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IDnum 180 **Language** English **Country** United States **State** OR

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

Local

Occupations Represented
Human resources, training, and labor relations managers and specialists

Bargaining Agency State of Oregon Department of Administrative Services

Agency industrial classification (NAICS):

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

BETWEEN

THE

STATE OF OREGON

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

FOR

EMPLOYMENT DEPARTMENT HEARING OFFICER PANEL

1999 – 2003

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PREAMBLE

This Agreement is by and between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Employment Department (Agency) and AFSCME Council 75 (Union) for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as recognized by the Employer or certified by the Employment Relations Board.

ARTICLE 1 - RECOGNITION

Section 1.

- (a) Pursuant to HB2525, the Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for all classified employees classified as Liquor Control Commission Hearing Officer, Construction Contractors Board Hearing Officer, Office Specialist 2 and Administrative Specialist 1 or their successor classifications.
- (b) The bargaining unit excludes temporary employees, supervisors, managerial and confidential employees as defined by law or determined by the Employment Relations Board and employees represented by other Unions.

Section 2. This Agreement binds the Union and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the Employer and the Agency and any person designated by it to act on their behalf.

ARTICLE 2 - UNIT CLARIFICATION

Section 1. Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.

Section 2. Before excluding from the bargaining unit any position filled by an AFSCME-represented employee, the Employer shall send a list of exclusions to the Union along with position descriptions. Those positions questioned by the Union shall be discussed with the Employer within ten (10) days from the date of notification.

ARTICLE 3 - LAWS AND REGULATIONS

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

ARTICLE 4 - COMPLETE AGREEMENT/INTERIM BARGAINING

Section 1. This Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained pursuant to ORS 243 et seq. Neither party shall be required, during the term of this Agreement, to negotiate upon any other issue. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

Section 2.

- (a) The Employer will make changes regarding mandatory subjects of bargaining only after compliance with any bargaining obligations under ORS 243 et seq. Alleged violations of this article shall not be grievable but shall be addressed exclusively by unfair labor practice complaints under ORS 243.672(1)(e) and (2)(b). The Union agrees any unfair labor practice complaint will be filed no later than ninety (90) days after the alleged unilateral change.
- (b) Notwithstanding Article 6 (No Strike/Lockout), if the parties do not reach agreement, the Union may exercise its right to strike consistent with the dispute resolution procedures outlined under ORS 243 et seq.

Section 3. Nothing in this article is intended to inhibit the Agency from issuing directives and/or statements that interpret or effectuate a contractual obligation. However, a copy of such statements or directives shall be sent to the Union as soon as possible before implementation. Upon request of the Union, the Agency agrees to meet and discuss the directive or statement.

Section 4. Time limits specified in this procedure must be observed unless either party requests and is granted a specific extension of time. Such extension must be stipulated in writing and shall become part of the record.

ARTICLE 5 - MANAGEMENT RIGHTS

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

ARTICLE 6 - STRIKES, PICKETS AND LOCKOUTS

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

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

ARTICLE 7 - UNION RIGHTS

Section 1. The Union will select certain of its agents who are not Agency employees as "Union Representatives" and certify in writing their names to the Agency's Appointing Authority. The Union will update the list of authorized Union Representatives as needed or requested by the Agency.

Section 2. Union Representatives will be allowed to visit the work areas of bargaining unit employees during work hours, after advising the work section manager or designee of their presence for the purpose of meeting with employees regarding matters affecting their employment. Such visits are not to interfere with the normal flow of work.

Section 3. The internal business of the Union shall be conducted by the employees during their non-duty hours.

Section 4. Upon request and approval of the local office or section manager for the facility, the Union shall be allowed the use of the Agency facilities for meetings when such facilities are available and the meeting would not interfere with the business of the Agency.

Section 5. The Agency shall furnish each new employee with notice provided by the Union that the Union is the exclusive bargaining agent.

