

## Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:  
Lincoln Cushing, [lcushing@library.berkeley.edu](mailto:lcushing@library.berkeley.edu)

**IDnum** 166    **Language** English    **Country** United States    **State** OR

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

**Local** 1246-3

Occupations Represented
Nursing, psychiatric, and home health aides
Social and human service assistants

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

**Agency industrial classification (NAICS):**

92 (Public Administration)

**BeginYear** 2001    **EndYear** 2003

**Source** <http://www.hr.das.state.or.us/lru/cba/0103socpfin.pdf>

**Original\_format** PDF (unitary)

**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 1246-3

FOR THE

DHS-STATE OPERATED COMMUNITY PROGRAM

2001-2003

**\*TABLE OF CONTENTS**

PREAMBLE .....	1
ARTICLE 1 - RECOGNITION .....	1
ARTICLE 2 - EFFECT OF LAWS AND RULES .....	3
ARTICLE 3 - LABOR/MANAGEMENT COMMITTEE .....	3
ARTICLE 4 - AVAILABILITY OF THE PARTIES TO EACH OTHER .....	3
ARTICLE 5 - NO STRIKE OR LOCKOUT .....	3
ARTICLE 6 - MAINTENANCE OF STANDARDS AND BENEFITS.....	4
ARTICLE 7 - NONDISCRIMINATION .....	4
ARTICLE 8 - MANAGEMENT'S RIGHTS .....	5
ARTICLE 9 - UNION SECURITY .....	5
ARTICLE 10 - DUES DEDUCTION/FAIR SHARE .....	7
ARTICLE 11 - EMPLOYEE STATISTICS .....	8
ARTICLE 12 - EMPLOYEE RIGHTS.....	8
ARTICLE 13 - INCIDENT REPORTS .....	9
ARTICLE 14 - PERSONNEL FILES.....	9
ARTICLE 15 - GRIEVANCE PROCEDURE.....	10
ARTICLE 16 - DISCIPLINE AND DISCHARGE .....	13
ARTICLE 17A - TRIAL SERVICE.....	14
ARTICLE 17B - POSITION DESCRIPTIONS/PERFORMANCE APPRAISAL.....	15
ARTICLE 18 - SALARIES .....	15
ARTICLE 19 - PAY DAY AND PAY ADVANCES .....	16
ARTICLE 20 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS .....	17
ARTICLE 21 - SALARY ADMINISTRATION.....	18
ARTICLE 22 - INSURANCE .....	20
ARTICLE 23 - DIFFERENTIALS .....	21
ARTICLE 24 - ON CALL .....	22
ARTICLE 25 - REPORTING PAY .....	22
ARTICLE 26 - CALL BACK TIME.....	22
ARTICLE 27 - WORK OUT OF CLASS .....	23
ARTICLE 28 - SENIORITY .....	23
ARTICLE 29 - WORK WEEK AND WORK SCHEDULING .....	23
ARTICLE 30 - OVERTIME.....	25
ARTICLE 31 - VACATION LEAVE .....	28
ARTICLE 32 - VACATION LEAVE DONATION .....	31
ARTICLE 33 - HOLIDAYS.....	32
ARTICLE 34 - SCHEDULING COMPENSATORY TIME OFF .....	34
ARTICLE 35 - PERSONAL LEAVE.....	34
ARTICLE 36 - LEAVE WITH PAY .....	35
ARTICLE 37 - LEAVES OF ABSENCE WITHOUT PAY .....	36
ARTICLE 38 - INCLEMENT WEATHER.....	38
ARTICLE 39 - SICK LEAVE .....	38
ARTICLE 40 - WORKERS' COMPENSATION.....	40
ARTICLE 41 - VOLUNTARY TRANSFERS WITHIN CLASS AND DEMOTIONS.....	41
ARTICLE 42 - INVOLUNTARY TRANSFERS.....	43
ARTICLE 43 - PROMOTIONS .....	43

ARTICLE 44 - LIMITED DURATION APPOINTMENTS.....	44
ARTICLE 45 - JOB SHARING .....	45
ARTICLE 46 - RECLASSIFICATION PROCEDURE .....	46
ARTICLE 47 - REVIEW OF CLASSIFICATION SERIES .....	47
ARTICLE 48 - LAYOFF.....	48
ARTICLE 49 - RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR CLASSIFIED SERVICE.....	51
ARTICLE 50 - PERSONAL PROPERTY REIMBURSEMENT .....	51
ARTICLE 51 - STATE CARS AND MILEAGE REIMBURSEMENT.....	51
ARTICLE 52 - TRAVEL REIMBURSEMENT .....	52
ARTICLE 53 - MOVING ALLOWANCE & REIMBURSEMENT OF HOUSEHUNTING COSTS .....	52
ARTICLE 54 - SAFETY .....	52
ARTICLE 55 - HAZARD EXPOSURE.....	53
ARTICLE 56 - TRAINING AND EDUCATION .....	54
ARTICLE 57 - MEDICINE AND TREATMENT DUTIES.....	54
ARTICLE 58 - NEGOTIATIONS.....	55
ARTICLE 59 - LEGISLATIVE ACTION .....	55
ARTICLE 60 - SAVINGS .....	55
ARTICLE 61 - TERM OF AGREEMENT .....	56
ARTICLE 62 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS.....	56
LETTER OF AGREEMENT .....	58
LETTER OF INTENT .....	59

**\*New language is in bold type.**

## PREAMBLE

This agreement is made and entered into by the State of Oregon, hereinafter referred to as the "Employer", acting by and through its Department on behalf of the **DHS-Seniors and People With Disabilities**, State Operated Community Services unit, hereinafter referred to as the "Division", and the American Federation of State, County and Municipal Employees Local 1246, (Community Services Unit) Council 75, hereinafter referred to as the "Union".

## ARTICLE 1 - RECOGNITION

### Section 1.

The Employer recognizes the Union as the sole and exclusive bargaining agent for all classified employees who are employed at **DHS-Seniors and People With Disabilities**, State Operated Community Services unit, excluding Client Advocates, managerial, supervisory and confidential employees as defined in ORS 243.650 and any other employees certified by the ERB as a separate bargaining unit. The parties agree that the term "classified employee" does not include temporary employees appointed under the provisions of ORS 240.380 or part-time employees who regularly work thirty-two (32) hours or less per month.

### Section 2.

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

### Section 3.

This Agreement incorporates the sole and complete agreement between the parties resulting from negotiations held pursuant to the provisions of ORS 243.650 et. seq. It is acknowledged that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter for collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, if any, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. The Union further agrees to waive the right to bargain over any other mandatory subject of bargaining during the life of the Agreement. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the Employer and the Union.

Section 4.

The parties agree that the Human Resource Management Division Rules and Practices and Division procedures relating to their implementation are without effect upon the Employer or members of the bargaining unit.

Section 5.

a. Should the Division change a written policy or issue a new policy which affects the working conditions of the bargaining unit members, and the working condition(s) is a mandatory subject of bargaining, notice will be given to the Union. If the Union believes such action to be unreasonable and the issue is a mandatory subject of bargaining, then, within seven (7) days of the date upon which the Union knows, the Union shall request that the Employer negotiate such matter.

b. If the Union is not notified of such change regarding a mandatory subject of collective bargaining the policy shall be null and void, unless extended by mutual agreement.

Section 6.

Any meeting requested under this Article shall occur within five (5) days of:

a. The Union's request to negotiate when the parties are in agreement that the subject is a mandatory subject of bargaining; or

b. An Employment Relations Board ruling that the issue is a mandatory subject of bargaining.

If agreement is reached, it shall be reduced to writing and signed by both parties. If the parties are unable to reach agreement within fourteen (14) days following the negotiations and the Union continues to believe the written policy to be unreasonable, it shall notify the Employer of its intent to subject the matter to arbitration. Such written notification must be made during the fifteen (15) day period immediately following the above mentioned fourteen (14) day period. Failure to file such written notification within the prescribed time shall be understood by both parties to waive the Union's right to any further objection.

Section 7.

Should the Union decide to carry the matter to arbitration, the parties shall meet within the five (5) days immediately following receipt of notification of the Union's desire to arbitrate to select an arbitrator. Selection of an arbitrator shall be prescribed in Article 15 (Grievance Procedure).

Section 8.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, unless the award is vacated pursuant to ORS 240.086. The power of the arbitrator in this process shall be limited to determining whether the policy, procedure or rule is unreasonable. If the arbitrator's ruling is that the policy, procedure or rule is unreasonable, the Division shall immediately withdraw the policy, procedure or rule. Unreasonable for purposes of this article means that the balance of reason is in favor of not making the change. In other words, the negative effect upon bargaining unit members outweighs the need or benefit to the Employer.

Section 9.

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 made.

Section 10.

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

Section 11.

The terms of this Agreement shall be applied equally to all members of the bargaining unit.

**ARTICLE 2 - EFFECT OF LAWS AND RULES**

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

**ARTICLE 3 - LABOR/MANAGEMENT COMMITTEE**

Section 1.

The parties agree to establish joint labor/management committees as mutually agreed to consider issues on a topical basis.

The intent of these committees is to facilitate communication between the parties by providing a forum for discussion of issues not addressed by the contract such as staff morale, operational methods and procedures, attendance, safety, and other policies of the Division which affect the working conditions of the employees when such policies are not mandatory subjects of bargaining.

The committee shall not become involved in individual grievances nor shall the committee meetings be construed as formal contract negotiations.

Section 2.

A steering committee for labor/management committee (LMC) activity shall be established. It shall be composed of the AFSCME staff representatives, SOCP Executive Board officers and one alternate chosen by the Board, and the Program Administrators. The steering committee shall meet monthly to share information and discuss issues which might be appropriate for further LMC activity.

**ARTICLE 4 - AVAILABILITY OF THE PARTIES TO EACH OTHER**

The parties agree that representatives of the Employer and 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 5 - NO STRIKE OR LOCKOUT**

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

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

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

## **ARTICLE 6 - MAINTENANCE OF STANDARDS AND BENEFITS**

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

## **ARTICLE 7 - NONDISCRIMINATION**

### **Section 1.**

The Employer and the Union agree to continue their policies of not unlawfully discriminating against any employee or applicant for employment because of race, color, religion, sex, national origin, age, mental or physical disability, marital status, or political affiliation. Nor will the Employer discriminate based on sexual orientation.

### **Section 2.**

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

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

### **Section 3.**



Sexual orientation discrimination complaints will be subject to the grievance procedure beginning at Step 3 until such time as the Bureau of Labor and Industries may be given jurisdiction over such matters. Should the Bureau of Labor and Industries be given jurisdiction, such complaints will be processed in the same manner as complaints in Sections 1 and 2.

Section 4.

Sexual harassment is considered a form of sex discrimination. No employees shall be subjected to sexual harassment by the Employer, Union or other bargaining unit members.

**ARTICLE 8 - MANAGEMENT'S RIGHTS**

The parties agree that the Employer and the Division have the right to operate and manage 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, and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to suspend, reduce, demote, discharge for just cause as stated in Article 16, Discipline and Discharge, or take other proper disciplinary action against employees; to lay off employees; and to promulgate rules, regulations, and personnel policies, provided that such right shall not be exercised so as to violate any of the specific provisions of this Agreement.

**ARTICLE 9 - UNION SECURITY**

Section 1. Union Activities.

The Division agrees to inform all new employees hired into positions included in the bargaining unit of the Union's exclusive representation status, and shall provide all present and future employees in the bargaining unit with a copy of the Agreement. The Division and the Union shall share equally in the cost of the preparation of the Agreement. The Division agrees to allow a duly certified Union representative thirty (30) minutes to speak to new employees about the Union's exclusive representation status, its benefits, and services available to the membership. This time will not be used for discussion of labor/management disputes.

If the Union representative is an employee of the Division, he/she will be allowed time off without loss of pay to make the presentation.

Section 2. AFSCME Staff Representatives.

The Union will notify the Division in writing of its staff representative of the Local, Council 75, or International, American Federation of State, County and Municipal Employees, AFL-CIO. Upon proper introduction and notice, the representative shall have reasonable access to the premises of the Division during all working hours to conduct Union business. These representatives shall observe the security regulations of the Division. Such visits are not to interfere with the normal flow of work.

Section 3.

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

#### Section 4. Union Stewards.

a. The Union shall notify the Division Personnel Director or designee of the selection of Stewards and their alternates. The Union shall be allowed one steward and alternate per work site. Eliot, 24<sup>th</sup> Place (and other multiple house sites as they are developed) shall be allowed two stewards and their alternates.

b. Stewards may receive but not solicit grievances from the bargaining unit, and may discuss complaints and grievances of employees in the bargaining unit on the premises and time of the Division where that time coincides with the employees regularly scheduled hours, but only to such extent that it does not neglect, retard or interfere with the work and duties of the Stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate bargaining unit grievances upon notice to their immediate supervisor. Release in such instances may not be immediate. If the permitted activities would interfere with either the Steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No more than one (1) steward shall be involved in the same grievance. No overtime costs shall accrue to the Employer as a result of such activities outside regularly scheduled hours.

