voluntary basis by classification to qualified employees in Agency seniority order by either field office or central office, whichever is appropriate. Where there are no volunteers to meet staffing needs, the Agency shall select and assign qualified employees to work the overtime beginning with the least senior qualified employee and rotating thereafter.
- b. For Distribution Division Employees: The Agency will first offer overtime on a voluntary basis to qualified employees in Agency seniority order within classification needed to perform the work. When there are insufficient volunteers to meet staffing needs, the Agency will assign qualified employees to work overtime beginning with the least senior qualified employee.

Section 36.6

The Agency shall give reasonable notice of any overtime to be worked.

Section 36.7

Employees shall have the option of cash or compensatory time off for overtime worked. The limit of accrual of compensatory time off shall be subject to Article 28 Scheduling of Compensatory Time Off. Overtime worked before the payroll cutoff date will be paid on the next regular payday. Overtime worked after the payroll cutoff date will be paid on the following payday after the next regular payday.

Section 36.8

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

Section 36.9

Effective the date the contract is signed, each time an employee, without reasonable prior notification, is assigned to and works two (2) or more hours of overtime immediately at the end of his/her regular shift and completes the scheduled overtime shift, he/she shall be paid a meal allowance of nine dollars (\$9.00). Reasonable prior notification means that the Agency has formally notified the employee at least twenty-four (24) hours before the start of the overtime that the employee will be assigned to that overtime. Required prior notification means forty-eight (48) hours during September, October, November, and December for Liquor Distributor Workers 1 and 2 and Liquor Distributor Equipment Operators. This provision shall not apply to employees on travel status.

ARTICLE 37 - SHIFT DIFFERENTIAL

Section 37.1

The agency will pay a shift differential to an employee who occupies a position allocated at salary range 26 or below as follows:

- a. A flat six dollars (\$6.00) for full shifts starting at or after 4:00 pm (prorated for less than full shifts);
- b. Fifty cents (.50) per hour for each hour major portion thereof worked on a Saturday and/or Sunday unless the shift starts at or after 4:00 pm, then the employee receives a flat six dollars (\$6.00).
- c. Fifty cents (.50) per hour for each hour or major portion thereof worked after 6:00 pm when the employee's shift starts at or after 11:00 am but before 4:00 pm.

Section 37.2

This Article shall not apply when an employee is on any paid leave condition.

Section 37.3

This Article shall not apply when an employee is on on-call duty.

Section 37.4

Shift Differential rate of pay shall not be pyramided when the employee is working authorized overtime and/or holiday work.

ARTICLE 38 - LANGUAGE 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 39 - ON CALL

Section 39.1

An employee shall be on call when his/her supervisor:

- a. Authorizes and requires the employee to be available for work outside his/her normal work hours. However, the employee is not subject to restrictions which would prevent the employee from using their own time while on on-call for the employee's own purposes as provided by the Fair Labor Standards Act and Department of Labor regulations on this subject.
- b. Requires the employee to give a telephone number where the Agency can reach him/her during a specified time or to wear an electronic pager, and
- c. Requires that the employee be prepared to report immediately for full-time work if the need arises.

Section 39.2

On call time shall not be counted as time worked in the computation of overtime compensation.

Section 39.3

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

Section 39.4

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

ARTICLE 40 - CALL BACK COMPENSATION

Section 40.1

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

Section 40.2

An employee who is called back to work outside his/her scheduled work shift shall be compensated a minimum of three (3) hours at the time and one-half rate or the actual hours worked at time and one-half (1 ½) whichever is greater.

ARTICLE 41 - EMERGENCY MESSAGE PROCEDURE

Emergency messages received by the Agency shall be delivered as soon as possible to the employee. The employee shall be immediately granted access to a telephone to inquire into the status of the emergency.

ARTICLE 42 - HEALTH AND WELFARE

Section 42.1

An employer contribution will be made for each eligible employees 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.

Section 42.2

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 42.3

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 42.4

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 employee for health and dental insurance, regardless of tier or plan choice. These subsidies are based on a PEBB estimated composite rate of \$580.00 statewide.

Section 42.5

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

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

ARTICLE 43 - WORKERS COMPENSATION

Section 43.1

An employee who sustained a compensable injury shall be reinstated to his/her former employment or employment of the employee's choice within the Agency, which the Agency has determined is available and suitable, upon demand for such reinstatement, provided that the employee is not disabled from the performing of the duties of such employment.

Section 43.2

Upon initial return from the on-the-job-injury, certification by the attending physician that the physician approves the employee's return to this regular employment shall be prima facie evidence that the employee should be able to perform such duties.

Section 43.3

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

ARTICLE 44 - UNIFORMS

If an employee is required by the Agency to wear a uniform or protective clothing, the Agency shall provide and maintain it. Where a uniform or protective clothing is provided, the employee must wear it.

ARTICLE 45 - TRAVEL AND MILEAGE ALLOWANCE

Section 45.1

Travel and Mileage Allowance. Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00 PO, and its successors. A copy of the Oregon Accounting Manual Policy No. 40.10.00 PO, as of September 5, 2001, is attached as Attachment #1. The current policy may be accessed at <http://scd.das.state.or.us/oam/scdpolicy/401000executive.htm>. Changes in this policy will be automatically incorporated into this contract article.

Section 45.2

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

ARTICLE 46 - LABOR MANAGEMENT COMMITTEE

The Agency has a labor management committee to facilitate communication and problem-solving using the interest-based problem solving method to reach consensus. The committee will have three (3) employee members appointed by the Union and three (3) management employees, unless the committee mutually agrees otherwise. The committee will meet when necessary, but at least once each calendar quarter, unless it mutually agrees otherwise.

Committee members will be in pay status during the time spent in committee meetings. Approved time spent in meetings will not be charged to accrued leave or considered overtime worked.

All committee members will be trained in the interest based problem solving method. The Union will pay any costs of the training for bargaining unit employees who will be in pay status during the training.

The committee has no authority to contravene any provision of this Collective Bargaining Agreement, enter into any agreements binding on the parties to this Agreement, or resolve issues or disputes surrounding the implementation of this Agreement. Only the Department of Administrative Services, Labor Relations Division, AFSCME Council 75 and AFSCME Local 2505 have this authority and only by mutual consent.

The committee actions do not affect the grievance and arbitration procedure described in Article 13, Grievance Procedure.

ARTICLE 47 - PARKING

If there are any changes in parking rates for employees at any State owned or operated parking facility, the Employer shall provide the opportunity for the Union to offer input in the determination of such rates. The Union will be afforded the opportunity to offer suggestions, make recommendations and introduce any data deemed appropriate.