Section 6. Not more than fifteen (15) minutes shall be granted for the Union to make a presentation at the orientation of a new employee or group of new employees or at such other time agreeable to the Agency. The purpose of the Union's presentation shall be the purpose of identifying the Union's status, organizational benefits, facilities, related information and distributing and collecting membership applications. This time is not be used for discussion of labor/management disputes. The Agency shall provide the Union advance notice of the time and place of new employee orientation meetings.

Section 7.

- (a) The Agency shall provide a 36" X 24" bulletin board in all office locations owned or leased by the Agency for the Hearing Panel for the use of the Union in communications dealing with Union functions, meetings, elections, Union appointments and such other information as may be approved by the Agency's Appointing Authority or designee.
- (b) Union officers and stewards shall have the authorization to post messages to an electronic bulletin board for internal Union business, as stated in subsection (a) above, where the Agency currently uses such a system, provided all of the following conditions are met:
 - (1) The electronic bulletin board system shall not be used for interactive communications;
 - (2) Usage shall comply with Agency policies applicable to all users such as protection of confidential information and security of equipment;
 - (3) There shall be no additional cost to the Agency for use of the electronic bulletin board program; and
 - (4) Authorized Union-represented employees who post messages to the system shall do so on their own time.

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

ARTICLE 8 - UNION SECURITY

Section 1. The Union shall be provided payroll deductions for its regular monthly dues in accordance with and as entitled to under ORS 292.055.

Section 2.

- (a) The Agency agrees to deduct the monthly membership dues from the pay of those employees who individually request such deductions in writing. The amount to be deducted shall be certified to the Agency by the Treasurer of the Union, and the aggregate deductions shall be remitted monthly together with an itemized statement to the Treasurer of the Union.
- (b) Dues for employees working less than thirty-two (32) hours per week will be on a prorated basis as outlined in Union policy. It shall be the responsibility of the Agency's payroll unit to notify the Union of employee names and social security numbers working less than thirty two (32) hours per week for the purpose of prorating dues.

Section 3.

- (a) Employees in the bargaining unit who are not members of the Union shall make payment in lieu of dues to the Union. Payments in lieu of dues shall be equivalent of regular Union dues. Beginning with the first payroll period after execution of this Agreement and on each period thereafter, the Agency will deduct from the wages of each bargaining unit employee who is not a Union member the payments in lieu of dues required by this Article. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment. The Agency shall remit a payment for all said deductions to the Union by the 20th of the month after the deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from whom deductions were made.
- (b) Payments in lieu of dues for employees working less than thirty-two (32) hours per week will be on a prorated basis as outlined by Union policy. It shall be the responsibility of the Agency's payroll unit to notify the Union of employees' names and social security numbers working less than thirty-two (32) hours per week for the purpose of prorating fair share.

Section 4. During the life of this Agreement, the Union will notify the Agency periodically of employees who have become members of the Union and to whom the fair share provisions of this article will not 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 equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Agency that this has been done. Notwithstanding an employee's claim of exemption under this Section, the Agency shall deduct payments in lieu of dues from the employee's wages pursuant to this Article until agreement has been reached between the employee and the Union.

Section 6. The Union shall provide the Agency payroll unit with Union applications/authorization forms. Payroll staff shall supply said applications to prospective members upon request, and shall process completed applications forwarding a copy to the Union immediately upon receipt.

Section 7. The Union agrees that it will indemnify, defend and save the Employer and Agency harmless from all suits, actions, proceedings, and claims against the Employer and the Agency or persons acting on behalf of the Employer and Agency for actions taken or not taken by the Employer or Agency whether for damages, compensation, reinstatement, or combination thereof arriving out of the Agency's implementation of this Article.

Section 8. The Department of Administrative Services and the Agency will, upon request of the Union, provide any regularly produced computer runs containing non-confidential statistics of the Union's bargaining unit members. This will include printouts showing names and addresses of all bargaining unit employees and monthly information currently furnished. Any costs incurred in compiling and photocopying these statistical reports under this Agreement shall be billed to the Local Union.

ARTICLE 9 - JOB STEWARDS

Section 1. The Agency shall recognize two (2) Job Stewards selected from Agency employees to represent Agency employees. The Union shall immediately notify the Agency of the names of Job Stewards and their successors upon their selection.