The President, Vice President, and Chief Steward of the local who are members of this bargaining unit may process grievances but will be held to the same restrictions set forth for Stewards as specified above in this section.

Willful disregard for these procedures may result in loss of pay for unauthorized leave or disciplinary action.

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

d. At the Union's request and subject to the operating requirements of the Division, 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 Steward training session.

e. Executive Board Officers of Local 1246 shall provide their immediate supervisor and personnel office with a list of prescheduled regular monthly Board meetings. Board officers from this bargaining unit shall then be allowed to attend at least two (2) regularly scheduled Board meetings per month. Attendance will be either on the basis of leave without pay or use of comp time, vacation, or personal leave. Meetings of the Executive Board specifically requested by the Division, and mutually agreed to by the Union, which are held at locations, times and dates requested by the Division shall be on the basis of no loss of pay for attending Board members from this bargaining unit, but the Division will incur no overtime liability nor will a Board member receive compensation for attending such meetings scheduled during a time that the employee would not normally be scheduled for work.

#### Section 5. Bulletin Boards.

The Division agrees to furnish and maintain in each work area a bulletin board in a convenient place to be used exclusively by the Union for the posting of official Union notices only. The Union shall keep the bulletin boards neat and orderly. The Union agrees that it will not post material that is profane, obscene, or defamatory of the Division or Employer or its representatives or employees. Materials which violate this subsection shall not be posted.

#### Section 6. Use of Facilities.

Upon request and approval of the House Manager, the Union shall be allowed to use a designated section of the facilities of the Division to meet with its' members when such facilities are available and the meeting would not interfere with the business of the Division.

Section 7. Discrimination Based on Union Activities.

Allegations by employees of discrimination or harassment for protected Union activity shall not be subject to the grievance procedure; however, such allegations may be filed at the Employment Relations Board pursuant to ORS 243.650 et. seq.

**ARTICLE 10 - DUES DEDUCTION/FAIR SHARE**

Section 1.

On the first pay period of each month, the Division 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 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 equivalent to regular Union dues. Effective the first of the month following the month in which this Agreement is last signed and on each pay period thereafter, the Division will deduct from the wages of each bargaining unit employee who is not a Union member the payments-in-lieu-of-dues required by this Section. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who did not become members of the Union within thirty (30) days after the effective date of their employment. The Division shall remit a payment of all said deductions to the Union by the fifteenth (15th) of the month after the deductions are made. Said payments shall be accompanied by a listing of the names and Social Security numbers of all employees from whom deductions are made.

Section 3.

Dues and payments-in-lieu-of-dues for employees working less than twenty (20) hours or less per week will be on a prorated basis as outlined by Union policy.

Section 4.

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

Section 5.

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a 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 Division that this has been done. Notwithstanding an employee's claim of exemption under this Section, the Division shall deduct payments-in-lieu-of-dues

from the employee's wages pursuant to this Section, until agreement has been reached between the employee and the Union.

Section 6.

The Union shall provide the Division's Payroll Office with the Union application/ authorization forms. The Division shall supply said applications to prospective members, and shall process completed applications, forwarding the original to the Union immediately upon receipt.

Section 7. Deductions.

The Division agrees to deduct monthly membership dues from the pay of those individuals who request deductions in writing. The amount to be deducted shall be certified to the Division by the treasurer of the Union, and the aggregate deductions shall be remitted monthly, together with an itemized statement, to the treasurer of the Union. Failure on the part of the Division to deduct authorized dues/fair share shall not result in a deduction of more than double the monthly dues in any one month to recover past dues.

The Division shall furnish to the Union monthly, a list of the names, classifications and home addresses of employees in the bargaining unit as well as a list of those employees who have terminated from the bargaining unit that month.

Section 8.

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

**ARTICLE 11 - EMPLOYEE STATISTICS**

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

**ARTICLE 12 - EMPLOYEE RIGHTS**

Section 1.

Off-duty activities of employees will not subject them to disciplinary action by the Division unless such activities constitute just cause for discipline or discharge.

Section 2.

Employees who are the subject of a formal Division complaint or investigation shall be assured the following rights:

- a. The employee shall not be deprived of any of his/her constitutional or civil rights guaranteed by the federal and state constitutions and law where potential criminal

charges are involved. If an employee or the Union claims a violation of the above, such allegation shall not be subject to the grievance procedure, but can be appealed to the appropriate court of law.

- b. The employee shall be informed in writing of the nature of the complaint or charges before the employee is required to respond to questions concerning the complaint or charges. At the employee's request, the document will be sent to his/her address by certified mail. Such interview shall occur during employee paid time. This section shall not apply to criminal investigations under the jurisdiction of the State Police or other law enforcement agency.
- c. If the employee is required to respond to a formal complaint or charge, the employee shall have the right to Union Representation prior to and/or during the interview. If the employee so elects, he/she may opt to have his/her attorney present. If the employee elects to have his/her attorney present, the Union remains the representative unless the Union declares otherwise in writing.

**Interviews for those involved in the situation will occur within ten (10) working days of the complaint being received by the Office of Investigation and Training. Management will make an effort to schedule interviews as close to regular shift as possible. Off-duty staff may be mandated and/or called back to work to participate in these interviews on off-duty time. Participation in an interview after the 10-day period is expected; however, no employee will be mandated to attend such an interview on off-duty time.**

- d. The employee shall not be required to take or be subjected to any lie detector device as a condition of continued employment.
- e. **The meeting to determine the outcome of the allegation will occur within seven (7) days of the report being received by management.** Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.
- f. **Upon return to regular duty, management will verbally inform the employee if the allegation was substantiated, unsubstantiated or found to be inconclusive and if the matter has been referred to personnel for further action.**

## **ARTICLE 13 - INCIDENT REPORTS**

If an Incident Report is received by the Division which reflects critically against the employee, the Division shall notify the employee at the earliest practical time unless premature notification could prejudice a criminal investigation.

Upon request, the employee may inspect and receive a copy of an Incident Report involving him/her unless such inspection could prejudice a criminal investigation. **At the employee's request, such copy will be sent to his/her address by certified mail.**

## **ARTICLE 14 - PERSONNEL FILES**

### **Section 1.**

An employee may, upon request, inspect the contents of his/her official personnel file except for confidential reports from previous employers. No grievance material shall be kept in the personnel file.

Section 2.

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

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

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

Section 3.

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/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 file until the material is removed.

Section 4.

An employee may include his/her personnel file, copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or any other material which relates credibility on the employee. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the personnel file after two (2) years upon request of the employee, and given to the employee. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 5.

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 15 - GRIEVANCE PROCEDURE**

Section 1.

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

Section 2.

Any employee, with notice to the Union, or the Union on the employee's behalf may file a grievance at Step 1 in writing with his/her immediate supervisor, with a copy to the Personnel Director, within thirty (30) calendar days of the alleged action or that date the employee or the Union knew or should have known of the alleged action. The parties agree it is in their mutual interest to resolve problems at the lowest level possible and, therefore will communicate openly at all steps of the process either by phone conversation or meeting.

Grievances shall not be frivolous and shall be submitted on the AFSCME Grievance Form and shall contain the articles alleged to have been violated, the specific reasons why the employee feels the articles were violated, and the specific remedy(s) requested. Any grievance that does not fulfill these standards may be found invalid by an arbitrator.

Step 1.

a. The Union or the immediate supervisor may request a meeting with the other party to discuss the grievance. The supervisor, grievant or steward shall not be required to meet during non-work hours, however, the parties understand that schedules may preclude such meeting unless someone volunteers to attend on non-duty time. If a meeting is held the immediate supervisor's detailed response will be reduced to writing within fifteen (15) calendar days from the date of receipt of the grievance. A copy of the response will be sent to the Union and to the Personnel Director.

b. If no meeting occurs in accordance with (a) above, the immediate supervisor shall give a detailed response in writing within seven (7) calendar days from the date of receipt of the grievance. A copy will be sent to the Union and the Personnel Director.

Step 2. If the grievance is not resolved at Step 1, it may be appealed to the Program Administrator within fifteen (15) calendar days after the supervisor's response was due.

a. The Union or Program Administrator may request a meeting with the other party to discuss the grievance. The Program Administrator, Union steward or grievant shall not be required to meet during non-duty hours, however, the parties understand that schedules may preclude such a meeting unless someone volunteers to attend on non-duty time.

If a meeting is held the Program Administrator's detailed response will be reduced to writing within fifteen (15) calendar days from the date of receipt of the grievance. A copy of the response will be sent to the Union and to the Personnel Director.

b. If the Program Administrator does not wish to meet in accordance with (a) above, he/she shall respond in writing to the grievance within seven (7) calendar days from the date of receipt of the grievance. A copy of the response will be sent to the Union and to the Personnel Director.

Step 3. If the grievance remains unresolved at Step 2, it may be appealed to the Personnel Director or his/her designee within fifteen (15) calendar days after the response at Step 2 is due. The Personnel Director or his/her designee shall respond by either arranging a meeting or responding with a written decision within fifteen (15) days. If a meeting is held the Personnel Director or his/her designee shall respond to the employee or Union within fifteen (15) days from the date of the meeting.

Step 4. If the grievance remains unresolved at Step 3, the Union may appeal to the Department of Administrative Services within fifteen (15) calendar days following the receipt of the response at Step 3. The Department of Administrative Services shall respond within fifteen (15) calendar days after receipt of the grievance.

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 and they will abide thereby.

Section 3.

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

Section 4.

The Union or the grievant shall not expand upon the original elements and substance of the written grievance. Prior to Step 3 of the Grievance Procedure, the Union or the employee may however, modify for the purpose of clarity, the articles cited as being violated and the remedy requested prior to filing at Step 3 of the Grievance Procedure. Improper expansions may, however,

be the basis for an arbitrator to find a grievance invalid if the Employer has identified the problem by the Step 4 response.

All so called "group" grievances must be specific at the initial step of the grievance procedure and must detail the articles violated, the employees affected and the reasons for both. Issues of vagueness and/or overbreadth remaining at the time of arbitration may be the basis for an arbitrator to find a group grievance invalid.

#### Section 5. Arbitration.

a. Any grievance, having progressed through the steps as outlined in this Agreement and remaining unresolved following Department of Administrative Services response, may be submitted by the Union to arbitration for settlement. To be valid, a request for arbitration must be in writing and mailed or delivered to the Department of Administrative Services within fifteen (15) calendar days of the receipt of the response from the Department of Administrative Services with a copy to the Employment Relations Board requesting a panel of five (5) Oregon arbitrators be sent to each side.

Failure to file for arbitration 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, a prearbitration meeting may be held. The meeting shall include both the Department of Administrative Services and the Division meeting with the Union in an attempt to formulate a submission agreement to be forwarded to the arbitrator.

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 an Employment Relations Board list one (1) name at a time until one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator. The arbitration hearing shall commence as soon as possible thereafter, unless otherwise mutually agreed by the parties.

c. Should the Union fail to actively pursue scheduling of the case for arbitration within one-hundred twenty (120) days of its appeal to arbitration, the case will be considered to be closed and withdrawn.

d. 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 and benefits, or to mitigate or cancel the penalty as equity suggests under the facts, or to provide any other relief sought which is otherwise proper under the Agreement. The arbitrator's authority regarding reclassifications shall be addressed in Article 44 (Reclassification Procedure).

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

#### Section 6.

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

#### Section 7.

If at any step of the grievance procedure, the Employer or Division fails to issue a response within the specified time limits set forth in this Agreement, the grievance shall be submitted in writing



to the next step of the grievance procedure unless withdrawn by the grievant or the Union. If the employee or Union fails to meet the time limits specified herein, the grievance will be considered withdrawn and cannot be resubmitted.

Steps referred to in this Article may be waived by mutual agreement.

## **ARTICLE 16 - DISCIPLINE AND DISCHARGE**

### **Section 1.**

The principles of progressive discipline shall be used except when the nature of the problem requires an immediate suspension, termination, reduction of pay, reduction in vacation accrual, or demotion. A regular status FLSA non-exempt employee may be suspended, reduced in pay, demoted, or dismissed only for just cause. A regular status FLSA exempt employee may be suspended consistent with the salary status requirements of the FLSA, reduced in leave accrual, demoted, or dismissed only for just cause.