ARTICLE 48- SALARIES

Section 48.1 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 will be increased by three percent (3%).

(Participating bargaining unit members is not intended to include anyone red-circled.)

Section 48.2

The Employer shall continue to "pick up", assume, 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.

The full amount of required employee contributions "picked up" or paid by the Employer on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 238.005(11) for purposes of computing an employee member's "final average salary" within the meaning of ORS 238.005(15) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such Employer "picked up" or paid employee contributions shall be credited to employee accounts and shall be considered to be employee contributions for the purposes of ORS 238.005 to 238.750.

If, by reason of a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction, the Employer must discontinue the 6% "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 48.3

Compensation Plan Squaring. Effective September 1, 2001, the steps of the compensation plans for OLCC will be adjusted. Individual employees shall remain at their current steps and maintain

their current salary eligibility dates.

Section 48.4

Selective Salary Adjustments. Effective October 1, 2001, the following classification shall be adjusted as indicated below:

Class:	Old SR	New SR
2112 Public Info Rep 2	SR 25	SR 27

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 1, 2001 and a new eligibility date of October 1, 2002 will be assigned.

Section 48.5

Administrative Classification Study. The parties shall enter into interim central table negotiations to establish the terms for implementing the administrative classification study.

ARTICLE 49 - NEW AND REVISED CLASSES

Section 49.1

Implementation Procedures - *Selective Salary Adjustment and Implementation of New and Revised Classifications.* When specific classifications are selectively raised to new salary ranges (or off-ranges) or salary steps are selectively added to or deleted from salary ranges (or off ranges), employees' salary rates and salary review dates will be adjusted as follows:

- a. If an employee's salary rate falls below the first step of the approved new (or modified) range, the salary rate will be advanced to the first step of the new (or modified) range and the employee's salary review date will be retained.
- b. If an employee's salary rate falls within the new (or modified) range, the employee's rate and salary review date will be retained.
- c. If an employee is at the maximum of the old salary range but would have the additional higher rate available in the new (or modified) range, the salary rate will be retained and a salary review date of one (1) year will be established.
- d. If an employee's old rate falls within a higher new (or modified) range but that rate falls between steps, the employee's rate will be adjusted to the next higher step in the new range and the previous salary review date will be retained, unless the rate is the maximum of the new (or modified) range.
- e. Except in instances of implementation of new or revised classifications or classifications series when a classification is selectively reduced to a lower, new (or modified) range and the salary rate falls above the maximum step of the new (or modified) range, the employee's previous rate shall be retained during such period of time that the rate is above the top step of the new salary range.
- f. In those instances where the duties of the position and incumbent are not reduced but

are determined to be appropriately described by a new or revised classification specification at a lower salary level, as a direct result of the establishment of new classification specifications or revisions in the description of duties, responsibilities or authorities in existing specifications, the position will be correctly allocated but the incumbent will continue to be allocated to the existing higher classification during that period in which he/she is appointed to the position and retains the same set of duties, responsibilities and authorities. The incumbent will continue to receive salary adjustments applicable to the employee classification for the period of incumbency and the employee's rate and salary review date will be retained.

Section 49.2

Implementation Procedures - Selective Salary Adjustment and Implementation of New and Revised Classifications. When specific classifications are selectively raised to new salary ranges, or salary steps are selectively added to or deleted from salary ranges, employees' salary rates and salary eligibility dates shall be adjusted as follows:

- a. If an employee's salary rate falls below the first step of the new or modified range, the employee's salary rate shall be advanced to the first step of the new or modified range and the salary eligibility date shall be retained.
- b. If an employee's salary rate is on-step within the new or modified range, the employee's rate and salary eligibility date shall be retained.
- c. If an employee is at the maximum of the old salary range, but would have an additional higher rate available in the new or modified range, a salary rate and eligibility date shall be established as follows:
 - (1) If the employee has been at the maximum of the current salary range for a period of one (1) year or more, a salary eligibility date of the date of implementation shall be established.
 - (2) If the employee has been at the maximum of the current salary range for a period of less than one (1) year, a salary eligibility date of one (1) year from the most recent salary eligibility date shall be established. In effect, the employee shall retain the former eligibility date.
- d. If an employee's old rate falls within a higher new or modified range, but that rate falls between steps, the employee's rate shall be adjusted to the next higher step in the new range and the salary eligibility date shall be established as follows:
 - (1) If the employee was at the maximum of the old salary range, follow procedures set forth in Subsection c. above.
 - (2) If the employee was not at the maximum rate of the old salary range, the employee's previous salary eligibility date shall be retained, unless the new rate is the maximum of the new or modified range.
- e. Except in instances of implementation of new or revised classifications when a classification is selectively reduced to a lower new or modified range and the employee's salary rate falls above the maximum step of the new or modified range, the employee's previous rate shall be retained during such period of time that the rate is above the top step of the new salary range. The employee shall not be eligible for additional salary increases until the top step of the new salary range equals or exceeds the employee's rate, at which time the employee's rate shall be adjusted to the new top step. (Red-Circle Procedure.)
- f. In those instances where the duties of the position and incumbent are not reduced but are determined to be appropriately described by a new or revised classification specification at

a lower salary level, as a direct result of the establishment of new classification specifications or revisions in the description of duties, responsibilities or authorities in existing specifications, the position will be correctly allocated but the incumbent will continue to be allocated to the existing higher classification during that period in which he/she is appointed to the position and retains the same set of duties, responsibilities and authorities. The incumbent will continue to receive salary adjustments applicable to the employee classification for the period of incumbency and the employee's salary rate and salary review date will be retained.

Section 49.3

Implementation of New Class - Appeals Process. The appeals process is designed to allocate employees into new classes. Employees in positions allocated to new classifications, who dispute their placement within the new class, can appeal their placement using the following process:

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 50 - STRIKES, LOCKOUTS AND PICKET LINES

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

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

ARTICLE 51 - LEGISLATIVE ACTION

Section 51.1

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

Section 51.2

Upon signing 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.

Section 51.3

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Sections, then the Employer and Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided by Article 52 (Savings).

ARTICLE 52 - SAVINGS

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 immediately 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 provision of Article 51 (Legislative Action) shall not apply.

ARTICLE 53 - SUCCESSOR NEGOTIATIONS

Section 53.1

For purposes of renewing, renegotiating, or amending at the expiration of the existing contract, negotiations shall begin at least one-hundred-eighty (180) days prior to the expiration date of the Agreement.