Section 2. Stewards may receive but not solicit, and may discuss complaints and grievances of employees on the premises and time of the Agency, but only to such extent as does not neglect, retard or interfere with the work and duties of the Job Stewards or with the work or duties of employees. Upon notice to their immediate supervisor, Job Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances.

If the permitted activities would interfere with either the Job Steward or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities without the proper notification and release by the supervisor(s) involved will be considered unauthorized leave without pay for both the Job Steward and the grieving employee. Each Job Steward shall maintain and furnish to his/her immediate supervisor, on a monthly basis, a record of dates and times spent on the functions described in this Article.

Section 3. The Agency agrees there shall be no reprisal, coercion, intimidation or discrimination against any Job Steward for the conduct of the functions described in this Article.

Section 4. At the Union's request and subject to the operating requirements of the Agency, Job Stewards for the Union shall be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay to attend the Union's Job Steward Training Session.

ARTICLE 10 - LABOR/MANAGEMENT COMMITTEE

Section 1. The parties hereby establish a labor/management committee for the Hearing Officer Panel. The committee will have two (2) employees from this bargaining unit appointed by the

Union and two (2) Agency management employees unless the committee mutually agrees otherwise. The committee will meet at least quarterly or as necessary upon mutual agreement.

Section 2. Committee members will be on pay status during the time spent in committee meetings. Approved time spent in meetings will not be charged to accrued leave or considered overtime worked.

Section 3. The committee shall not have the authority to negotiate changes to employee working conditions, violate the terms and conditions of this Agreement or resolve issues or disputes concerning the implementation of this Agreement including but not limited to grievances or unfair labor practices.

Section 4. The committee shall develop a charter consistent with Agency policy.

ARTICLE 11 - 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 to the Emergency Board, the passage of the funding necessary to implement this Agreement.

Section 3. Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Sections, then the Employer and Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided in Article 12 (Savings).

ARTICLE 12 - 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 agree upon a substitute for the portion or portions of the Agreement so affected and bring the provisions into conformance.

ARTICLE 13 - DISCIPLINE/DISCHARGE

Section 1. The principles of progressive discipline shall be used when appropriate. Discipline shall include but not be limited to written reprimands, pay reduction, demotion, suspension and dismissal. Discipline shall be imposed only for just cause.

Section 2.

- (a) Discharge of a regular status employee may be appealed by the employee or Union to Step 3 of the grievance procedure. The employee or Union may appeal the discharge by completing the Official Grievance Form and sending it to the Department of Administrative Services, Human Resource Services Division, Labor Relations Unit within thirty (30) calendar days from the effective date of the discharge.

- (b) Written reprimands, reductions in pay, demotions or suspensions without pay may be appealed by the employee or Union to Step 2 of the grievance procedure. The employee or Union may appeal the action by completing the Official Grievance Form and sending it to the Agency Appointing Authority within thirty (30) calendar days from the effective date of the action.

Section 3.

- (a) A written notice shall be given to a regular status employee against whom a charge, which may be cause for discharge, is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be discharged. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency at a time and date set forth in the notice, which date shall not be more than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Agency Appointing Authority the employee may be suspended with pay or be allowed to continue work as specified in the predismisal notice.
- (b) An employee reduced in pay, suspended or demoted shall receive written notice of the discipline with the specific charges and facts supporting the discipline.

Section 4. The Agency will not formally discipline an employee in front of other employees or the public.

Section 5. The Agency will forward all written reprimands, pay reductions, suspensions, demotions and discharges to the Union the same day the Agency notifies the employee.

Section 6. Unauthorized absence of the employee from duty shall be deemed to be absence without pay and may be grounds for disciplinary action by the Agency. Employees may be allowed to cover such absences with accrued vacation or compensatory time if the Agency agrees extenuating circumstances existed. Any employee who is absent for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as a dispute which arises concerning the application, meaning or interpretation of this Agreement and shall be processed in the following manner.