### **Section 2.**

A written predissmissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Appointing Authority or his/her designee at a time and date set forth in the notice, which date shall not be less than seven (7) calendar days from the date the notice was received, unless an earlier time is requested by the employee and agreed to by the Division. The employee shall be permitted to have an official representative present. The Appointing Authority may suspend the employee with pay or without pay or the employee may be allowed to continue work, as specified within the predissmissal notice.

### **Section 3.**

a. The dismissal of a regular status employee may be appealed by the Union to the Department of Administrative Services, Labor Relations Division, pursuant to Article 15, Section 5. The appeal must state the reasons for the appeal and be submitted to the Labor Relations Division in writing within ten (10) calendar days from the effective date of the dismissal. If not resolved at the at level and properly appealed to arbitration pursuant to the grievance procedure, such appeal shall be heard by the arbitrator within fifteen (15) calendar days after its receipt, and the final decision and order of the arbitrator shall be made within fifteen (15) calendar days following the close of the hearing.

b. A FLSA non-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline with the specific charges and facts supporting the discipline. A FLSA exempt employee who is demoted, suspended without pay consistent with the salary status requirements of the FLSA, or reduced in leave accrual shall receive written notice of the discipline with the specific charges and facts supporting the discipline. Where discipline is imposed as reduced leave accrual, such action shall be equivalent to a reduction in pay for a non-exempt employee (if the leave is reduced to .5 hour, the agency can round up and if less than .5 hour, the agency can round down). The reduction of pay, reduction in leave accrual, demotion and/or suspension of a regular status employee may be appealed to Step 3 of the Grievance Procedure within ten (10) calendar days from the effective date of the action. If the appeal is not resolved at Step 3, the Union may appeal the action to the Department of Administrative Services, Labor Relations Division within fifteen (15) calendar days after receiving the response from the Division. The Labor Relations Division shall

respond to the grievance within fifteen (15) calendar days. If the grievance is unresolved, the Union may submit the issue to arbitration within fifteen (15) calendar days after receiving the response from the Labor Relations Division.

c. Trial service removals shall not be subject to Article 15 (Grievance Procedure) or this article.

#### Section 4.

It is the intent of the Division that discipline not be administered in the presence of other employees or the public, whenever possible.

### **ARTICLE 17A - TRIAL SERVICE**

#### Section 1.

a. All new employees appointed to a position shall serve a six (6) month trial service period.

b. All employees promoted within the SOCP shall serve a **six (6)** month trial service period.

#### Section 2.

The supervisor shall evaluate the employee's work habits and ability to perform his/her duties satisfactorily within the trial service period. At any time during the trial service period the Division may remove an employee.

If such employee was previously a regular status employee in another position in the classified service immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position unless charges are filed and he/she is discharged as provided in Article 16. If the trial service indicates that such employee is unable or unwilling to perform his/her duties satisfactorily or that his/her work habits and dependability do not merit his/her continuance in the position, he/she shall be given a period of time to correct the deficiencies prior to removal. Upon request of the employee, he/she shall receive a written evaluation as to why he/she does not meet the criteria of the position.

#### Section 3. Trial Service Work Reviews.

**A written work plan may be developed by the supervisor for any trial service employee. If a performance deficiency exists, a monthly work review will occur between the supervisor and employee and the results reduced to writing. These written reviews shall be countersigned by the employee.** Where such a work deficiency based plan exists for a promotional trial service employee, trial service will be extended up to **three (3)** months.

#### Section 4.

If such employee was previously a regular status employee in another position in the classified service immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position unless charges are filed and he/she is discharged as provided in Article 16.

#### Section 5.

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

Section 6.

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

**ARTICLE 17B - POSITION DESCRIPTIONS/PERFORMANCE APPRAISAL**

Section 1. Position Descriptions.

Individual position descriptions shall be reduced to writing and delineate the duties assigned to an employee's position. A dated copy of the position description shall be given to the employee.

Section 2. Performance Appraisal.

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

If there are any changes or recommendations to be made in the performance appraisal after the rater has discussed it with the employee, the performance appraisal shall be returned to the rater for discussion with the employee before these changes are made. The employee shall have the opportunity to comment on the changes. The employee shall sign the new performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

All written comments provided by the employee shall be attached to the performance appraisal. The submission of any comments shall not abridge the right of the employee to grieve the performance appraisal.

Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's eligibility date even if the employee is at the maximum rate for his/her class.

Performance appraisals shall not be arbitrable unless it results in denial of a step increase.

**ARTICLE 18 - SALARIES**

Section 1.

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

The full amount of required employee contributions "picked up" or paid by the State on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 238.005(11) for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(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

State "picked up" or paid employee contributions shall be considered to be employee contributions for the purposes of ORS 238.005 to 238.750.

If, by reason of a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgement from a court of competent jurisdiction, the Employer must discontinue the six percent (6%) "pick up" of the employee's contributions to the PERS fund, the Employer shall increase by six percent (6%) the base salary rates for each classification in the salary schedule. This transition shall be done in a manner to assume continuous payment of either the six percent (6%) "pick up" or a six percent (6%) salary increase.

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

## Section 2.

### a. General Salary Increases.

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

**Subject to ORS 243.701, effective February 1, 2003, salary rates be increased by three percent (3%).**

**b. Comp Plan Squaring. Effective September 1, 2001, the steps of the compensation plans shall be adjusted as appear at Appendix A. Individual employees shall remain at their current steps and maintain their current salary eligibility dates.**

## **ARTICLE 19 - PAY DAY AND PAY ADVANCES**

### Section 1.

All employees, except those whose paychecks must be rewritten because of time loss or attachment, shall normally be paid no later than the first day of the month. When the payday occurs on Monday through Friday, payroll checks shall be released to employees at 9:00 a.m. on that day at the Home. When payday falls on a Saturday, Sunday or holiday, paychecks shall be made available after 9:00 a.m. on the last business day (M-F) of the month at the Home. Graveyard shift employees may pick their paychecks up at the end of their shift at the Home, providing a prior written request is submitted to Business Management (each time there is a change in their request). The release day for December paychecks dated January 1 shall be the first banking day in January to avoid December's paycheck being included in the prior year's earnings for tax purposes. If, due to an error, no paycheck is generated or an error of more than \$100.00 is made, a check will be issued within two (2) business office working days once the time has been verified by payroll. Such checks will not be counted a pay advance under Section 3.

### Section 2.

When an employee is not scheduled to work on payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Paycheck" form AD20. However, the employee may not cash or deposit the check prior to the normal release day and time. Any violation of this provision shall be cause for the employee to be notified that they shall not be further able to have their paycheck released prior to payday.

### Section 3.

The parties agree that pay advances will be given upon request, but that in no instance will an employee be given more than three (3) pay advances in any one (1) calendar year (January 1 through December 31). The amount of the advance shall not exceed sixty percent (60%) of gross pay earned, but shall be at least one hundred dollars (\$100.00). Pay advance requests must be submitted in writing, to the Personnel Manager.

Section 4.

If the Division determines that an error of \$50 or more has been made on the employee's check, if the employee requests, the error will be corrected and a correcting check will be made available to the employee within two (2) business office working days.

**ARTICLE 20 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/  
UNDERPAYMENTS**

Section 1. Overpayments.

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

1. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
2. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
3. If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.
4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

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

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

Section 2. Underpayments.

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

repaid. The Agency shall correct any such underpayment made within a maximum period of two years before the notification.

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

## **ARTICLE 21 - SALARY ADMINISTRATION**

### **Section 1. Merit Increases, Granting of or Denial of.**

a. Employees shall be eligible for annual merit increases on their eligibility date provided the employee is not at the top step of the salary range of his/her classification.

b. Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's eligibility date, even if the employee is at the maximum rate for his/her classification.

c. Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance pay increase on their eligibility date if the employee is not at the top of the salary range of their classification, and provided the employee's performance has not been deficient. Employees who do not receive an annual performance pay increase shall receive timely notice of deficient performance or conduct during the evaluation period. Employees shall receive a notice related to the deficiencies as they are noted prior to the completion of the performance evaluation period. Such notice shall provide the employee with reasonable opportunity to correct the problem prior to the end of the evaluation period.

Performance based pay shall include the following considerations:

1. Classification specifications developed and promulgated by the Division.
2. An individual position description, reduced to writing.
3. Trial service work reviews.
4. Disciplinary action.

The above considerations shall be the primary factors upon which an employee's performance is judged and upon which annual performance pay decisions are determined.

d. Eligibility Dates. Employees shall be eligible for salary increases at the first of the month following intervals of:

1. Annual periods after the initial date of hire until the employee has reached the top step in his/her salary range. However, should an employee be promoted during the first year of service with the Employer, the employee shall not receive this increase, but shall be eligible for increases in part (2).
2. The first six (6) months after promotion and annual periods thereafter until the employee has reached the top step in his/her salary range.

### **Section 2. Salary on Promotion.**

a. An employee shall be given **no less than** an increase to the next higher rate in the new salary range effective on the date of the promotion and on the first of the month following completion of **three (3) months** trial service after promotion and annually thereafter until the employee has reached the top step of the salary range.

b. **If an employee is removed from promotional trial service, he/she shall be restored to his/her prior economic and employment status including any step increase which may have occurred.**

### Section 3. Submissions of Salary Increases.

Salary increases must be made to be effective on the first day of the month and must be submitted prior to the proposed effective date. However, retroactive six (6) month and annual salary increases to correct errors of oversights and retroactive payments resulting from grievance settlements will be authorized.

The effective date for six (6) month and annual salary increases must be the first day of the month. In no event shall any retroactivity exceed twelve (12) months from the date upon which the oversight or error is brought to the Division's attention in writing or, in the case of a grievance settlement, the date the grievance was filed in writing.

### Section 4. Salary on Demotion.

Whenever an employee demoted to a job classification in a salary 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 a corresponding salary step with the employee's previous salary, but is within the 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 full step within the new salary range plus that amount that their current salary is below the next higher rate in the salary range. This increase shall not exceed the highest rate in the new salary range.

Whenever employees demote to a job classification in a lower range, but their previous salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.

### Section 5. Effect of Break in Service.

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

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

### Section 6. Salary on Lateral Transfer.

An employee's salary shall remain the same when transferring from one position to another within the bargaining unit which has the same salary range.

## **ARTICLE 22 - INSURANCE**

### **Section 1.**

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

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

Effective January 1, 2001 and for plan years beginning January 1, 2002 and 2003, the Employer shall make the following contributions in full for full time employees who have at least eighty (80) paid regular hours in a month:

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

### **Section 2. Plan Year 2001.**

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

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

### **Section 3. Plan Year 2002.**

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

### **Section 4. Plan Year 2003.**

For plan year beginning January 1, 2003 through December 31, 21003, 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 yea 2003, but only up to a maximum amount comparable to an average statewide subsidy increase of \$85.00 per eligible employee.



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

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

## **ARTICLE 23 - DIFFERENTIALS**

### **Section 1. Shift Differential.**

a. Shift differential shall apply to all employees in the bargaining unit except temporary appointments and part-time employees working less than thirty-two (32) hours per month. In order to qualify for shift differential, an employee must be in a job classification which is allocated to the salary range 22 or below. An employee shall be paid a shift differential of fifty cents (\$0.50) per hour for each hour or major portion thereof for work between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof for work on Saturday and Sunday. "Major portion thereof" is defined as thirty (30) minutes or more of an hour.

b. Shift differential shall not be applied to base rates in the computation of payments for periods of leaves with pay, except administrative leave with pay. Shift differential shall be included in computation of overtime or penalty payments.

Where an employee is placed on administrative leave with pay during an abuse investigation or disciplinary investigation, and that employee agrees to volunteer to be placed on M-F, day shift without penalty for the period of the investigation, that employee shall continue to be paid any shift differential for which he/she would normally work.

### **Section 2. Signing Differential.**

a. A differential of four percent (4%) will be available to be paid to employees whose position number requires the effective communication in ASL sign language. Such payment will be made in accordance with the level of effective communication in ASL sign language assigned by management, beginning the first day that the employee assumes the position with the special qualifications.

b. With application of the differential at a particular home and where an individual who requires effective communication in ASL is receiving services, the parties shall meet to consider contract modifications appropriate to such articles as order of overtime offers and time off requests.

c. Management retains the right to determine when and where ASL SQ's are assigned to a position. Should management remove ASL SQ's from a position, it will provide thirty (30) days advance notice to AFSCME.

### **Section 3. A Bilingual Differential.**

A differential of four percent (4%) of base pay shall be paid to an employee who is formally assigned in their position description to interpret to or from another language to English.