Section 53.2

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

Section 53.3

Five (5) employee members of the Union's negotiating team will be allowed to participate, without loss of pay, in all negotiations between the parties. No more than two (2) employee members may be from the same office or duty station. The Agency shall assume no overtime obligation as a result of the employees' attendance at such meetings. The Agency will allow the use of one state vehicle and 30 hours of paid travel time for Union negotiating team members.

ARTICLE 54 - AGENCY REASSIGNMENT

The Agency shall not reassign an employee to a different official station on an arbitrary basis.

ARTICLE 55 - CLIENT COMPLAINT PROCEDURE

Section 55.1

When the Agency receives a written complaint against an employee of an alleged criminal law violation, the Agency shall refer the matter to a law enforcement or criminal justice agency. The employee will not be informed in advance of the referral. If the law enforcement agency or criminal justice agency refers the matter back to the Agency, the employee shall be notified.

Section 55.2

When the Agency receives a non-criminal complaint against an employee which concerns a violation of rules, policies or procedures, an investigation may be made. The employee shall be informed in writing of a complaint prior to a formal investigation. The Agency shall give written notification to the employee of the results of any investigation.

Section 55.3

Any disciplinary action taken by the Agency shall be consistent with Article 12 (Discipline/ Discharge).

Section 55.4

If the Agency chooses to remove the accused employee from his/her work assignment during the investigation, the employee may be assigned other duties not related to his/her normal work assignment.

ARTICLE 56 - JOB SHARING

Section 56.1

Any employee who wishes to participate in job sharing may submit a written request to the Agency Personnel Officer to be considered for a job share position. The Agency shall notify the employee requesting the job share of the Agency's decision in writing.

Section 56.2

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

Section 56.3

Job sharing employees shall be entitled to share the full Employer paid insurance benefits for one (1) full time position based on a pro rate of regular hours scheduled per week or per month whatever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full time employee.

Section 56.4

For purposes of layoff, individuals filling a job share position which totals a full time equivalent shall be considered as one (1) full time equivalent. Service credits shall be determined by averaging the two individual scores and two individuals shall be treated as one (1). Regular status employees who are filling a job sharing position and who elect not to be treated as one (1) full time equivalent shall be considered permanent part-time employees.

Section 56.5

If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns or otherwise is separated from Agency service, the Agency has the right to determine if job sharing is still appropriate for the position. If the Agency determines that job sharing is not appropriate for the position or the Agency is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full time basis. Upon approval of the Agency, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote. If the above conditions are not available or acceptable, the employee agrees to resign.

ARTICLE 57 - PHYSICAL ABUSE OF EMPLOYEES

Section 57.1

- a. When an employee is confronted with physical abuse from a client, the employee shall immediately notify his/her supervisor verbally and within forty-eight (48) hours provide a written report. In the absence of the supervisor, the incident shall be reported to the assistant director of the appropriate division.
- b. If appropriate, the supervisor shall take action as soon as possible after determining if, and what assistance is appropriate.

Section 57.2

The employee shall not be disciplined solely for having reported an incident.

ARTICLE 58 - REIMBURSEMENT FOR PERSONAL PROPERTY

Section 58.1

Any employee who suffers an accident in the performance of authorized job duties resulting in loss through damage of personal affects usually and ordinarily on his/her person while on the job may file a written claim to the Division Director which shall include the following:

- a. The employee presents a complete written report of the circumstances of the loss

through damage;

- b. The employee certifies that such damage is not because of fault, intent or negligence on the part of the employee;
- c. The employee presents written proof of value;
- d. The employee certifies that replacement or repair of the property is not reimbursable through either public or private insurance coverage.

Section 58.2

The claim shall be investigated by the Division Director or designated representative to substantiate or disprove the facts indicated on the claim.

The Division Director or designated representative shall approve or disapprove payment based on the investigation conducted. The Division Director or designated representative shall notify the employee of the results of the investigations. Where a claim is denied, the reasons for such denial shall be provided to the employee.

The claim shall be limited to the actual cost as substantiated by receipts for replacement or repair of the damage.

Section 58.3

No claim for loss shall be accepted by the Agency for special or unusual equipment, property or clothing which was not previously approved for use by the Agency in writing.

Section 58.4

In cases of theft of personal property of employees for reasons other than specified in Section 1 of this Article, the Agency will notify the local police if the employee requests.

ARTICLE 59 - STATE PROPERTY

Each employee shall make every reasonable effort to report any breakage, damage or theft of State property to his/her assigned supervisor.

ARTICLE 60 - VEHICLES

Commission vehicles will be parked nightly on State facilities except when:

- a. An employee is not able to return the State vehicle to its official garage because of a late return from business activities.
- b. An employee leaves before or arrives after normal work hours and can reduce the amount of state paid travel time by parking a state car at the employee's home.
- c. A garaging exemption has been authorized:
 - (1) When a regular work assignment requires personnel availability during non-business hours for frequent, unscheduled or emergency state business.
 - (2) In other circumstances where home garaging will clearly reduce the Commission's direct cost. (For example, theft, vandalism, etc.).

ARTICLE 61 - RECOUPMENT OF WAGE/BENEFIT OVER/UNDERPAYMENTS

Section 61.1

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 61.2

Underpayments.

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

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

ARTICLE 62 - TERM OF AGREEMENT

This Agreement will be effective upon its execution and, except as amended or modified, will remain in full force and effect until June 30, 2003.

LETTER OF AGREEMENT #1

The agency will notify the Union of bids on proposals approved by the Administrator which might lead to contracting out and displacement of bargaining unit members.

The agency will provide the Union with timely notice of personal services contracts.

LETTER OF AGREEMENT #2

It is understood that the employer currently first deducts sick leave last earned when sick leave is utilized by an employee. If any final court decision does not preserve sick leave earned before January 1, 1995, for retirement purposes under PERS, this LOA is null and void.

Signed this 24th day of October, 2001, at Salem/Portland, Oregon

FOR THE EMPLOYER

FOR THE UNION

Mike Greenfield, Director
Department of Administrative Services

Mary Smith, President
AFSCME Local 2505

Dan Kennedy, Administrator
Human Resource Services Division

Larry Jacobson, Vice President
AFSCME Local 2505

Pamela S. Erickson, Administrator
Oregon Liquor Control Commission

Gabriella Downey, Council Rep.
AFSCME Council 75

Michael Halpern, Sr. Labor Relations Mgr.
HRSD, Labor Relations Unit

R. Jason Dunham, Chief Steward
AFSCME Local 2505

Carole Cooke
Oregon Liquor Control Commission

Judy Langdon, Treasurer
AFSCME Local 2505

Linda Ignowski
Oregon Liquor Control Commission

Katie Hilton
AFSCME Local 2505

Merle Lindsey
Oregon Liquor Control Commission

Jack Robey
AFSCME Local 2505

APPENDIX A – OFFICIAL GRIEVANCE FORM

OFFICIAL GRIEVANCE FORM

Employee _____ Division _____

Classification _____ Work Location _____

Immediate Supervisor _____

What happened? Describe the incident(s) which gave rise to alleged violation of the Agreement.