Section 2. Grievances involving disciplinary action shall be filed pursuant to Article 13, Section 2 (Discipline and Discharge).

Section 3. All grievances shall be processed in accordance with this Article and it shall be the sole and exclusive method for resolving grievances, except for the following articles :

Articles 1 and 2 (Recognition and Unit Clarification)
Article 15 (Equal Employment/Affirmative Action)
Article 18 (Classification and Classification Changes)
Article 4 (Complete Agreement/Interim Bargaining)

The following steps shall be used to process grievances:

Step 1. The employee, with or without Union representation, shall, within thirty (30) calendar days, file a grievance with the Chief Hearing Officer. The Chief Hearing Officer

or designee, shall respond to the grievance within fifteen (15) calendar days from the receipt of the grievance. Grievances shall be submitted using the Official Grievance Form (Attachment A).

Step 2. If the grievance is not resolved at Step 1, the employee or Union may appeal the grievance in writing to the Agency Head within fifteen (15) calendar days after the response is required from Step 1. The Agency Head or designee shall respond within fifteen (15) calendar days from the date of receipt of the grievance.

Step 3. If the grievance is not resolved at Step 2, the employee or Union may appeal the grievance in writing to the Department of Administrative Services, Human Resource Services Division, Labor Relations Unit. The Unit's representative shall respond within fifteen (15) calendar days from the date of 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 parties and they will abide thereby.

Step 4. Grievances which are not resolved at Step 3 may be appealed by the Union to arbitration. To be valid, an arbitration request must be in writing and sent to the Department of Administrative Services, Human Resource Services Division, Labor Relations Unit within fifteen (15) calendar days from the date of response from the Labor Relations Unit. 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 the parties.

If the grievance is submitted for arbitration, the Employer and Union will meet to attempt to formulate a submission agreement to be sent to the arbitrator.

Section 4. Neither the employee nor the Union shall expand upon the original elements and substance of the written grievance.

Section 5. Time limits may be extended by agreement of the parties confirmed in writing.

Section 6. Failure of the employee, or the Union on behalf of the employee, to comply with the time limits outlined above shall constitute abandonment of the grievance.

Section 7. Once a bargaining unit employee files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union.

Section 8. In the event that arbitration becomes necessary, the Employer and Union will select an arbitrator in the following manner:

- (a) The Employer and Union may mutually select an arbitrator.
- (b) If the parties do not mutually select an arbitrator, then they shall obtain a list of seven (7) qualified Oregon only arbitrators from the Employment Relations Board and select one arbitrator from the list by alternately striking names, with the moving party striking first, until one (1) name remains on the list. The name remaining on the list shall be accepted as the arbitrator.

Section 9. The parties agree that the arbitrator's decision or award shall be final and binding on 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 the Agreement, to change an existing wage rate or

establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay, or to mitigate the penalty as equity suggests under the facts.

Section 10. 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 11. An employee may choose to proceed without Union representation as outlined in ORS 243.666(2) through Step 3 of the grievance procedure. However, only the Union may submit a grievance to arbitration.

Section 12. If at any step of the grievance procedure the Employer or Agency fails to issue a response within the specified time limits set forth in the Agreement, the grievance shall be automatically advanced to the next step of the grievance procedure unless withdrawn by the employee or the Union. In no case, however, will a grievance automatically advance to arbitration. If the employee or Union fails to meet the time limits specified herein, the grievance will be considered withdrawn and cannot be resubmitted.

Section 13. All group grievances, which are defined as two (2) or more employees which involve two or more immediate supervisors and grievances involving subject matter which is beyond the authority of the immediate supervisor to resolve, shall be filed at Step 2. All group grievances must be specific at the initial step of the grievance procedure and must detail the articles violated, all employees affected, and the reason for both.

ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1. The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, physical or mental disability, national origin, political affiliation or marital status. The Union further agrees that it will cooperate with the Agency's implementation of applicable federal and state laws and regulations, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, pertaining to affirmative action.

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

Discrimination complaints will not be subject to the grievance procedure contained in this Agreement.

Section 3.