## **ARTICLE 24 - ON CALL**

### **Section 1.**

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

### **Section 2.**

An employee shall be on standby duty when required to be available for work outside his/her normal working hours and meet all the following conditions: 1) The employee is required to leave word with the Division where he/she can be contacted during a specified period of time, whether by phone or agency issued beeper, and 2) The employee is required and must be prepared to immediately commence full time work if the need arises.

### **Section 3.**

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

### **Section 4.**

No employee is eligible for any premium pay compensation while on standby duty except as expressly stated in this article.

### **Section 5.**

Standby duty time shall not be counted as time worked in the computation of overtime compensation.

## **ARTICLE 25 - REPORTING PAY**

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

## **ARTICLE 26 - CALL BACK TIME**

### **Section 1.**

An employee who is called back to work outside his/her regular shift, will receive the appropriate rate of compensation in accordance with this agreement for hours actually worked, but in no event will the employee be paid less than four (4) hours at the straight time rate of pay.

### **Section 2.**

This provision will not apply when call back results from employee oversight (e.g., taking home necessary keys, equipment necessary at the worksite, etc.). This provision does not prevent the Division from calling employees for information not requiring call back, but if such a call is made to

the employee which requires professional judgement while he/she is off duty, such time shall be counted and recorded as time worked in fifteen (15) minute increments. The employee would not be required to remain at home or available unless on standby.

## **ARTICLE 27 - WORK OUT OF CLASS**

### **Section 1.**

The Division agrees to compensate a regular status employee assigned in writing to assume the major distinguishing duties of a position in a higher classification, in the absence of an incumbent, where such assignment is for more than five (5) consecutive work days at a rate that is not less than the equivalent of one (1) step increase, or the bottom step of the higher range where no salary overlap exists between ranges.

When such assignments are made to work out of classification for more than 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. The Division agrees that it will not abuse its privilege granted under this section and that decisions to assign or not assign out of classification work will be on a good faith basis.

### **Section 2.**

This higher class work will be entered into the employee's personnel file and shall be one criteria utilized where annual performance appraisals or periodic promotional ratings are made.

## **ARTICLE 28 - SENIORITY**

Unless otherwise indicated in this Agreement, seniority means continuous service with the SOCP. In cases where two or more employees have the same seniority with the SOCP, former service at Fairview Training Center which is contiguous with service in this bargaining unit will apply to break the tie.

Except for job incurred injury, all leave without pay that exceeds ninety (90) consecutive calendar days shall be deducted from the computation of continuous service. Continuous service means uninterrupted employment with the SOCP except for layoff. An interruption in service occurs only through separation from the SOCP which is of a 6 month duration or longer.

Seniority lists shall be prepared by the Division, updated periodically, and made available in each work site as well as a copy sent to the Union every six months.

## **ARTICLE 29 - WORK WEEK AND WORK SCHEDULING**

### **Section 1.**

The work week shall begin at 00:01 a.m. Sunday and end at 12:00 Midnight the following Saturday. A work day shall be a period of twenty-four (24) hours commencing at the start of the employee's first assigned shift and shall remain fixed at that period for the whole of the work week, except for alternate work schedules.

### **Section 2.**

This article shall not be considered as a guarantee of hours of work per day or per week.

### Section 3.

A regular work schedule is a work schedule with the same starting and stopping time on 1): five (5) consecutive eight (8) hour shifts, or 2): four (4) consecutive ten (10) hour shifts. An alternate work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a work week and is agreed upon in advance by the employee and the supervisor, except as arranged to accommodate On Call schedules.

A 2/16 + 8 schedule will consist of sixteen (16) hours on one day, sixteen (16) hours on another and an additional eight (8) hours. The additional eight hours of work will be scheduled by mutual agreement between the employees and the supervisor based on bona fide operating requirements. Conflicts shall be dealt with by rotating the requested time off among employees desiring the time on a periodic basis (e.g., monthly basis) beginning with the most senior employee.

It is understood by the parties that the 2-16 schedule may be expanded beyond the current schedules in place as of January 1, 1999 without specific agreement by the Union.

### Section 4.

Except for employees filling relief positions, or when employees are changing shifts or employees working alternate work schedules, all full-time employees in the bargaining unit shall be scheduled for five (5) consecutive days of work and two (2) consecutive days off within each work week. Saturday and Sunday will be considered consecutive days off within the work week.

### Section 5.

When an authorized management representative designates that certain employees are not permitted to leave their work site during their meal break, employee's meal break shall be considered duty time. Employees whose eight hour or longer schedules do not include a duty free meal break may participate in **one (1) regularly scheduled meals with clients per shift. Variance may be approved by Program Admin.**

### Section 6.

Work schedules will be published ten (10) days in advance of the effective date except for designated relief positions/assignments. Established work scheduled will not be changed with less than ten (10) days advance notice except when operating requirements of the Division require it. In no instance shall any schedule be changed by more than two (2) hours without a forty-eight (48) hour notice unless the schedule change is voluntary on the part of the employee. **Although there may be times when this cannot be done, a good faith effort shall be made to provide the VR an adequate rest period of at least ten (10) hours between shift stop and starting times. The VR may agree to waive this obligation.**

### Section 7.

Each employee shall designate and be granted rest breaks totaling fifteen (15) minutes or a fifteen (15) minute block of time for each one-half (1/2) shift. The rest breaks shall be allowed as near the mid-point of each one-half (1/2) shift as possible, unless the employee requests otherwise.

### Section 8.

All full-time employees except as noted in Section 5 of this article shall be granted a non-duty meal period during their work shifts. Non-duty meal period shall be scheduled in the middle of the work shift or as near thereto as possible, and shall be no less than thirty (30) minutes.

#### Section 9.

An employee on a regular work schedule shall not be subjected to scheduled double back.

**Section 10. Short Term Temporary Switch Guidelines Within Worksite. Staff may switch shifts or portions of shifts and days off. Conclusion of the switch must occur within a two (2) week period. No overtime costs will be incurred when switching of shifts is approved.**

#### **Section 11. Position Trades/Shift Exchanges Within Worksite.**

a. Staff who are out of trial service shall be allowed to temporarily **trade/exchange positions with one employee at a time. Trading means adopting entire schedule that belongs to another employee. Exchanging shifts is trading one (1) or more shifts with one (1) other employee. In no instance shall an employee incur more than one (1) sixteen (16) hour shift per week as a result of exchanging shifts.**

b. Length of time on **trades/exchanging of positions and assignments:**

\*Ninety (90) day switch requires no signatures of co-workers; just requires management approval **based on no negative impact to co-workers.**

\*Additional time off beyond ninety (90) days will require one hundred percent (100%) signatures of staff in the work site when extenuating circumstances do not exist. Requested additional time must be specific in duration.

c. Extenuating circumstances will be considered on a case by cases basis by the Union and Program Administrators.

d. Temporary **trades/exchanging** can occur once in a twelve (12) month period unless extenuating circumstances exist.

e. Permanent **trades/exchanging** of positions require one hundred percent (100%) signature of approval from the work site staff following a ninety (90) day trial in Section B, above.

f. No overtime costs will be incurred when the **traded shifts/exchanging shifts** are voluntary.

g. If either employee vacates their position during this period, the remaining employee shall return to his/her position with ten (10) days.

#### **Section 12. Backfill of Positions When an Employee is on Leave.**

a. If an employee is scheduled to be gone for one (1) month or more, and when a temporary employee is to be hired during the absence, the Site Administrator shall offer that employee's shift and days off to current work site employees. This is a voluntary, temporary trade based on seniority. It is not considered a lateral transfer.

b. The remaining shift and days off after the first trade will be assigned to the temporary employee covering the absence.

### **ARTICLE 30 - OVERTIME**

#### Section 1.

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

Section 2.

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 or Alternate Work Schedule shall receive overtime compensation for all hours worked in excess of regularly scheduled hours in a workday or in excess of forty (40) hours in any one (1) work week.
- b. Part-Time Employees scheduled for less than forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed eight (8) or ten (10) regularly scheduled hours per day and/or forty (40) hours per work week. Part-time employees on alternate work schedules shall not receive overtime until they exceed forty (40) hours per work week.

Section 3.

All time for which an employee is compensated at the regular straight time rate of pay except On-Call (Article 18) and Reporting Pay (Article 19) shall be counted as time worked.

Section 4.

When an employee requests a change in his/her work schedule and it is approved by Management, all of that employee's reporting time and overtime compensation associated with the changed schedule shall be waived.

Section 5. Eligibility for Overtime Compensation.

Employees shall receive time and one-half (1 1/2) their regular hourly rate unless the position is executive, professional or technical as these words are defined by the Fair Labor Standards Act.

If the position is determined to be professional, administrative or executive, compensation of overtime shall be received as comp time at one hour for every hour worked in excess of eight (8) or forty (40).

Section 6.

a. At no time shall an employee work more than seventeen (17) hours in any twenty-four (24) hour period unless there is an extreme emergency or the employee has requested because of a special event and the manager has approved. When overtime is needed to maintain staffing levels the following procedure shall be used:

1. Prearranged Voluntary Overtime.

A. Effective the 13th of each month, the manager posts next months known overtime shifts to be filled. During the next seven (7) day period, staff may sign up for those shifts. On the 20th of each month, the posting will be pulled for the purposes of scheduling. Management will utilize the prearranged voluntary overtime lists to make assignments in rotation. Once assigned to a given shift, that employee moves to the bottom of the prearranged voluntary overtime list. On the 23rd of each month the next months prescheduled voluntary overtime assignments are posted.

After being so assigned should the employee not work the assigned overtime, his/her name will be removed from the list for a thirty (30) day period of time and once returned will move to the bottom of all voluntary overtime lists unless management agrees extenuating circumstances are found to exist.

2. Unscheduled Voluntary Overtime Exceeding Two (2) Hours.

A. Seek volunteer from staff who are scheduled to be on duty immediately prior to the overtime shift per contract. Staff utilizing accrued time shall be called by rotation list.

Respiratory Therapists: When the regularly scheduled RT will not be on duty, the other RT's will be offered overtime on a rotating basis. If there is no RT available to work the overtime the duties may be assumed by another bargaining unit.

B. Utilizing the unscheduled voluntary overtime list, assignments will be made in rotation except in extenuating circumstances. Once assigned to a given shift, that employee moves to the bottom of the unscheduled voluntary overtime list. After being so assigned, should the employee not work the assigned overtime, his/her name will move to the bottom of all voluntary overtime lists, unless management agrees extenuating circumstances are found to exist.

C. When management is notified of an absence the first four (4) days will be covered by this section and the **needed prearranged overtime** will be posted for assignment from the prearranged voluntary overtime list. **Article 29, Section 6 will be followed for adjustment of vacation relief positions.**

3. Unscheduled Voluntary Overtime Two (2) Hours or Less.

A. Seek volunteers from staff who are scheduled to be on duty immediately prior to the overtime shift per the contract. Staff utilizing accrued time shall be called by rotation list.

B. Utilizing the unscheduled voluntary overtime list, assignments will be made in rotation except in extenuating circumstances. Such assignments will not result in movement on the rotation list.

4. Expanded Voluntary Overtime Lists.

A. Each home will maintain its own expanded list of qualified volunteers from other homes. The list will be used after prescheduled overtime has been assigned prior to making mandatory overtime assignments. If an employee from the expanded list is offered an overtime assignment, his/hr name will go to the bottom of that list; however, the assignment will not effect his/her own in-home rotation lists. If the employee is on duty, reasonable travel time shall be paid to that employee at the appropriate rate. Travel time is paid only when going between two houses. Should the employee not work the accepted overtime assignment, his/her name will be removed from those lists for a thirty (30) day period of time and once returned, moved to the bottom of the lists for that home unless management agrees extenuating circumstances are found to exist.

5. When there is not sufficient number of volunteers for (1), (2), and (3), above, Management may:

A. Select and assign, on a rotating basis, the most junior qualified employee in the work unit who is on duty to work overtime.

b. Management will make a good faith effort to avoid requiring an employee to work a mandatory overtime on a consecutive day after working overtime the previous day.

No employee shall work more than seventeen (17) hours in a twenty-four (24) hour period unless there is an extreme emergency or the employee has requested for a special purpose and the manager has approved.

c. Management will give a minimum of one (1) hour notice of any overtime to be worked, whenever possible.

d. An employee who refuses a voluntary overtime opportunity shall be rotated to the bottom of the voluntary overtime list.

e. When an employee is required (mandated) to work at least four (4) hours beyond a full shift and when that fact was not known to the employee prior to beginning of the first shift, then upon request, up to one (1) hour of Employer paid time will be allowed between the shifts. If an employee has volunteered to work the overtime then they may take one (1) hour between the shifts but that one (1) hour is not Employer paid time. The purpose of this time is to make arrangements necessary when the worker is to be away from home unexpectedly at the discretion of the Employer. It is, of course, recognized that bona fide emergencies may exist that would preclude granting time off. Such instances will, however, be held to a minimum and only genuine emergencies will prevent the allowance of such time. When such time is denied between shifts, such time will be allowed at the earliest possible time in the subsequent shift. If a genuine emergency prevents granting of one (1) hour during the second shift, such time shall be accrued as comp time at straight rate.

f. Extended Overtime lists established in this section are subject to renewal at each thirty-day vacation sign-up period.