Who was involved? Give names and titles (include witnesses):

When did this occur? Give time, date and place:

Where did it occur? Specific locations:

What articles/sections of the Agreement were violated? Why do you think there is a violation of the Agreement?

What adjustment is requested?

Additional Comments:

I authorize AFSCME Local 2505 as my representative to act for me in the disposition of this grievance.

Employee Signature _____ **Date:** _____

AFSCME Local 2505 Representative Signature: _____ **Title:** _____

Received by: _____ **(Management Representative) On:** _____

(Use reverse side or additional pages, if needed)

APPENDIX B – COMPENSATION PLAN

July 1, 2001

<u>CLASS NUMBER</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE</u>
0102	Office Assistant 2	09
0103	Office Specialist 1	12C
0104	Office Specialist 2	15C
0107	Admin. Specialist 1	17
0108	Admin. Specialist 2	19
0210	Accounting Tech 1	13
0211	Accounting Tech 2	17
0212	Accounting Tech 3	19
0323	Pub. Service Rep. 3	15
0501	Data Entry Operator	09
0531	Word Processing Tech 2	13
0707	Property Spec. 3	16
0776	Parts Supply Specialist 2	15
0801	Office Coordinator	15
0812	Program Tech. 1	23
0813	Program Tech. 2	27
0816	Program Rep. 1	21
0817	Program Rep. 2	26
1118	Research Analyst 4	29
1142	Budget Analyst	26
1181	Mgmt. Analyst 2	23
1205	Fiscal Coord. 1	23
1207	Fiscal Coord. 2	27
1215	Accountant 1	21
1216	Accountant 2	23
1217	Accountant 3	27
1218	Accountant 4	30
1332	Training Specialist	26
1481	Info Systems Specialist 1	17I
1482	Info Systems Specialist 2	21I
1483	Info Systems Specialist 3	24I
1484	Info Systems Specialist 4	25I
1485	Info Systems Specialist 5	28I
1486	Info Systems Specialist 6	29I
1487	Info Systems Specialist 7	31I
1488	Info Systems Specialist 8	33I
1517	Liquor Control Commission Hrgs. Officer	30
1531	Hearings Officer 2	29
2110	Public Info. Asst.	17
2111	Public Info. Rep. 1	21
2112	Public Info. Rep. 2	25

<u>CLASS NUMBER</u>	<u>CLASS TITLE</u>	<u>SALARY RANGE</u>
4101	Custodian	08
4103	Custodial Services Coordinator	13
4110	Ground Maintenance Worker 2	14
4120	Trades Maintenance Worker 1	13
4121	Trades Maintenance Worker 2	16
4123	Trades Maintenance Coordinator	17T
4137	Liquor Distribution Worker 1	15
4138	Liquor Distribution Worker 2	17
4139	Liquor Distribution Equip. Oper.	16
4207	Carpenter	18T
4213	Electrician	19T
4249	Mechanical Systems Tech.	20
4409	General Maintenance Mech.	17T
4421	Equipment Operator 2	15
5641	Fiscal Auditor 1	23
5642	Fiscal Auditor 2	26
5651	Revenue Auditor 2	20
5721	Liquor License Investigator	24
5722	Liquor Control Inspector	24
5723	Liquor Regulatory Specialist	24
5725	Liquor Regulatory Coordinator	25

Salary Range Codes:

- “C” Eight-step off-range clerical class salary range for agencies in Portland.
- “I” Eight-step off-range information systems class salary range.
- “T” Four-step off-range salary range primarily used for skilled trades classes

APPENDIX C – SALARY SCHEDULES

SALARY SCHEDULE								
9/1/01								
RANGE	1	2	3	4	5	6	7	8
07	1223	1282	1361	1427	1496	1562	1625	1701
08	1282	1361	1427	1496	1562	1625	1701	1773
09	1361	1427	1496	1562	1625	1701	1773	1854
10	1427	1496	1562	1625	1701	1773	1854	1938
11	1496	1562	1625	1701	1773	1854	1938	2014
13	1625	1701	1773	1854	1938	2014	2108	2209
14	1701	1773	1854	1938	2014	2108	2209	2314
15	1773	1854	1938	2014	2108	2209	2314	2422
16	1854	1938	2014	2108	2209	2314	2422	2535
17	1938	2014	2108	2209	2314	2422	2535	2658
19	2108	2209	2314	2422	2535	2658	2785	2915
20	2209	2314	2422	2535	2658	2785	2915	3055
21	2314	2422	2535	2658	2785	2915	3055	3207
23	2535	2658	2785	2915	3055	3207	3360	3521
24	2658	2785	2915	3055	3207	3360	3521	3690
25	2785	2915	3055	3207	3360	3521	3690	3870
26	2915	3055	3207	3360	3521	3690	3870	4060
27	3055	3207	3360	3521	3690	3870	4060	4261
29	3360	3521	3690	3870	4060	4261	4465	4684
30	3521	3690	3870	4060	4261	4465	4684	4910
12C	1594	1663	1737	1814	1896	1976	2061	2159
15C	1814	1896	1976	2061	2159	2262	2368	2479
17T					2368	2478	2597	2721
18T					2478	2597	2722	2850
19T					2596	2722	2850	2985
17I	2003	2096	2193	2294	2402	2515	2634	2756
21I	2340	2450	2566	2685	2810	2942	3080	3224
24I	2681	2804	2937	3075	3218	3370	3528	3694
25I	2905	3042	3186	3334	3491	3654	3826	4006
28I	3245	3397	3558	3723	3899	4082	4274	4475
29I	3470	3634	3803	3982	4170	4367	4572	4787
31I	3843	4023	4212	4410	4618	4834	5064	5301
33I	4186	4383	4590	4805	5033	5270	5517	5779