- (a) The Employer and the Union agree to continue their policies of not discriminating against any employee because of sexual orientation.
- (b) Sexual orientation discrimination complaints will be subject to the grievance procedure until such time as the Bureau of Labor and Industries is given jurisdiction over such

matters. Once the Bureau of Labor and Industries is given jurisdiction, such complaints will be processed in the same manner as complaints in Sections 1 and 2.

ARTICLE 16 - AGENCY PERSONNEL POLICIES

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

ARTICLE 17 - EDUCATION AND TRAINING

Section 1. The Agency will determine training needs, programs, procedures and the selection of employees for training or educational opportunities.

Section 2.

- (a) The Agency will pay incurred tuition/registration, allowable travel expenses and salary when the Agency directs employees to attend training.
- (b) Employees may request Agency approval of job-related training and/or educational opportunities, and such requests will be considered based on job requirements, workload needs and funding.
- (c) Training and educational opportunities will be timely posted on the Agency's electronic bulletin board, and may be posted in hard copy on Agency work site bulletin boards.

Section 3. The Agency and the Union acknowledge that training and continuing legal education opportunities for professional employees who are FLSA-exempt are frequently available from sources outside the Agency and outside of state government, and that employee participation in such programs may be of significant benefit to both the employee and the Agency.

Section 4. The Agency will offer approved First Aid and CPR training at least once each year. The Agency shall approve attendance by any employee who submits a written request to participate, in the form and within the time frames designated by the Agency.

Section 5. Beginning July 1, 2000, the Agency shall report in writing to the Labor/Management Committee, at least quarterly, regarding training and education for all Hearing Officer Panel employees. Each report will include a complete listing of all Agency-directed training and the names of any employee directed to attend. Each report will also include a complete listing of all Hearing Officer Panel employee requests for approval of job-related training and/or educational opportunities, including the name of the requesting employee, the training or educational opportunity requested, whether the Agency approved the request, and, if so, those expenses approved for payment by the Agency.

ARTICLE 18 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification

- (a) When the Agency assigns an employee, in writing, for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) consecutive calendar days, that employee shall be paid at the first step in the assigned

classification or five percent (5%) more than his/her current rate of pay, whichever is greater.

- (b) When such assignments are made to work out of classification for more than ten (10) consecutive calendar 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.
- (c) An employee who is underfilling a position shall be informed in writing that he/she is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level to the position, the employee shall be reclassified.
- (d) An employee who agrees to perform duties out of class for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. Such assignment shall not exceed six (6) months. A copy of the notice shall be placed in the employee's file.
- (e) The Employer and/or the Agency will not circumvent the work out of classification provisions of this Article through serial assignments of the major distinguishing duties of higher level classifications.

Section 2. Review of Classification Series. Before implementing a new classification or a major revision to an existing classification the parties, upon demand from the Union, will negotiate the pay rate, effective date and method of implementation.

Section 3. Reclassification Procedure

- (a) Employees request reclassification by submitting a Human Resource Services Division Position Description Form and a written explanation with all relevant evidence for the proposed reclassification to the Agency Appointing Authority with a copy to the employee's immediate supervisor.
- (b) The Agency shall review and verify the duties assigned to the position. Within sixty (60) days after receipt of the request, the Agency shall notify the employee of its findings. If the findings indicate reclassification, the Agency shall decide to seek approval if necessary or remove the duties.

Section 4. Upward Reclassification. When a position is reclassified upward, a regular status employee shall be continued in the position. He/she shall be advanced to the next higher class with the same status held in the lower classification if he/she meets the minimum qualifications and training requirements. When a position is reclassified upward and the incumbent does not have regular status, the position will be filled competitively at the higher level.

Section 5. Downward Reclassification

- (a) When a position is reclassified to another class at the same pay level or to a class that carries a lower salary range, the incumbent trial service or regular status employee shall be accorded corresponding status in the new class.
- (b) The Agency shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so within thirty (30) days prior to the effective date.

- (c) When an employee is reclassified downward, the employee's pay rate shall be the last salary rate earned in the salary range of 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 and 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.