Section 7.

Any employee who refuses any overtime opportunity relinquishes his/her rights to that overtime opportunity.

Section 8.

Overtime shall be compensated on the basis of the nearest tenth of an hour.

Section 9.

All employees shall receive cash for authorized overtime worked unless the immediate supervisor has agreed, prior to the employee's working overtime, to grant compensatory time off.

Section 10.

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) to effect a "pyramiding" of overtime and

Section 11.

No employee shall be scheduled to work more than sixteen (16) hours in a twenty-four (24) hour period. Where the employee's schedule requires a change in shift, there shall be at least an eight (8) hour break in work time.

**ARTICLE 31 - VACATION LEAVE**

Section 1.

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

After 6 months through 5th year	12 work days for each full 12 calendar months of service (8 hours per month)
After 5th year through 10th year	15 work days for each full 12 calendar months of service (10 hours per month)



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

A full-time employee working less than a full calendar month shall accrue vacation leave on a pro rata basis (except for Union business leave), 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 six (6) months of employment that 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 leave shall not accrue during a leave of absence without pay, or educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

Service with a jury shall be considered time worked.

Section 6.

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

Section 7.

Vacation hours may accumulate to a maximum of three hundred (300) hours; **however, in the event of separation or layoff any unused vacation up to only two hundred and fifty (250) hours will be paid to the employee.** To avoid losing vacation, the employee must request vacation leave as provided in Section 9 of this Article, except where the employee is on an on-the-job injury or extended sick leave where cash payment of not more than forty (40) hours shall be made.

Section 8.

Part-time employees 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 accumulated on a pro rata basis.

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 or educational leave with pay the duration of which exceed fifteen (15) calendar days.

First month through 60th month	12 work days for each 12 full calendar months of service (8 hours per month)
61st month through 120th month	15 work days for each 12 full calendar months of service (10 hours per month)
121st month through 180th month	18 work days for each 12 full calendar months of service (12 hours per month)
181st month through 240th month	21 work days for each 12 full calendar months of service (14 hours per month)
After 240th month	24 work days for each 12 full calendar months of service (16 hours per month)

### Section 9.

a. Split or entire vacation time shall be scheduled within the workload and predetermined scheduling requirements of the work unit. If two (2) or more employees request the same continuous period or block of time off and the matter cannot be resolved by agreement of the parties involved, the employee having the greatest length of continuous service with the Division (if length is the same then use FTC length of service) shall be granted the time off provided however, that employee shall not be given this length of service consideration more than once in every calendar year. The division will facilitate this process by providing three (3) thirty (30) day sign-up periods every calendar year; one starting December 1st for the vacation period of February 1st through May 31st, one starting April 1st for the vacation period of June 1st through September 30 and one starting August 1st for the vacation period of October 1st through January 31st. Employees shall be notified and schedules posted fifteen (15) days from the close of each thirty (30) day sign-up period. The first open period will begin December 1, 1989.

b. An employee who seeks to change his/her previously designated and accrued vacation shall be entitled to do so, except this choice shall not require any other employee to change that employee's vacation schedule and the choice shall be subject to the operating needs of the work unit.

c. Employee's vacation request submitted outside of the thirty (30) day sign-up periods shall be submitted not later than the 12th of the preceding month and shall not extend beyond the designated vacation period. Such request shall be granted on a first come first served basis subject to operating requirements of the work unit. Ties shall be broken first by seniority and second by lot. In cases of conflict under this subsection, Division/FTC seniority may be exercised subject to the "once every calendar year" rule. Monthly vacation schedules which result from this Section shall be posted no later than the 20th of the preceding month. In preparing vacation schedules, the supervisor shall give preference to vacation leave requests over scheduling compensatory time off except if the comp time is used in conjunction with vacation accrual.

d. Vacation requests for any period must be submitted during the sign-up period or the vacation period itself in accordance with Sections A & C above.

### Section 10.

Employees transferring into this bargaining unit shall be allowed to transfer up to eighty (80) hours of accrued vacation credit. The balance of vacation credit shall be paid for at the time of transfer.

Section 11.

An employee who is laid off or terminates after six (6) full calendar months of State Service shall be paid upon separation from State Service for accrued vacation time. An employee on military leave or 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 at his/her request, however, the Agency reserves the right to pay off such time should the leave extend beyond twelve (12) months.

Section 12.

If an employee requests a lateral transfer, his/her choice of vacation made during his/her previous assignment shall be subjugated to any employee requests in the new unit made prior to the transfer.

Section 13.

Employees who are vacation relief shall be entitled to schedule vacation in a manner which guarantees two days off before and two days off following each block of forty (40) hours which they use.

An employee's request for vacation time off shall not be denied because a designated vacation relief is being used to cover a regular shift.

**ARTICLE 32 - VACATION LEAVE DONATION**

Section 1.

The Personnel Manager of the SOCP may, at his/her discretion, allow employees, on a case-by-case basis and without setting precedent, to transfer accumulated vacation leave to an eligible co-worker in the Agency who has exhausted accumulated leave while recuperating from, or involved in, what the Personnel Manager has determined to be an extended and continuing illness or injury of a catastrophic nature to the employee or his/her immediate family members as specified in Article 37. **When notice is sent out for a leave bank, information shall include: name of employee, work site and years of service with the SOCP and the State. Additional information is optional and must be submitted by the applicant.**

Section 2.

The transfer of accumulated vacation leave and the utilization of such leave shall be subject to the following:

- a. Employees on Workers' Compensation or parental leave may not participate in this program either as Donors or Donees.
- b. All donated leave shall be posted to the Donee's sick leave account in appropriate proportion. Any leave which has been donated and remains unused is not recoverable by the Donor.
- c. All accumulated vacation leave hours must be donated in blocks of two hours or more. All hours of leave donated from co-workers will be converted into an hourly rate and then applied to the Donee's account at his or her hourly rate for employees with three or more years of continuous service. Donee's with between six months and three years of continuous service shall have the average hourly cost of the State's insurance contribution included in the total which the Donor's time will cover except where the Donee is on qualified Federal Family Medical Leave in which case the cost of insurance will not be included in the calculation.

- d. Employees eligible to receive donated hours are those employees with more than six months continuous service. The Donee's recognized service date will be used to establish eligibility. Article 46 provisions regarding length of service and breaks in service shall be applicable.
- e. Nothing in this agreement shall prevent donations being made to or received from Department of Human Resources employees outside the bargaining unit.
- f. Applicants for leave donation shall apply in writing to the Personnel Manager accompanied by the treating physician's written statement certifying that the illness or injury involved will continue following a specified date upon which the employee is projected to exhaust all accumulated leave.
- g. Upon determination that an employee's request satisfied "extenuating and continuous illness" requirements, the Personnel Manager shall approve one bank totaling not more than sixty-six (66) donated eight hour workdays per calendar year.
- h. The terms of this Article shall be strictly enforced. There will be no exceptions granted to the terms of this Article.

## **ARTICLE 33 - HOLIDAYS**

### **Section 1.**

The following compensable holidays shall be recognized:

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

For Office Specialists, when a holiday specified in this section falls on a Saturday, the proceeding 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.

Seven (7) day/twenty-four (24) hour continuous operation classification employees (HTT 2, Manual Arts, Behavior Specialist, Respiratory Therapists) will observe the holiday on the actual day it occurs.

### **Section 2.**

Full-time employees except those on leave without pay status for a full shift the day before or the day after the recognized holiday shall be compensated at the straight rate for eight (8) hours for each recognized holiday listed in Section 1. All part-time employees shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during the 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 3.**

Employees who are required to work on recognized holidays shall be entitled to their regular pay plus compensatory time or cash, at the employer's option, 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 the holiday pay.

#### Section 4.

The employee will receive compensatory time off or cash, at the employer's option, for holiday time worked. Such scheduled time off shall be subject to Article 27 (Scheduling of Compensatory Time Off).

#### Section 5.

Employees who have recognized holidays falling on their days off will be credited with compensatory time off or cash, at the employer's option, for these holidays.

#### Section 6.

Employees shall normally be notified of holiday work schedules at the time work schedules are posted as provided in Section 6, Article 28 (Work Week and Work Scheduling) in all work units except in situations over which the Division has no control. The Division will determine staffing levels for work units which must be staffed on holidays in relations to the anticipated work load in each unit. Employees whose regular work day is a holiday shall be given an opportunity to request to work or not to work on the holiday. Such request shall be granted on the basis of Division seniority and in keeping with the operating needs of the Division. Should not enough employees request to work on a holiday, the Division shall assign the work to employees with the least Division seniority from those regularly scheduled to work who are qualified to perform the particular tasks. When an employee wants to take time off, he/she must submit a request no later than seven (7) calendar days before the posting of the unit work schedule.

#### Section 7.

In addition to the holidays specified in this article, **full-time** employees shall receive eight (8) hours of paid leave. **Part-time employees shall receive a prorated share of eight (8) hours of paid leave.** Paid leave **granted in this section** shall be accrued by all employees **employed as of the day before Thanksgiving or Christmas** of each year. **Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year's Day. Employee 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 November 1 of the following year.**

Employees working thirty-two (32) hours per month or more shall receive paid leave on a pro rata basis. Employees may request the option of using the paid leave on the work day before or after **Thanksgiving**, Christmas, or the work day before or after New Year's Day, or when these days are not available to an employee, another day of the employee's choice.

#### Section 8. Medical and Behavior Homes.

In addition to the compensatory time provided in Section 3 of this Article, employees who work overtime on a holiday shall receive time and one-half (1 1/2) compensation for all overtime hours worked.

## **ARTICLE 34 - SCHEDULING COMPENSATORY TIME OFF**

### **Section 1.**

Subject to the operating requirements of the work unit, an employee shall have his/her choice of 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 Division shall be granted the time off.

### **Section 2.**

Employees shall be allowed the option of taking compensatory time off consecutively with vacation leave. When comp time is scheduled in this manner, however, it is subject to the scheduling provisions of the Vacation Leave Article, rather than this Article.

### **Section 3.**

Employees shall request compensatory time off no less than two (2) regular office days before the employee wants the time off. Management must respond in writing to the employee within one (1) regular office day of the request. **If management is not available then employees shall utilize the house protocol for taking time off in the absence of the manager.** The notification period may be waived by the immediate supervisor but in no case shall comp time usage be denied if the work unit can meet work unit determined staffing requirements and levels and a bona fide emergency does not exist. Compensatory time may be taken in time increments of less than eight (8) hours.

### **Section 4.**

Subject to Articles 30 , Overtime and 33, Holidays, an employee may accrue up to one hundred (100) hours compensatory time. Any hours accrued [in excess of seventy (70)] shall be paid in cash by the Division at the employee's request no more than once per month. The request will be processed within four (4) working days provided it is received in the Division payroll office by 10:00 a.m.. In the event comp time cannot be paid due to budgetary constraints, the employee may request and shall be granted an emergency draw provided the employee has not already received a draw that month.

Within the last two or first two months of a biennial budget period, the Agency may, at its discretion, cash out comp time accruals to no less than [seventy (70)] fifty (50) hours per employee unless the employee has pre-authorized plans to utilize said time; cash outs below seventy hours shall only occur with the mutual agreement of the employee. [In cases of emergencies, an employee may cash out accrued comp time.]

### **Section 5.**

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

## **ARTICLE 35 - PERSONAL LEAVE**

### **Section 1.**

All employees after completion of initial trial service shall be entitled to receive personal leave days in the following manner, provided they are in pay status for 1,040 hours for each fiscal year:

a. All full-time employees shall be entitled to eighteen (18) hours of personal leave with pay each fiscal year.

b. Part-time, seasonal and job share employees shall be granted such leave in a prorated amount of eighteen (18) hours based on the same percentage, or fraction of month, they are hired to work provided it is anticipated that they will work 1040 hours during the fiscal year.

Section 2.

Should any part-time employee fail to work 1,040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee's July paid August check or final check, whichever comes first.

Section 3.

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

Section 4.

Such leave may be used by an employee for any purpose he/she desires and may be taken at times mutually agreeable to the work unit and the employee. Employees who have prescheduled on any of the three (3) annual vacation sign-ups and have approved vacation blocks, may at the time of the vacation period replace prescheduled and approved vacation hours with available personal leave hours.