SALARY SCHEDULE

1/1/02*

RANGE	1	2	3	4	5	6	7	8
07	1263	1322	1401	1467	1536	1602	1665	1741
08	1322	1401	1467	1536	1602	1665	1741	1813
09	1401	1467	1536	1602	1665	1741	1813	1894
10	1467	1536	1602	1665	1741	1813	1894	1978
11	1536	1602	1665	1741	1813	1894	1978	2054
13	1665	1741	1813	1894	1978	2054	2150	2253
14	1741	1813	1894	1978	2054	2150	2253	2360
15	1813	1894	1978	2054	2150	2253	2360	2470
16	1894	1978	2054	2150	2253	2360	2470	2586
17	1978	2054	2150	2253	2360	2470	2586	2711
19	2150	2253	2360	2470	2586	2711	2841	2973
20	2253	2360	2470	2586	2711	2841	2973	3116
21	2360	2470	2586	2711	2841	2973	3116	3271
23	2586	2711	2841	2973	3116	3271	3427	3591
24	2711	2841	2973	3116	3271	3427	3591	3764
25	2841	2973	3116	3271	3427	3591	3764	3947
26	2973	3116	3271	3427	3591	3764	3947	4141
27	3116	3271	3427	3591	3764	3947	4141	4346
29	3427	3591	3764	3947	4141	4346	4554	4778
30	3591	3764	3947	4141	4346	4554	4778	5008
12C	1634	1703	1777	1854	1936	2016	2102	2202
15C	1854	1936	2016	2102	2202	2307	2415	2529
17T					2415	2528	2649	2775
18T					2528	2649	2775	2907
19T					2649	2775	2907	3045
17I	2043	2138	2237	2340	2450	2565	2687	2811
21I	2387	2499	2617	2739	2866	3001	3142	3288
24I	2735	2860	2996	3137	3282	3437	3599	3768
25I	2963	3103	3250	3401	3561	3727	3903	4086
28I	3310	3465	3629	3797	3977	4164	4359	4565
29I	3539	3707	3879	4062	4253	4454	4663	4883
31I	3920	4103	4296	4498	4710	4931	5165	5407
33I	4270	4471	4682	4901	5134	5375	5627	5895

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

SALARY SCHEDULE

2/1/03*

RANGE	1	2	3	4	5	6	7	8
07	1301	1362	1443	1511	1582	1650	1715	1793
08	1362	1443	1511	1582	1650	1715	1793	1867
09	1443	1511	1582	1650	1715	1793	1867	1951
10	1511	1582	1650	1715	1793	1867	1951	2037
11	1582	1650	1715	1793	1867	1951	2037	2116
13	1715	1793	1867	1951	2037	2116	2215	2321
14	1793	1867	1951	2037	2116	2215	2321	2431
15	1867	1951	2037	2116	2215	2321	2431	2545
16	1951	2037	2116	2215	2321	2431	2545	2663
17	2037	2116	2215	2321	2431	2545	2663	2792
19	2215	2321	2431	2545	2663	2792	2926	3062
20	2321	2431	2545	2663	2792	2926	3062	3210
21	2431	2545	2663	2792	2926	3062	3210	3369
23	2663	2792	2926	3062	3210	3369	3530	3699
24	2792	2926	3062	3210	3369	3530	3699	3877
25	2926	3062	3210	3369	3530	3699	3877	4066
26	3062	3210	3369	3530	3699	3877	4066	4265
27	3210	3369	3530	3699	3877	4066	4265	4477
29	3530	3699	3877	4066	4265	4477	4691	4921
30	3699	3877	4066	4265	4477	4691	4921	5158
12C	1683	1754	1830	1910	1994	2076	2165	2268
15C	1910	1994	2076	2165	2268	2376	2488	2604
17T					2488	2603	2728	2859
18T					2603	2728	2859	2994
19T					2728	2859	2994	3136
17I	2104	2202	2304	2410	2524	2642	2767	2895
21I	2458	2574	2696	2821	2952	3091	3236	3387
24I	2817	2946	3086	3231	3381	3541	3707	3881
25I	3052	3196	3347	3503	3668	3839	4020	4209
28I	3409	3569	3738	3911	4096	4289	4490	4701
29I	3646	3818	3995	4183	4381	4588	4803	5029
31I	4037	4227	4425	4633	4852	5079	5320	5569
33I	4398	4605	4822	5048	5288	5537	5796	6071

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

ATTACHMENT #1

OREGON ACCOUNTING MANUAL		Number 40.10.00.PO
Oregon Department of Administrative Services State Controller's Division	Policy	Effective Date September 5, 2001 *
Chapter	Travel	.1 OF .10
Part	General Business Travel Expense Rules	
Section	Executive, Management, Non Represented, SEIU/OPEU Represented Employees and AFSCME Represented Employees at DPSST, OSP Support Unit, Building Codes Division of DCBS, OLCC, DLCD, DOC Non Security, DEQ, OMD, Physicians at MHDDSD, OSH Nurses, CCB, REA, DOJ (OAJA), and Employment Department	Approval

* Effective date for AFSCME units depends on contract ratification date.

Authority ORS Chapter 291
 ORS 292.220
 ORS 292.230
 ORS 292.250
 ORS 292.495
 ORS 292.280 thru 292.288
 ORS 240.250
 ORS 243.650
 ORS 244.040

Summary

- .101 General Provisions
- .108 Provisions for Elected Officials and Members of Boards and Commissions
- .109 Provisions for Authorized NonState Individuals
- .110 Adjustments to Per Diems
- .112 Transportation Expenses
- .117 Travel Expenses Paid By Outside Entity
- .119 Receipt Requirements
- .121 Travel Expense Detail Sheet
- .122 Travel Advances
- .123 Travel Awards
- .124 Overpayments
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Appendix A: Per Diem and Mileage Rates
 Appendix B: Schedule of Lodging and Meal Per Diems
 Appendix C: Oregon Mileage Chart

General Provisions

.101 **PURPOSE OF POLICY** The purpose of this policy is to provide guidelines to state agencies for payment of travel expenses in an efficient, cost-effective manner resulting in the best value for the state. Telecommunication instead of travel should be considered when possible. Agencies shall limit the number of officers and employees attending the same out-of-state business meeting, and, to the extent possible, develop information sharing for reporting and other aspects that have benefits to more than one person and/or agency. Each agency is charged with the responsibility for determining the necessity, available resources, and justification for the need for and the method of travel. Agencies must be in compliance with ORS 292.230 regarding out-of-state travel. Agency heads are required to approve out-of-state travel or delegate out-of-state travel approval authority in writing to appropriate subordinates. It is recommended that agencies consider pre-approval of out-of-state travel as an internal control requirement. Agency heads are required to obtain out-of-state travel approval from the Office of the Director, Department of Administrative Services prior to out-of-state travel. For agency heads not directly appointed by the Governor or who report to boards and commissions, the review is to assure compliance with DAS rules. Requests for approval should be submitted to the Office of the Director, Department of Administrative Services, electronically, using the Online Travel Request System, <http://pub.das.state.or.us/travel/>. Agency heads may delegate in writing, authority to a subordinate employee, administrative assistant or other person to process transactions through the Online Travel Request System. Such delegation does not relieve the agency head of the accountability for the contents of the request.