Section 6. Equal Reclassification Rate. When an employee is reclassified to a position having the same salary range, his/her rate of pay will not be changed.

Section 7. Pay for Upward Reclassification. Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then whatever step of a new salary range constitutes a pay increase.

Section 8. Pay Date of Upward Reclassification.

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

Section 9. Pay for Upward Reclassification Denial. If the Legislature or Emergency Board does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclass request was received by the Agency Appointing Authority or designee to the date the duties were removed.

Section 10. Appeal of Denied Reclassification or Downward Reclassification.

- (a) If an employee's request is denied pursuant to Section 3 of this Article or an employee's position is reclassified downward pursuant to Section 5 of this Article, the Union may appeal the decision to the Agency Appointing Authority or designee within fifteen (15) calendar days after receipt of the Agency's decision. The written appeal must include the reasons why the Agency's decision was arbitrary. The Agency shall respond in writing within fifteen (15) calendar days from the receipt of the Union's appeal.
- (b) If the Agency's response does not resolve the matter, the Union may, within fifteen (15) calendar days from the date of the Agency response, appeal the decision to arbitration under this Article of the Agreement. The selection of an arbitrator shall be pursuant to Section 8 of Article 14 (Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services, Human Resource Services Division within fifteen (15) calendar days after receipt of the Agency's written response in subsection (a) of this Section. The appeal must state the following: The reasons why the decision was arbitrary.
- (c) The arbitrator shall allow the decision of the Agency to stand unless he/she finds the decision was arbitrary. If the arbitrator finds the Agency's decision is arbitrary, the arbitrator's authority shall extend only to stating if the employee's current classification is inappropriate. If the arbitrator finds the employee's current classification is inappropriate, he/she shall refer the issue to the Agency for reconsideration. The Agency

shall either remove the higher level duties or reclassify the position. The arbitrator shall have no power to substitute his/her discretion for the Agency's discretion on classification matters.

ARTICLE 19 - LAYOFF

Section 1. Layoff Procedure. A layoff is defined as a separation from service for involuntary reasons, other than resignations, not reflecting discredit on an employee. An employee and the Union shall be given written notice of layoff at least fifteen (15) calendar days before the effective date stating the reasons for the layoff.

The layoff procedure shall occur in the following manner:

- (a) The Agency shall determine the specific positions to be vacated.
- (b) Separate layoff lists will apply to full-time and part-time employees in a classification. Any full-time regular status employee shall be permitted to displace a part-time employee with less seniority. However, part-time employees shall not displace full-time employees. An initial trial service employee cannot displace any regular status employee.
- (c) Temporary employees working in the classification and geographic area in which the layoff occurs shall be terminated before the layoff of trial service or regular status employees.
- (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 Agency's Appointing Authority within five (5) calendar days from the date of receipt of the written layoff notice:
 - (1) The employee may displace the employee in the Agency with the lowest seniority in the same classification for which he/she is qualified in the same geographic area in the Agency where the layoff occurs and regardless of bargaining unit representation.
 - (2) If no positions are accessible under Section 1, subsection (d)(1), the employee may bump the employee in the Agency with the lowest seniority in the same geographic area in any classification within the same salary range in which the employee held regular status, including any predecessor classifications.
 - (3) The employee may demote to the lowest seniority position in any classification for which he/she is qualified within the Agency and geographic area and regardless of bargaining unit representation provided the employee has exhausted his/her option for placement under Section 1(d) (1).
 - (4) The employee may elect to be laid off. His/her name will be placed on the Agency Layoff List in seniority order.
- (e) An employee exercising option 1(d) (1) or (2) must meet the minimum qualifications of the position as stated in the class specification, plus any special qualifications stated in the position description and must be capable of performing the specific requirement of the position within two (2) weeks. The Agency shall be the sole determinant of whether the employee is capable of performing such duties. The Agency's decision can be grieved by the affected employee.

If an employee cannot meet these requirements, the employee may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in the next lower position has lower seniority than the employee displacing or demoting in the same geographic area in which the layoff is taking place.