**ARTICLE 36 - LEAVE WITH PAY**

Employees shall be granted a leave of absence with pay in accordance with Sections 1-4 and 7.

Section 1. Service with a Jury (including jury selection process).

The employee may keep any money paid by the court for service on a jury. Whenever possible, subject to Division operating requirements, employees selected by proper authority for jury duty will at the employee's request, be placed on a day shift schedule during the period they are obligated to report and/or serve jury service. The Employer shall not suffer any penalty payments for the change in the work schedule of the employee on jury duty. (See also, Article 37, Section 6).

Section 2.

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 duty. An employee may keep any money paid in connection with the appearance. (See also, Article 37, Section 6).

Section 3.

Taking part without pay in a search and rescue operation at the specific request of any law enforcement agency, the Administrator of the Board of Aeronautics, the United States Forest Service, or any legal organization of Civil Defense, for a period of not more than five (5) working days.

Section 4.

Other authorized duties in connection with State business.

Section 5.

An employee who has been employed in State Service for six (6) months or more who is a member of the National Guard or any Reserve component of the Armed Forces of the United States, is entitled to leave of absence from employee duty as provided by ORS 408.290. (See also, Article 37, Section 4).

Section 6.

Subject to availability of fiscal and staffing resources, an employee may be granted an educational leave in which the Division may defray a part or all of the cost, either through allotment or through payment of a salary. Each request for leave must be approved by the Personnel Director or his/her designee. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

Section 7.

Any time proclaimed by the Governor as a leave of absence with pay which is intended to apply to employees covered by this Agreement.

Section 8. Pre-Retirement Counseling Leave

Within ten (10) years of the employee's compulsory retirement date, or within one (1) year of the date upon which federal reduced retirement benefits would first be available, each employee shall be granted up to three and one-half (3 1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. The employee shall request the use of leave provided in this article at least five (5) days prior to the intended date of use.

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

When the dates requested for pre-retirement counseling leave cannot be granted for the above reason, the Division shall offer the employee the 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 9.

On recognized federal and state election days, the work will be arranged to allow the employees the opportunity to vote.

**ARTICLE 37 - LEAVES OF ABSENCE WITHOUT PAY**

Section 1.

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

Section 2.

In instances where in the opinion of the Division the work of the Division shall not be handicapped by the temporary absence of an employee, the employee may be granted a leave of absence without pay or educational leave without pay for up to one (1) year, subject to Division approval. Any authorized leave of absence without pay does not constitute separation from State service.



### Section 3.

Time spent on leave without pay in excess of ninety (90) consecutive calendar days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from job-incurred disability or military leave consistent with Veterans' Reemployment Rights Leave, Title 38, USC Chapter 43. Additionally, the employee shall not be eligible to accrue vacation or sick leave hours.

### Section 4.

An employee who has received official notice from the National Guard or any reserve component of the armed forces of the United States shall be given such military leave without pay as may be provided by law. However, reduction in salary will not be made for an FLSA exempt employee on temporary military leave except for full work week increments where such leave causes an absence of one (1) or more full work weeks. (See also, Article 36, Section 5

### Section 5. Peace Corps Leave Without Pay.

Upon completion of his/her service in the Peace Corps, a regular employee shall have the right to return to a position in the same classification as his/her last held position and at the

### Section 6. Court Appearance Leave Without Pay.

An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties. However, such reduction in salary will not be made for an FLSA exempt employee to testify in court or at a deposition except for full work week increments where such testimony causes an absence of one (1) or more full work weeks. (See also, Article 36, Sections 1 & 2).

### Section 7. Family Medical Leave.

Each employee shall be granted a leave of absence for a reasonable period of time, but not to exceed twelve (12) weeks per year, to care for family obligations and/or responsibilities, i.e. birth, adoption, death, illness pursuant to the provisions of the State and Federal Family Leave Acts.

a. When an employee has received approval for Family Medical leave without pay that exceeds fifteen (15) calendar days, the employee shall, before being placed on leave without pay status exhaust all but twenty-four hours of sick leave and exhaust all accrued vacation time **unless covered by another insurance company**. The employee may, at his or her option, utilize any or all accrued compensatory time during this period.

b. While an employee is on leave without pay status, he/she shall not be allowed to use accrued time in order to retain the Employer's contribution for insurance plans\_however, it is understood that the employer shall continue to provide its contribution to insurance through a period of leave without pay which qualifies as Federal Family Medical Leave.

c. This section shall not be used by employees to circumvent Article 31 (Vacation Leave).

### Section 8.

a. When an employee has received approval for leave without pay that exceeds fifteen (15) calendar days other than State or Federal Family Medical Leave, the employee shall, before being placed on leave without pay status:

1. exhaust all accrued compensatory time off;
  2. reduce the number of hours of accrued vacation leave to twenty-four (24) hours.
- b. While an employee is on leave without pay status, he/she shall not be allowed to use accrued time in order to retain the Employer's contribution for insurance plans.
- c. This section shall not be used by employees to circumvent Article 30 (Vacation Leave).
- d. In cases where the leave of absence is requested because of medical reasons accompanied by a signed physician's statement, subsection (a) (2) will be utilized at the option of the employee.

#### Section 9.

Unauthorized absences of employees from duty shall be deemed to be absence without leave (AWOL) and may be grounds for disciplinary action by the Division. Employees may be allowed to cover such absences with accrued compensatory time or vacation time if the Division considers extenuating circumstances existed. An employee who absents him/herself for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

### **ARTICLE 38 - INCLEMENT WEATHER**

#### Section 1.

When, in the judgment of the Division, weather conditions require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of his/her work shift. Nothing in this section shall preclude the authority of the Division to reassign employees to other work for the balance of the shift.

#### Section 2.

When individuals are late due to inclement weather, they shall be allowed to work over to fill their regular length of shift, if they so desire, provided that, in the opinion of the Site Administrator, there is appropriate work available that the employee could be assigned based on the Program's operating requirements. The employee may request this arrangement from his/her supervisor. The employee agrees to waive any and all penalty payments as a result of making up such work hours.

If the Division determines there is no work available, the employee shall be on leave without pay for the hours not worked on his/her regular shift. However, such reduction in salary will not be made for an FLSA exempt employee except for full work week increments where the Division has determined there is not work available and absence of one (1) or more full work weeks occurs.

When individuals are unable to report to work because of inclement weather, time lost is considered approved leave without pay. Employees may request and shall be allowed to use accrued vacation or compensatory time.

While the Site Administrator has the authority to approve time off pursuant to this section, any denial of a request to use vacation/comp time shall require both the Site Administrator's and Program Administrator's signature.

### **ARTICLE 39 - SICK LEAVE**

### Section 1.

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

### Section 2.

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

### Section 3.

Actual time worked and all leave with pay (except for educational leave) shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee works thirty-two (32) hours or more that month. Leave without pay resulting from authorized leave for Union activities or on-the-job injury shall not cause sick leave proration unless that leave extends beyond fourteen (14) days. Employees shall be eligible to utilize sick leave immediately upon accrual.

### Section 4.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, or another member of the immediate household) where the employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee **shall** make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. **An employee may prearrange use of sick leave as per this section with reasonable notice and the Division will accommodate such reasonable request.** Certification of the attending physician or practitioner may be required by the Division to support the employee's claim for sick leave if the employee is absent in excess of seven (7) consecutive days, or if the Division has reason to believe that the employee is abusing sick leave privileges. The Division may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Division has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any costs associated with the supplying of a certificate shall be borne by the employee. In cases of pregnancy, the Division may require a certificate from the attending physician to determine if the employee should be allowed to work.

### Section 5. Sick Leave Usage for Non-Job-Incurred Injury.

An employee's written request to utilize accumulated compensatory time or vacation time after earned sick leave has been exhausted will be granted by the Division for extended illness or surgical recovery. Such requests, including any required physician's slips, shall be submitted within five (5) working days of return to work. Extended illness shall be defined as four (4) work days or more of absence due to illness. The Division may require that the employee provide a statement from the physician of the employee's inability to work before any vacation or compensatory time off is granted. Any costs associated with the supplying of such certificate concerning a non-job-incurred injury or

illness shall be borne by the employee. In the event of the 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 leave may be cancelled by registered letter to the last known address. Failure to return to work or supply a certificate within five (5) calendar days of delivery or attempted delivery shall be deemed a resignation.

Section 6.

The employee shall have all his/her accrued sick leave credits transferred when the employee is transferred to a different State agency.

Section 7.

A note from a doctor does not, in and of itself, authorize a leave pursuant to this Article.

**ARTICLE 40 - WORKERS' COMPENSATION**

Section 1.

All on-the-job accidents or exposure to serious communicable diseases are to be reported to the Division on the appropriate Division occupational injury report form. All incidents and injuries must be reported as soon as possible, but always before leaving the premises, unless prevented from doing so due to the need for emergency medical treatment, or unawareness of the injury but in all cases, upon lost time or medical attention. If emergency medical treatment is required, the employee must, at a minimum, notify the supervisor within 24 hours after receiving the emergency medical treatment and report in person to complete forms as soon as physically able.

Section 2. Temporary Modified Assignment.

If an employee is released by the attending physician for return to a temporary modified assignment, and the employee is not medically stationary but is expected to be able to resume full duties of his/her previous position within ninety (90) days, the Division shall offer such work as the employee is capable of performing and which as determined by the Division is available during the ninety (90) day period. Such short term assignments shall be made without regard to procedures for Voluntary Transfers Within Class and Demotions (Article 39). If the employee refuses such assignment, the Division will notify SAIF of the refusal.

Section 3. Return to Regular Duty.

a. Demand to Return. Upon initial request to return from on-the-job injury to a permanent position, certification by the attending physician that the physician releases the employee to return to his/her regular employment shall be prima facie evidence that the employee should be able to perform such duties. This does not, however, preclude the Division from obtaining further information relative to the Employee's condition.

b. Demand to Return to Former Position or Classification. Upon demand to return, an employee who has sustained a compensable injury and is medically stationary shall be reinstated to his/her former position, or a position of the employee's choice within the Division which the Division determined is available and suitable, provided that the employee is not disabled from performing the duties of such position. The employee shall have the automatic right to reinstatement to his/her former position in accordance with State laws and regulations.

c. Demand to Return to Other Position(s) That Is Available and Suitable. Employees requiring a change in work assignment on return from on-the-job injury which is deemed by the

attending physician to limit an employee's work capabilities on a permanent basis for more than ninety (90) days shall be assigned if possible by the Division in the same classification or a classification in the same salary range which he/she is capable of performing or a higher classification at a higher salary range if the Division deems appropriate and the employee is capable of performing the job and is qualified for the job. If not possible, other assignments shall be offered in accordance with State laws and regulations. Employees changing their work assignment under the provisions of this Section are not subject to Article 39 (Voluntary Transfers Within Class and Demotions) or Article 41 (Promotions). The Union shall be notified of such transfers.

#### Section 4.

When an employee chooses any of the options #1-4 below, 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, and/or vacation leave, and/or compensation time:

Option #1 - An employee may choose to use accrued sick leave during the period in which Workers' Compensation is being received.

Option #2 - An employee may choose to use accumulated compensatory time during the period in which Workers' Compensation is being received.

Option #3 - An employee may choose to use accumulated vacation and/or personal leave time during the period in which Workers' Compensation is being received.

Option #4 - An employee may choose to use any combination of Option #1, #2, and/or #3 during the period in which Workers' Compensation is being received.

Option #5 - An employee may choose not to use any accumulated leave time during the period in which the Workers' Compensation is being received. If an employee chooses this option they will be placed on approved sick leave without pay status.

An employee shall choose which option(s) they want to use as soon as possible within the pay period in which their compensable time loss from work began. Where the injury or illness occurs within the last two days of the pay period, the employee shall make his/her election by the time the next mid-month time sheet is submitted. Once they have chosen their option(s), a change in option may not be made during the entire period of time the employee is on compensable injury leave status unless approved by the Agency.

When an employee chooses any of the options #1-4 above, and when that accumulated time is exhausted, they will be placed on approved sick leave without pay status during the period in which Workers' Compensation is being received.

### **ARTICLE 41 - VOLUNTARY TRANSFERS WITHIN CLASS AND DEMOTIONS**

The purpose of this procedure is to provide an orderly means for employees to request transfers to vacant positions in the bargaining unit in the same classification or demotions to vacant positions in lower classifications.