State agencies must comply with all provisions of this statewide policy. Periodically, the Department of Administrative Services may perform a review of the agency's travel records to ensure compliance with all aspects of this travel policy. The Department of Administrative Services may implement appropriate and progressive sanctions for misuse. All travel claims are subject to detailed audit by the Secretary of State Audits Division. All state employees must comply fully with requests for records and documentation supporting all travel expense reimbursement claims.

Public employees may be liable under ORS 291.990 and 294.100 for improper use of state funds. Public employees who order, authorize or cause to be made any expenditure in violation of state statutes, rules, policies or procedures can be subject to fines and penalties and be held personally financially liable for inappropriate expenditures. Employees may be held financially accountable for their policy infractions in accordance with **OAM 10 40 00 PO**, .109 through .112.

State employees choosing to use a personal credit card rather than obtaining the state travel card to pay for state travel expenses must adhere to the Oregon Government Standards and Practices Commission's Advisory Opinion 01A-1006. This opinion states that using a personal credit card that offers incentives such as cash rebates, frequent flyer miles or other benefits based upon the dollar amount of purchases made, violates ORS 244.040(1)(a) which prevents public officials from using their position or office to obtain personal financial gain.

The State Travel Policy has been developed with the Internal Revenue Service Regulations (Publication 535) as its primary payment framework. The travel payment methodology used throughout this policy is defined as an accountable plan. By definition, an accountable plan assumes the following IRS criteria have been met:

- All expenses were incurred while on official state business
- Expenses must be adequately accounted for in a reasonable timeframe

- All excess payments or advances must be returned in a reasonable timeframe

The primary basis for payment of travel related expense is a per diem (See Appendix A). Receipts are required for lodging. Lodging taxes are reimbursed over and above the per diem rates. If the employee is reimbursed for a lodging rate above the per diem, receipts are required along with a written explanation justifying the exception.

All other travel related expenses are reimbursed based on the actual amount of expense incurred by the employee. Receipts are required for all travel expenses greater than \$25. This policy does not necessarily ensure state employees have tort, liability and workers compensation coverages.

Employee salary/wage issues associated with travel status are not addressed in this policy.

- .102 **POLICY EXCEPTIONS** Travel Policy exceptions may be made by the agency head for his or her subordinates on a case by case basis to meet agency business needs. Agencies must ensure that sufficient written documentation exists on policy departures and signed by the agency head. Approvals for case by case policy departures made for agency heads or permanent policy departures must be requested and approved in writing by the State Controller's Division. Agency heads are not permitted to approve policy exceptions for themselves. Agency heads are required to obtain approval for policy departures from their immediate supervisor.

For personnel with disabilities, the agency has authority to provide reasonable accommodations during travel on official state business. Decisions regarding specific situations not addressed by this policy shall be made and be documented by the agency.

If exceptions are made to this policy, agencies have the responsibility to assess the tax liabilities to the employee and process accordingly.

NO EXCEPTIONS can be made to the following:

- All air travel will be coach class
- No payment may be made in excess of meal and lodging per diems other than those provided in .110.
- No vehicle mileage may be paid in excess of the prevailing federal rate.

- .103 **APPLICABILITY** This policy applies to state executive, management service, SEIU/OPEU represented, AFSCME represented employees at DPSST (effective 9/5/01), OSP Support Unit (effective 10/11/01), Building Codes Division of DCBS (effective 9/7/01), OLCC (effective 9/27/01), DLCD (effective 9/12/01), DOC Non Security (effective 10/6/01), DEQ (effective 9/18/01), OMD (effective 10/01/01), Physicians at MHDDSD (effective 9/5/01), OSH Nurses (effective 10/10/01), CCB (effective 9/17/01), REA (effective 9/17/01), DOJ (OAJA) (effective 10/11/01) and Employment Department (effective 5/7/01), unrepresented employees, elected officials, members of boards and commissions and authorized nonstate individuals traveling on official state business.

- .104 **PERSONAL EXPENSES** Reimbursement of personal expenses shall not be authorized for payment at any time.

- .105 **PERSONAL TELEPHONE CALLS** Personal telephone calls to immediate family members or significant others to confirm the traveler's well being while on travel status are allowed. Employees shall be reimbursed for one phone call home on the first day of travel and every other day for a five to ten minute call. When authorized by the agency, employees will be

provided access to state phone cards or state phone card numbers. When state phone cards are not available or the employee does not charge the call to his/her hotel room, employees shall provide receipts. Personal telephone bills reflecting the eligible calls made during travel status can serve as a receipt.

- .106 AGENCY PAID EXPENSES Every state agency shall try to pre-arrange official state business meetings and have the costs paid directly by the agency when practical. Travel related expenditures or accommodations, paid by or provided by the agency shall not be paid or reimbursed to the employee.
- .107 TRAVEL STATUS An individual is on travel status from the time they start from and return to their official workstation. The official workstation is the physical location an employee is permanently assigned to. Examples of physical location are a desk, cubicle, office building or personal residence.

With the approval of the agency director or designee, the employee may leave from and/or return to the place of residence or other specified location.

Provisions for Elected Officials and Members of Boards and Commissions

- .108 Elected officials are encouraged to use state per diems for meals and lodging, but may opt to claim reimbursement for actual and necessary travel expenses incurred in the performance of official state duties. Except as otherwise provided by law, members of state boards and commissions (including those individuals employed in full-time public service) may receive reimbursement for actual and necessary travel expenses incurred in the performance of official state duties. Gratuities up to 15% of actual meal costs are permissible if reasonable and necessary for the conduct of state business and need to be documented on the receipt. This is in addition to any per diem compensation that may be provided by statute that is not intended as a travel reimbursement. This special provision applies to both in-state and out-of-state travel and is in addition to all other applicable provisions of this policy.

Provisions for Authorized Nonstate Individuals

- .109 Agencies may authorize payment, either directly or indirectly for costs of meals, lodging and transportation for authorized nonstate individuals. Payments for travel expenses must be authorized in advance in writing. Examples of nonstate individuals are a member of a state advisory committee, an agency volunteer, a job applicant, or a student traveling on official state business.

Amount of Payment. Authorized non-state individuals are usually paid based on per diem rates, but in unusual circumstances the agency may reimburse actual and necessary expenses. All reimbursements for expenses will require receipts.