Section 2. Computation of seniority for regular status employees shall be made as follows:

- (a) One (1) point per month for each month of continuous service with the State. A break in service is a separation from the service without pay for more than ninety (90) calendar days. All part-time service shall be credited on a prorated basis. If an employee subsequently returns to employment after a ninety (90) day break in service, he/she shall not regain previously accrued seniority unless such break in service occurred due to a layoff. Periods of authorized leave without pay will not count for seniority calculation. When a layoff is announced, seniority shall be frozen until the layoff and any subsequent bumping activity is completed.
- (b) If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given in priority order:
 - (1) Length of continuous service in the employee's current classification at the time of layoff,
 - (2) Length of continuous service with the Agency.

Section 3. Names of regular status employees of the Agency who have separated from the service of the State in good standing by layoff or who have demoted in lieu of layoff shall be placed on layoff lists in seniority order established by the class from which the employee was laid off or demoted in lieu of layoff. The life of a layoff list shall be two (2) years.

Employees who are on an Agency layoff list shall be recalled in seniority order beginning with the employee with the highest seniority within the same geographic area in which the layoff took place. Employees refusing the offer of a position from which he/she was laid off shall lose all future re-employment rights under this Article.

Section 4. Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do not exceed fifteen (15) consecutive work days, shall not be considered a layoff.

Section 5.

- (a) For purposes of Article 19 (Layoff), the two (2) geographic areas shall be as follows:

Portland: Beaverton, Downtown, East Multnomah, Hillsboro, North Portland, Oregon City.

Salem: Salem, Central Offices
- (b) Employees moving between offices in the same geographic area shall not be eligible for moving expenses.

ARTICLE 20 - SALARY ADMINISTRATION

Section 1.

- (a) Employees shall be eligible for consideration for merit salary increases following:
- (1) completion of the initial twelve (12) months of service;
 - (2) completion of six (6) months of service following promotion;
 - (3) annual periods after (a) or (b) above until the employee has reached the top step of the salary range.

The employee shall receive the increase on the first of the month following intervals prescribed under this Article.

- (b) Management shall give written notice to an employee of withholding of a merit salary increase at least thirty (30) calendar days before the eligibility date, including a statement of the reason(s) it is being withheld. Withholding of a merit increase is grievable under Article 14 (Grievance Procedure).

Section 2. Salary on Demotion. Whenever an employee demotes to a job classification in a lower range that has a salary rate the same as the previous step, the employee's salary shall be maintained at that step in the lower range.

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

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

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

Section 3. Salary on Promotion. An employee shall be given an increase to the next higher rate in the new salary range effective on the date of promotion.

Section 4. Salary on Lateral Transfer. An employee's salary shall remain the same when transferring from one position to another which has the same salary range.

Section 5. Effect of Break in Service. When an employee separates from the Agency and subsequently returns to the Agency, except as a temporary employee, the employee's previous salary eligibility date shall be adjusted by the amount of break in service.

Section 6. Rate of Pay on Appointment from Layoff List. When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff.

ARTICLE 21 - RECOUPMENT OF WAGE/BENEFIT OVER/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 subsection (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) This 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 of two (2) years before the modification.
- (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 22 - 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. FLSA Non-Exempt Employees.

- (a) Full and part time employees covered under the Fair Labor Standards Act shall be compensated at the rate of time and one-half (1 ½) in the form of pay or compensatory time off at the discretion of the employee for authorized overtime worked in excess of eight (8) hours in a day or forty (40) hours in a workweek. Overtime for employees working a 4/10 or alternative work schedule shall be time and one-half (1 ½) in the form of pay or compensatory time off at the discretion of the employee for authorized overtime worked in excess of ten (10) hours in a day if on a 4/10 schedule, or in excess of the agreed hours each day on an alternative schedule, or in excess of forty (40) hours in a work week. In no event shall such compensation be received twice for the same hours.
- (b) For purposes of computing authorized overtime, all time for which an employee is compensated including holiday time and other paid leave shall be credited as time worked.
- (c) Accrued compensatory time off must be taken within twelve (12) months from the time it is earned. If the Agency is unable to schedule such time off within this period, the employee shall be paid for the time accrued at his/her straight time rate of pay. Employees may accrue up to eighty (80) hours of compensatory time off.