#### Section 1. General.

- a. This procedure applies first to voluntary transfers, second to demotions of employees to fill vacant positions.
- b. This procedure will be used as the first step in filling all vacancies in the SOCP.
- c. A vacancy shall be defined as an unfilled position the Division intends to fill.

d. In Section 2 (A and B) the employee with the greatest seniority with the SOCP (then FTC if tied) shall be selected unless the employee is disqualified by the Division for job-related reasons. No level of discipline shall stop an in house transfer. A salary reduction that is not one (1) year old shall stop any out of house transfer. Special circumstances may be appealed to the SOCP Administrator.

**e. An employee must submit in writing for a bid to be valid. That bid must be rescinded in writing prior to the close of posting if the employee does not want to be considered for the bid.**

## Section 2. Procedure.

### a. Class Transfer and Demotions Within The Work Site.

1. A. Regular status employees within the work site where the vacancy occurs shall have first chance for the vacancy.

**B. Future transfer bids within the worksite shall be considered last in house for a period of ninety (90) days before going out of house and/or being given to any one on trial service.**

### b. Class Transfers Into a Work Site.

1. A. An employee who transfers into a work site shall be allowed to bid future transfers within the work site however his/her bid shall be considered last for a period of **ninety (90) days before going out of house and/or being given to anyone on trial service.**

**B. Any employee who has received notification of a successful position bid into a new work site shall be considered part of that work site no later than ten (10) days after notification.**

2. If the most senior employee is denied a lateral transfer, he/she shall receive a written explanation of the denial, upon request.

3. The house manager concerned shall post vacancies in their respective work sites for a minimum of three (3) days, or seven (7) days where employees work a four-ten or two-sixteen work schedule. All vacancies posted shall include information regarding the vacant position's shift, days off, work area (where appropriate) and general summary of duties.

4. The house manager concerned shall:

A. Fill the vacancy with a current work site employee by first offering the vacant position to qualified transfer applicants and second, offering the remaining vacant position to qualified demotion candidates, third, offering the remaining vacancy to the trial service employees and report the resulting vacancy to the SOCP Administrative Office, or,

B. In the event no current work site employee applies for the vacancy or all are disqualified, the vacancy shall be referred to the SOCP Administrative Office.

### c. Class Transfer or Demotion to Outside the Work Site.

1. Vacancies not filled by current work site employees shall be referred to the SOCP Administrative Office.

2. Announcements will be made via the SOCP Administrative Offices on work site bulletin boards (posting to remain up for seven (7) days) regarding the classification of the vacancy, employing supervisor, and date the vacancy was posted.

3. Current employees desiring to transfer into a current posted vacancy will submit the transfer request in writing to SOCP Administrative Office during the seven-day posting period. The SOCP Administrative Office will provide a list of those applicants to the house manager with the vacant position.

4. The house manager shall either:
  - A. Fill the vacancy, or
  - B. In the event no current employee is applying for the vacancy, or those who apply are disqualified, the Division shall fill the vacancy using other procedures.

Section 3.

Assignments of trial service employees for on the job training may be made without regard to provisions of this Article.

Section 4.

The provisions of this article are superseded for transfers effected in accordance with the Article on Workers' Compensation.

**ARTICLE 42 - INVOLUNTARY TRANSFERS**

Section 1.

This Article applies to involuntary transfers of regular status employees from one position to another position in the same classification.

Section 2.

The Division shall not arbitrarily transfer an employee for disciplinary reasons.

Section 3.

When it is necessary to fill a vacancy through an involuntary transfer because of Division operating requirements, the Division shall assign the most junior qualified employee in the work unit. The employee shall be notified ten (10) days before the transfer occurs.

Section 4.

When, in the opinion of the Division, it becomes necessary to administratively transfer a particular employee, the Division shall notify the employee and the Union of the transfer and the reasons for it. The Union shall be notified before such transfer occurs. The Division shall not transfer an employee for arbitrary or capricious reasons.

Section 5.

When a vacancy occurs in the work unit from which the employee was transferred and is not filled by a regular status employee within the work unit from which the employee was transferred, he/she will have first priority of filling said vacancy if the employee is on the Division transfer list of that work unit.

**ARTICLE 43 - PROMOTIONS**

Section 1.

The Division desires to fill vacancies with the best qualified applicants available. Within that context, the Division intends to insure that protected classes are given an opportunity to compete for all promotional openings within the bargaining unit. Subject to the requirements of affirmative action

and equal employment opportunity, if two (2) or more employees are equally qualified for the position, which qualifications will include but not be limited to work performance and work history, the promotion shall be given to the employee who has the greatest seniority with the SOCP. Should a tie exist, former service with Fairview which is contiguous with current SOCP employment will be used to break the tie.

Section 2.

When the Division determines it is reasonable to expect that current employees would qualify for a vacancy in the bargaining unit the Division intends to fill, the Division agrees to first offer the promotion to qualified bargaining unit promotional candidates when filling the vacancy; however, other recruitments may run concurrently.

Section 3.

SOCP promotion lists (per Section 2 above) shall be established by classification and consist of the names of all employees of the SOCP who has passed the appropriate promotion test.

Section 4.

When an employee is denied a promotion, he/she has the right to establish with the hiring authority a mutually agreeable time, date and place to discuss the matter. If the employee is still unsatisfied with the decision he/she may file a grievance under Article 15 (Grievance Procedure) of the contract.

Section 5.

The Division shall post all opportunities for examination on the Personnel Department bulletin board and send copies to work units as they occur.

Section 6.

The Union shall appoint two employees to be on each of the interview panels for this contract period.

**ARTICLE 44 - LIMITED DURATION APPOINTMENTS**

Section 1.

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award or legislative funding for a specific project. Such appointments shall be for a stated period normally not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects.

Section 2.

a. No newly hired person on a limited duration appointment shall be entitled to any layoff rights under this Agreement.

b. An employee appointed from regular status in the Division to a limited duration appointment in the Division shall be reinstated to his/her former position in the Division when the limited duration appointment is terminated.



### Section 3.

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

- a. That the appointment is of limited duration.
- b. The appointment may cease at any time.
- c. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2 (b) of this Article.
- d. That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, and Union representation under this Agreement.

### Section 4.

New employees can be hired into permanent positions under Limited Duration status under the following conditions:

- a. The position has been temporarily vacated due to job rotation, limited duration, extended leaves,
- b. The position is known to have limited work and funding, not to exceed two (2) years.

## **ARTICLE 45 - JOB SHARING**

### Section 1.

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

### Section 2.

Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to their immediate supervisor to be considered for a job share position. The immediate supervisor shall determine if job sharing is appropriate for a specific position. The requesting employee shall be responsible for recruiting another employee for the job share position. The Division Personnel Department will maintain a list of employees requesting to job share, and upon request will give the list to employees requesting to job share.

### Section 3.

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

### Section 4.

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

Section 5.

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

**ARTICLE 46 - RECLASSIFICATION PROCEDURE**

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

Section 1.

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

Section 2.

When an employee requests, in writing, that his/her position be reviewed for reclassification, the employee shall submit a completed Position Description Form and written explanation for a proposed reclassification request to the Personnel Director. **It is recommended that the employee and supervisor develop a Position Description that they mutually agree upon. Should the employee disagree with the description of duties in the revised Position Description following its review by his/her supervisor, the written explanation will include a complete discussion of those areas of disagreement.**

Section 3.

- a. The Division shall conduct a classification audit and review the merits of the request. The employee and Union shall be notified within 30 days of the request as to the Division's findings.
- b. If the findings indicate reclassification is justified, the Mental Health Division shall decide whether to seek legislative approval or to remove the duties from the position.

Section 4.

If a reclassification request, as approved, does not receive the necessary legislative approval required by ORS 291.371, the Division shall immediately change the duties of the employee to conform to the prior classification.

Section 5.

The effective date of a reclassification implemented under this Article shall not be later than the first of the month following legislative approval. Retroactive pay, to the date of the employee's request, will be paid if the employee has been performing the work in question for that period of time. The anniversary date for future step increases shall be established as the first of the month following

Section 6.

Any employee reclassified downward will retain their current rate of pay in the previous classification. It shall remain at that rate 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 and the salary review eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified. When a position is reclassified to another class with the same pay level or to a class that carries a lower salary range, the employee occupying that position shall be accorded corresponding employment in the new classification.

#### Section 7.

Any employee reclassified upward shall move into the new range at the closest step that is higher than their current rate but not less than a 4.5% increase except where such increase would exceed the top step of the new salary range.

#### Section 8.

If an employee is involuntarily classified downward or an employee's reclassification request is denied, the employee may appeal the decision to binding arbitration under this article of the Agreement. The appeal must be in writing and sent to the Labor Relations Division of the Department of Administrative Services within fifteen (15) calendar days of the date of the Division's decision or the date that decision was due. The appeal must state the reasons why the decision was inappropriate. If the arbitrator finds the Division's decision inappropriate, his/her authority shall extend only to referring the issue back to the Division for reconsideration. The Arbitrator shall have no power to substitute his/her discretion for the Division's discretion on classification matters. The Arbitrator shall retain continuous jurisdiction over reconsideration decisions by the Division under the same standards as set forth above in this Section. This section shall supersede Section 7 of Article 15 (Grievance Procedure) on the delineation of the Arbitrator's authority on matters addressed in this article.

### **ARTICLE 47 - REVIEW OF CLASSIFICATION SERIES**

#### Section 1.

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

#### Section 2.

The parties shall negotiate the salary range for new and materially revised classifications.

#### Section 3.

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

#### Section 4.

The Union may recommend classification studies to be conducted by the Human Resource Management Division including the reasons for the need for such studies.

## **ARTICLE 48 - LAYOFF**

The following procedure applies only to bargaining unit members employed in this bargaining unit and further precludes bargaining unit employees of all other state agencies from displacing any Division bargaining unit member. There shall be no cross-bumping between bargaining units in the Division.

### **Section 1.**

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

### **Section 2.**

Employees shall be laid off within geographic areas. The Willamette Valley including the Portland Metropolitan area shall be considered a geographic area. Should facilities be opened outside that area, the parties will negotiate an appropriate geographic area at that time. Service credits shall be recorded within the following categories: permanent full-time; and permanent part-time.

### **Section 3.**

The layoff procedure shall occur in the following manner:

- a. The Division shall determine the specific positions to be vacated.
- b. Temporary employees working in the classification in which a layoff occurs shall be terminated prior to the layoff of trial service or regular status employees.
- c. Permanent, full-time, regular status employees may displace permanent, full-time or permanent, part-time employees in the geographic area with less service credits under the options specified in Section 3d. Permanent, part-time employees may not displace any permanent, full-time regular employee.
- d. A regular status employee notified of a pending layoff shall select one (1) of the following options and communicate such choice, in writing, to the Division Personnel Director within ten (10) calendar days from the date of receipt of the written layoff notice:
  1. The employee may displace the employee in the (1) same work site, (2) secondly geographic area with the lowest service credits in the same classification where the layoff occurs.
  2. The employee may demote and displace the employee in the work site or geographic area who has the least service credits provided:
    - A. The employee has exhausted his/her options for placement under this section of this article;
    - B. The employee meets any minimum or special qualifications for the position.
  3. The employee may request to go on the Division Layoff List, which shall be in service credit order.

An employee exercising option 1 or 2 must meet the minimum qualifications of the position as stated in the class specifications plus any special qualifications stated in the position description and must be capable of performing the specific requirements of the position within two (2) weeks. The Division shall determine if the employee is capable of performing such duties.

If the employee cannot meet these requirements, he/she shall be entitled similar consideration to the position with the incumbent having the next highest service credit in the geographic area and so on, subject to the provisions of Section 4 of this Article.

#### Section 4.

When exercising options in Section 3, an employee shall only be eligible to displace another employee with a lower service credits in the classification.

#### Section 5.

Any employee displaced by another employee in the Division exercising his/her option under Section 3 may exercise the options available under Section 3.

#### Section 6. Job Share.

a. For the purpose of this Article, individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of service credit shall be considered as one (1) full-time equivalent, or, as two (2) part-time employees. This determination shall be made by the Division.

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

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

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

Any employee displaced by another employee exercising options under Section 3(d) (1), (2) and (3) may also exercise any option under Section 3(d).

#### Section 7.

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

a. One (1) point per month for each full month of unbroken service in the State excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of authorized leave without pay other than for Union activity or periods of leave less than ninety (90) days will be deducted from seniority calculations. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

b. If two (2) or more employees have equal service credit, the tie shall be broken by length of continuous service 1) with the Division and 2) in classification. If ties between employees still exist, the order of layoff shall be determined by the Division in such a manner as to conserve for the Division the service of the most qualified employee.

#### Section 8.

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

#### Section 9. Division Layoff Lists.

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

Employees may remain on layoff for up to two (2) years and shall not lose previously accrued seniority when employed within two (2) years.