Personal Service Contractors. If an agency chooses to reimburse travel expenses as part of the compensation to a personal service contractor, there must be a provision in the personal service contract establishing rates for travel reimbursement, provided the authorized travel occurs. Requirements of this policy, or more stringent agency requirements must govern any travel reimbursements to personal service contractors. See Oregon Administrative Rules on Personal Service Contracting, Chapter 125.

Adjustments to Per Diems

.110 The following will cause an adjustment to the daily allowable per diems:

- a. When meals are provided to personnel attending an official state business meeting and the cost of the meal is included in the fee, per diem shall be reduced for that particular meal.
- b. When personnel attend an official state business meeting where the meal is an agenda item but not included in the fee and the selections and cost of the meal is beyond the control of the employee, the employee will be reimbursed for actual cost of that meal. A receipt must be provided. Official state business meetings are defined as two or more employees or persons assembled, for the benefit of the agency, to conduct official state business as authorized by law. Official state business meetings include conferences, training, workshops, testing, seminars and other similar gatherings to conduct official state business.
- c. If personnel attend a conference or meeting and stay at an official hotel/motel, as defined in the conference or meeting registration or agenda for that conference or meeting, and the cost exceeds the per diem, actual lodging expenses are reimbursed. Receipts and supporting documentation are required.
- d. Agency heads have the authority to approve lodging reimbursements higher than per diems when unusual conditions exist in a community or location due to an event, occurrence, emergency or other valid situation that would prevent a state employee from securing a room within reasonable proximity and within the published and approved per diem for that location. This approval is to be made on a case-by-case basis, thoroughly documented for audit purposes, and signed by the agency head.

For purposes of calculating adjustments to **meal per diem**, the following percentages shall be used:

Breakfast equals 25% of the allowed meal per diem
Lunch equals 25% of the allowed meal per diem
Dinner equals 50% of the allowed meal per diem

.111 **MEAL PER DIEM DURING NON-OVERNIGHT TRAVEL** A meal per diem is permitted under the following conditions during non-overnight travel, within or outside the State of Oregon.

- a. **Breakfast** - Personnel must be on travel status for two hours or more before the beginning of their regularly scheduled work shift to receive a breakfast allowance (see percentages in .110). If the breakfast does not meet the criteria defined in .110, the per diem paid must be reported as taxable income to the employee on their W-2 form.
- b. **Lunch** - Unless the situation meets the specific criteria in .110, no allowance is provided for lunch. The agency director or designate, board member or commission member may authorize an exception to this provision when such payment provides a clear and distinct economic advantage to the agency and is critical and essential to the mission of the agency.
- c. **Dinner** - Personnel must be on travel status for two hours or more beyond the end of their regularly scheduled work shift to receive a dinner allowance . (see percentages in .110). If the dinner does not meet the criteria defined in .110, the per diem must be reported as taxable income to the employee on their W-2 form.

Transportation Expenses

- .112 AUTHORIZATION OF TRANSPORTATION METHOD REQUIRED The method of transportation must be authorized either verbally or in writing in advance by the agency director or designate. When vehicle travel is justified, a state owned vehicle will be used unless travel in a private vehicle is more practical because of cost, efficiency or work requirements. Private vehicle usage is subject to the restrictions and uses as stated in State of Oregon Fleet Management Policy (green book) for state cars. Vehicle Use Reference: OAR State Vehicle Use and Access:
http://arcweb.sos.state.or.us/rules/OARS_100/OAR_125/125_155.html
- .113 USE OF THE MOST DIRECT ROUTE Distances between points traveled will be as shown in standard highway mileage guides, in the Department of Transportation's official mileage table or by odometer readings. Any substantial deviations between odometer readings and mileage guides and any deviations from the usual route must be satisfactorily explained.
- .114 AIRLINE TICKET PURCHASES Refer to appropriate price agreements. All personnel shall fly coach class regardless of funding source unless difference is paid from the traveler's personal funds.
- .115 USE OF RENTED VEHICLE Vehicle rental fees are reimbursable. Drivers must have a valid current driver's license for the class of vehicle driven. State personnel will normally rent compact or compact-size economy vehicles. Refer to DAS Risk Management for insurance information on rented vehicles. Refer to appropriate price agreement.
- .116 COMBINING PERSONAL TRAVEL WITH STATE BUSINESS TRAVEL For out-of-state trips between points where scheduled airline service is available and where personnel are combining official state travel with a holiday, weekend trip, vacation or other personal travel, payment will be based on the cost of round-trip coach airfare and the meal and lodging per diems to which personnel would have been entitled while traveling by air or by the least expensive reasonable means of travel. Mileage to and from the air terminal normal to the departure may also be allowed. Payment will be made for only the period during which personnel would have been in a travel status on official state business. No payment will be made for vacation days.

Agencies must ensure that employees combining business and personal travel are well informed and cautioned that substituting non-refundable airfares for fully refundable city pair airfares may result in a liability to the employee, should the reason for the business travel be cancelled. Employees leaving on vacation prior to the business event will become responsible for all costs should the business event be canceled at a point that all reservations could have been canceled resulting in no cost to the agency.

Insurance/State Coverages

Refer to DAS Risk Management for insurance and coverage issues related to state travel.

Travel Expenses Paid By Outside Entity

- .117 Agencies are charged with the responsibility of scrutinizing travel paid by outside sources to ensure that the travel is in line with the agency's mission and does not constitute luxurious travel. Such travel must be approved by the agency head. In the case of an agency head, travel being reimbursed by an outside source must be approved by the agency head's immediate supervisor.

Personnel are not allowed to receive travel expense reimbursement directly from outside sources for travel that occurs while on official state travel status. Payment must be made to the agency and at rates allowed by this policy. Agencies are to record all agency-paid travel expenses against appropriations/limitations. Agency heads are not allowed to grant exceptions to this rule.

- .118 RECORD OF PAYMENTS Agencies are to record all travel payments received from outside sources as revenues and deposit moneys received in miscellaneous receipts. Reduction of expenditure should only be considered when doing so meets the guidelines and expected results as outlined in the reduction of expenditure policy (**OAM 20.40.00.PO**).

Receipt Requirements

- .119 MEALS AND LODGING Receipts for lodging and taxes are required. Receipts for meals are not required for payments except where .102 Policy Exceptions, .108 Elected Officials/Boards & Commissions, .109 Nonstate Individuals, or .110 Adjustments to Per Diems apply.
- .120 OTHER AUTHORIZED TRAVEL EXPENSES Receipts are required for all other authorized travel expenses that individually exceed \$25. Credit card receipt forms are valid for requesting payment with complete details of the purchase. When a receipt is unavailable or lost, a written statement is required, signed by the claimant providing the reason(s). Any expenses claimed for non-travel related purchases (i.e. supplies) must be accompanied by a receipt regardless of the amount. Official local or long distance business phone calls are reimbursable. Calls made with the approved state issued phone card or cell phone are not reimbursable to the state employee. Any associated hotel access charges are reimbursable - receipts required. Official local and long distance business phone calls made while on travel status without the use of a state issued phone card or state cell phone with or without hotel access charges may be reimbursed, but receipts, which show date of the phone call, minutes used, and cost must be provided. Reimbursement for personal cell phone use for official business use while on travel status is permitted with documentation showing date and minutes of business call and appropriate computation of the cost per minute calculated by any method that results in the lowest cost per minute to the State of Oregon.