#### Section 10. Recall.

Employees who are on a Division layoff list shall be recalled by beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position's classification and who is capable of performing the specific requirements of the position as stated on the position description within two (2) weeks. An employee who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the two week time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Division prior to being recalled to the position.

If an employee on a layoff list is offered a position in the geographic area from which he/she demoted or was laid off, he/she shall have one right of refusal. Upon a second refusal; however, the employee's name will be removed from the layoff list in that geographic area.

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

#### Section 11.

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, employees are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay; however, reduction in salary will not be made for an FLSA exempt employee on temporary interruption of employment except for full work week increments where such interruption causes an absence of one (1) or more full work weeks.

Employees affected by a temporary interruption of employment shall be released by SOCP seniority within the affected work unit.

#### Section 12.

Any employee laid off shall be paid for all accrued vacation and compensatory time at the rate being earned at the time of layoff.

#### Section 13.

Whenever there is an SOCP vacancy the Division intends to fill and an SOCP Layoff List exists for that classification, it shall be used after the lateral transfer procedure has been used.

#### Section 14.

Actions taken pursuant to this Article shall not be subject to Article 51 (Moving Allowance) or Article 52 (Reimbursement of Househunting Expenses).

## **ARTICLE 49 - RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR CLASSIFIED SERVICE**

### **Section 1.**

Voluntary demotion of a Management Service employee to a position in the bargaining unit will not occur until the provisions of Article 39, Section 2. A. 4.a. (Voluntary Transfers Within Class and Demotions) which affect lateral transfers have been completed. After compliance with Article 39, Section 2. A. 4. a. the Management Service employee may voluntarily demote into the bargaining unit before provisions of Article 41 (Promotions) must be considered.

### **Section 2.**

After termination of Unclassified or Exempt Service or removal from the Management Service, for reasons other than specified by ORS 240.555, an employee may be restored to a classification or equivalent to the predecessor classification in which he/she held full-time, regular status in the Division prior to appointment to the Unclassified, Management or Exempt Services. To be restored, the employee must meet position qualifications and shall be subject to the Collective Bargaining Contract where applicable; that is to say Article 46 (Layoff) of the Collective Bargaining Contract.

## **ARTICLE 50 - PERSONAL PROPERTY REIMBURSEMENT**

When an employee submits a timely claim involving personal property damaged by a resident, which is complete as prescribed by the Department of Administrative Services, the Division shall submit the claim to the Department of Administrative Services no later than seven (7) calendar days from receipt of the claim. The employee will receive reimbursement in full within sixty (60) days from the date of the claim, unless the claim is denied by the Department of Administrative Services.

## **ARTICLE 51 - STATE CARS AND MILEAGE REIMBURSEMENT**

### **Section 1.**

No employee shall use his/her private vehicle in the pursuit of official business without the specific authorization of the Division. Employees will not be authorized to regularly and routinely transport clients in an employee's private vehicle nor will they be instructed to use their private vehicle except in the case of a medical necessity.

### **Section 2.**

**Mileage Allowance: Reimbursements and procedures for authorized private vehicle usage will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00.PO, and its successors. Changes in this policy will be automatically incorporated into this contract article.**

### **Section 3.**

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

## **ARTICLE 52 - TRAVEL REIMBURSEMENT**

### Section 1.

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

Employee's residence is the actual dwelling place of the employee, determined without regard to any other legal or mailing address. Receipts for lodging must be attached to the Travel Expense Detail Sheet before reimbursement shall be made.

### Section 2. Expenses for Meals.

Notwithstanding Section 1, expenses for meals shall be reimbursed when the employee is responsible for providing a meal for an individual who is in the care, custody, or control of the state.

### Section 3.

If an employee is assigned by the Division to accompany residents on off-residence activities, the Division shall reimburse the employee for out-of-pocket expenses directly related to the resident's planned activity. Receipts will be required before reimbursement shall be approved. Unless use of petty cash has been approved, reimbursement requests shall be submitted to the Site Administrator using the Travel Expense Reimbursement form.

### Section 4.

The reimbursement check will be available no later than twenty (20) working days from the date that proper and complete documentation.

## **ARTICLE 53 - MOVING ALLOWANCE & REIMBURSEMENT OF HOUSEHUNTING COSTS**

Employees transferred to a new official station of the Division at the order of the Division (not volunteers) shall be reimbursed as **follows:**

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

## **ARTICLE 54 - SAFETY**

### Section 1.

The Employer agrees to provide a safe and healthy work environment insofar as practicable.

### Section 2.



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

### Section 3.

If an employee claims that an assigned job or assigned equipment is unsafe or might unduly endanger his/her health and, for that reason refuses to do that job or use the equipment, the employee shall immediately give the reasons for this conclusion to his/her supervisor, in writing, and may exercise his/her right to request an immediate determination by a representative of the appropriate governmental agency (such as OSHA, Fire Marshal, Joint Safety Committee) as to the safety of the job in question. The supervisor may agree or choose to make the request. A Union Steward may decline to accompany the governmental agency representative and employee during this determination.

### Section 4.

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

### Section 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 Division unless the employee's claim is upheld.

### Section 6.

The Union shall have the opportunity to present information and participate in discussions with the Division's Safety Committee meeting. The Union will be notified before the scheduled meeting.

### Section 7.

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

### Section 8.

Safety grievances filed in accordance with Article 15 (Grievance Procedure) shall be filed on a special color coded grievance form to signify the importance of expedited handling.

## **ARTICLE 55 - HAZARD EXPOSURE**

### Section 1. Immunization and Testing.

If in the conduct of official duties an employee is exposed to communicable diseases which would require immunization or testing, or if required by the Division, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee and without deduction from accrued sick leave.

### Section 2. Medical Monitoring.

Regular medical monitoring will be provided where needed as required by law or at the recommendation of the Safety Committee. An employee's records pertaining to medical monitoring shall be accessible to that employee and the Union.

## **ARTICLE 56 - TRAINING AND EDUCATION**

### **Section 1.**

The Division will pay incurred tuition/registration and allowable travel expenses and salary when the Division directs an employee to attend training. Subject to funding and staffing needs, employees may request Division sponsored training and will be considered based on job relatedness with the employee's current position. The Division shall make available all relevant training and education opportunity information that it has available to it and will post such information on work site bulletin boards.

### **Section 2.**

Subject to Division operating requirements, employees may be granted time off with pay to take job related education courses or training sessions.

### **Section 3.**

The Division will consider the Union education committee's written input on the development of new inservice training programs. The committee may, upon request, review and obtain appropriate training materials and information.

### **Section 4.**

Employees shall be responsible for all costs for courses necessary for maintenance of professional licenses and certificates unless management agrees the course(s) is pertinent to the employee's job assignment.

### **Section 5.**

All employees shall receive a minimum of twelve (12) hours of training annually.

### **Section 6.**

All employees shall have the equal opportunity to apply for and be considered for training programs regardless of current classification. Participation shall be based on 1) relevance to current job duties, 2) relevance to promotional opportunity, 3) staffing/budget needs and FLSA liability.

## **ARTICLE 57 - MEDICINE AND TREATMENT DUTIES**

### **Section 1. Training.**

a. Prior to any administration of medications or application of treatments each non-CMA employee shall receive a minimum of three (3) hours training on proper administration and treatment techniques as well as documentation requirements.

b. Each individual involved with medication and treatment duties shall receive no less than twelve (12) hours per year of in-service provided by qualified personnel.

### **Section 2.**

a. The Employer shall make every attempt to provide pre-packaged daily doses verses bottle prescriptions.

b. The Employer shall make every attempt to provide the on-site availability of all equipment necessary to meet sanitation standards and Nursing Board standards.

## **ARTICLE 58 - NEGOTIATIONS**

The Employer agrees to release up to **five (5)** employees with the Employer paying for the release time to a maximum of **ninety (90)** hours per employee and the Union reimbursing for remaining time loss provided there are not more than two (2) from the same **address**, for attendance at negotiating sessions during the period of negotiations. It is understood that the union may open this article for further negotiations if the employer paid release time is nearing exhaustion.

Negotiations shall be conducted during normal working hours unless otherwise agreed upon. The employee must give prior notice to the supervisor and attendance records will be mutually maintained by management and AFSCME negotiators. The Employer will not incur an overtime obligation as a result of employees participating in negotiations, nor will an employee receive compensation for attending negotiating sessions scheduled during that person's normal days off. While not obliged to do so, an employee may request to have his/her shift preadjusted so that his/her shift or portion of shift may be more compatible with prescheduled negotiation hours.

## **ARTICLE 59 - LEGISLATIVE ACTION**

### **Section 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 2.**

Upon signing this Agreement, both parties shall promptly submit, and jointly recommend to the Legislative Assembly or the Emergency Board, the passage of the funding necessary to implement this Agreement, as well as any changes in statute which may be required to accomplish that purpose.

### **Section 3.**

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Section, then the Employer and the 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 59 (Savings).

### **Section 4.**

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

## **ARTICLE 60 - 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 shall remain in effect. The Employer and the

Union agree to immediately meet, negotiate, and agreed 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.

## **ARTICLE 61 - TERM OF AGREEMENT**

This Agreement shall be in effect from the date of the signing this Agreement, and, except as amended or modified, shall remain in full force and effect until June 30, 2003.

## **ARTICLE 62 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS**

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

### **Section 1.**

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

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

1. The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;
2. The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and
3. The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within 30 calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

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

In this process each of the designees may identify one alternate class that he/she determines

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

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

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

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

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

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

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

**LETTER OF AGREEMENT**

Because this agreement includes an overtime calculation provision which includes all paid leave time utilized to determine overtime after either eight (8) hours in a work day or forty (40) hours in a work week, the parties agree to discuss leave use in a labor-management committee should available data demonstrate a significant increase in overtime which can be attributed to unscheduled absences.

**LETTER OF AGREEMENT**

**This Letter of Agreement is entered into between the State of Oregon Department of Administrative Services (hereinafter the “employer”) on behalf of the DHS-Seniors and People With Disabilities. State Operated Community Program and the American Federation of State, County and Municipal Employees Local 1246, (Community Services Unit) Council 75 (hereinafter the “union”).**

**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.**

**While serving as an HTT1 underfilling an HTT2 position, an employee will be paid 5% below the first step of an HTT2.**

**After qualifying for an HTT2 position by serving either six months as an HTT (either as a temp or HTT1 underfilling for a HTT2 position), an employee will be classified as an HTT2 and move to step 1 of the HTT2 salary range. The employee’s salary eligibility date shall be established 12 months from that date.**

**Seniority shall include any time spent in an underfill capacity.**

**This Letter of Agreement is effective September 1, 2000**

                  /s/ 10/12/00  
**Colleen Savage, AFSCME                  Date**

                  /s/ 10/12/00  
**Keith Menk, MHDDSD                  Date**

                  /s/ 10/12/00  
**Janis B. Weeks, State of Oregon                  Date**

**LETTER OF INTENT**

The parties agree to continue the long-standing practice of holiday compensation time for SOCP only, as follows:

For employees working twelve (12) or sixteen (16) hour shifts (including overtime), employees will receive time and one-half (1 ½) for all hours worked on the holiday and twelve (12) or sixteen (16) hours holiday compensation time credited, respectively.

Any other employee assuming an extended-beyond-eight- (8) hour-position after the signing of this agreement will either revert to eight (8) hour shifts during a holiday work week or will receive time and one-half (1 ½) for all hours worked on a holiday plus eight (8) hours compensation time credit.

For any employee not working the holiday due to a regularly scheduled day off, they will be credited with eight (8) hours compensation time.

Any employee who works in a position which is longer than eight (8) hours a day and who takes the holiday off as a leave day will continue to receive eight (8) hours holiday credit and must use appropriate accrued leave or leave without pay for the balance of the regularly scheduled shift.

/s/ 11/2/01  
\_\_\_\_\_

Colleen Savage, AFSCME      Date  
AFSCME Council Representative

/s/ 11/2/00  
\_\_\_\_\_

Janis B. Weeks      Date  
DAS, State of Oregon

Signed this 10<sup>th</sup> day of December, **2001**.

FOR THE STATE OF OREGON:

FOR THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES:

---

Mike Greenfield, Director  
Department of Administrative Services

---

Colleen Savage  
Council Representative

---

Dan Kennedy, Administrator  
Human Resource Services Division  
Department of Administrative Services

---

Neajuana Nixon-Simon  
Negotiating Team

---

Janis Weeks, Sr. Labor Relations Manager  
Labor Relations Unit  
Department of Administrative Services

---

Tim McLoud  
Negotiating Team

---

Richard Luster  
Negotiating Team

---

Steve Marrs  
Negotiating Team

---

Steve Eli  
Negotiating Team