Travel Expense Detail Sheet

- .121 EXPENSE SHEET REQUIRED The form must contain the following elements: official work station, specific reason for travel and date of travel including departure and return times.

Explanation for the travel must demonstrate a direct relationship to the agency's business. Expense accounts are to be properly itemized on the form, signed by the traveler and approved by the authorizing supervisor or manager. No individual traveler may claim payment for the expenses of another traveler.

Travel Advances

- .122 For information about travel advances, refer to **OAM 40 20 00.PO**, Travel Advances and Corporate Travel Charge Card Program.

Travel Awards

- .123 TRAVEL AWARDS State agencies must comply with the provisions of ORS 292. Oregon Revised Statutes 292.230 states that agencies are required to monitor and use frequent flyer or mileage award benefits earned while conducting official state business travel to the

largest extent possible. Agencies are to encourage employees who frequently travel by airline on official state business to obtain mileage award accounts for those airlines they use and redeem accrued mileage awards to pay for state required travel when sufficient mileage awards are available. State agency management should periodically monitor these accounts for accrued mileage awards and maintain appropriate monitoring records for audit purposes. Travel awards may not be used to upgrade airline tickets, hotel accommodations, car rentals, or any other travel accommodations except to pay for airline tickets when required for official state business. The use of mileage awards obtained while conducting state business for personal travel constitutes personal gain from state employment and violates ORS 244.040. The Department of Administrative Services may periodically audit state agency efforts to monitor the use of accrued mileage awards. The use of state paid frequent flyer airline award benefits for personal use constitutes fraud and will result in the state recovering the fair value of the fraudulent use of state resources and the employee may be subject to disciplinary actions up to and including dismissal.

Overpayments

- .124 When any employee receives a payment of any travel expense that exceeds any amount authorized by this policy, or arranges for travel for another person in any manner that does not comply with this policy, the head of the employee's agency shall collect or recover from the employee the amount of payment for travel that exceeds the amount authorized by this policy.
- .125 When any agency head receives a payment of any travel expense that exceeds any amount authorized by this policy, or arranges for travel for another person in any manner that does not comply with this policy, the Director of the Department of Administrative Services may collect or recover from the employee the amount of payment for travel that exceeds the amount authorized by this policy.
- .126 When the agency head or the Director of the Department of Administrative Services determines that the employee or agency head obtained a payment of travel expenses for the employee or agency head by knowingly or intentionally falsifying or misrepresenting an expense item or per diem amount for personal gain, or purposely allowed another person to arrange travel in any manner that does not comply with this policy, the agency head or Director of the Department of Administrative Services may refer the matter to the Department of Justice to seek imposition of a fine under ORS 292.990.

Employee Moving Expense

- .127 Refer to Human Resources Services Division Policy No. 40.055.10 Employee Relocation Allowance.

APPENDIX A: PER DIEM AND MILEAGE RATES

COMMERCIAL LODGING AND MEAL PER DIEM

Payment to individuals on overnight travel status issued to cover meals and commercial lodging will be based on IRS Publication 1542 Regular Per Diem Method (Table 2), and will change as the IRS rates change. This rate structure is based on a standard rate of **\$55 for lodging and \$30 for meals**. Table 2 provides listings of cities in Oregon and other states with rates, both for lodging and meals, which exceed the standard rate. Receipts are required for lodging and taxes. If lodging is obtained outside Oregon but the point of destination is in Oregon, the in-state lodging rate applies.

NON COMMERCIAL LODGING PER DIEM

The intent of the non commercial lodging per diem is to reimburse travelers using their personal travel trailer, motor home, tent or staying with friends or family members and should result in an economic benefit for the state. Whether for short or long-term travel, in or outside of Oregon, the daily per diem is \$25. It is intended that the non-commercial lodging rate apply for any overnight stay away from home that does not take place in a commercial lodging establishment and which is provided by the employee.

PARTIAL DAY MEAL PER DIEM

Meal per diems for Initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times: Apply the percentage to the appropriate meal rate.

<u>Initial Day of Travel – Leave:</u>	Prior to <u>6:00 AM</u>	6:00 AM to <u>Noon</u>	12:01 PM to <u>6:00 PM</u>	After <u>6:00 PM</u>
Meal Allowance Percentage	100%	75%	50%	25%

<u>Final Day of Travel – Return</u>	Prior to <u>6:00 AM</u>	6:00 AM to <u>Noon</u>	12:01 PM to <u>6:00 PM</u>	After <u>6:00 PM</u>
Meal Allowance Percentage	25%	50%	75%	100%

INTERNATIONAL PER DIEMS (including Alaska and Hawaii) can be found at: <http://www.state.gov/www/perdiems/> Lodging taxes are included in these rates.

PRIVATE TRANSPORTATION MILEAGE

Total allowable reimbursement of private vehicle mileage shall be paid from official workstation, residence or other location and return, whichever is less.

Local travel for official purposes while at an overnight temporary work site is reimbursable and includes transportation between places of official business, temporary lodging, restaurants, and similar establishments as required for the subsistence, comfort, recreation or health of personnel.

Effective 1/1/01, vehicle mileage is **34.5 cents per mile**. State mileage rates mirror the federal rate and change automatically when the federal rates change. Passengers in a private vehicle are not entitled to mileage reimbursement.

At the discretion of the agency’s authorized official, use of a privately owned aircraft may be authorized for the benefit of the agency or for the benefit of personnel. Agencies must comply with DAS Risk Management Policy 125-7-301 before authorizing the use of private aircraft. Expense reimbursement is limited to the rate of .88 cents per nautical mile.

APPENDIX B: PER DIEM RATES

Go to the link below to view the standard Conus rate and rates for locations that are paid above the Conus rate.

<http://www.policyworks.gov/org/main/mt/homepage/mtt/perdiem/perd01d.html>

APPENDIX C: MILEAGE CHART

Go to the link below to get the mileage chart for selected cities in Oregon.

<http://www.odot.state.or.us/otms/QuickRef/MileageChart.pdf>

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