Section 3. FLSA Exempt Employees. Full- and part-time employees not covered under the Fair Labor Standards Act shall receive time off for time worked in excess of forty (40) hours in a workweek at the rate of one (1) hour off for one (1) hour of overtime worked. This time off shall be utilized within one (1) year of being earned or shall be lost.

Section 4. Overtime shall be computed to the nearest quarter hour. The Agency shall give reasonable notice of any overtime to be worked. No overtime is to be worked without the prior authorization of management except in emergent situations necessary to effect Agency services.

Section 5. In the event that sufficient qualified staff do not voluntarily work overtime, such additional staff as are deemed by the Agency shall be required to work overtime.

Section 6. 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 ½) or to effect a "pyramiding" of overtime and all forms of premium pay.

ARTICLE 23 - BILINGUAL DIFFERENTIAL

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

ARTICLE 24 - LEADWORK DIFFERENTIAL

Section 1. Leadwork Differential shall be defined as a differential as indicated in Section 4 below for employees who have been assigned by their supervisor in writing "leadwork" duties over two (2) employees in their classification for ten (10) consecutive work days or longer. Leadwork is where, on a recurring basis, while performing essentially the same duties as the workers led, the employee has been directed to perform all of the following functions: Orient new employees, when appropriate; assign and reassign tasks; transmit established standards of performance to workers; review work of employees to ensure conformance of work standards; provide informal assessment of workers' performance to the supervisor; and train employees in new work methods.

Section 2. When such leadwork assignments exceed ten (10) consecutive work days, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment.

Section 3. Leadwork Differential shall not apply to voluntary training and development purposes which are mutually agreed in writing between the supervisor and employee.

Section 4. The differential shall be five percent (5%) above the employee's current monthly base rate of pay. No application of this Article shall be construed or interpreted to provide for overtime at a rate exceeding time and one-half (1 ½) or to effect a "pyramiding" of overtime and all forms of premium pay.

ARTICLE 25 - WORKERS COMPENSATION

Section 1. An employee who sustained a compensable injury shall be reinstated to his/her former employment or employment of the employee's choice within the Agency, which the Agency has determined is available and suitable, upon demand for such reinstatement, provided that the employee is not disabled from the performing of the duties of such employment.

Section 2. Upon initial return from the on-the-job injury, certification by the attending physician that the physician approves the employee's return to this regular employment shall be prima facie evidence that the employee should be able to perform such duties.

Section 3. Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered under workers' compensation, shall be equal to the difference between the workers compensation for lost time and the employee's regular straight time monthly salary. In such instances, prorated charges will be made against accrued sick leave. An employee who has exhausted earned sick leave shall have the option to use accrued compensatory time off and vacation leave during the period in which workers compensation is being received, and the salary paid for such a period shall be equal to the difference between the workers compensation for lost time and employee's regular straight time salary rate. In such instances, prorated charges will be made against accrued vacation and/or compensatory time off.

ARTICLE 26 - SALARIES

Section 1.

- (a) Effective January 1, 2000, pay rates for each salary range for classifications in the bargaining unit, except Office Specialist 2 at OLCC, will be adjusted to the SEIU Compensation Plan (Appendix C Strikeable Unit-December 1, 1999)

- (b) Office Specialist 2 at OLCC will be placed at SEIU SR15 and paid the pay rate for SR15 that is in the SEIU Compensation Plan (Appendix C Strikeable Unit-December 1, 1999).
- (c) As a result of the above effective date, individual pay adjustments shall start on the date an employee began to occupy a permanent bargaining unit position and subject to the conditions outlined in subsections (a) and (d) of this Section.
- (d) Employees eligible for any pay adjustments under this Section must be an employee of record on the date this Agreement is signed.

Section 2. The Employer shall continue to “pick up”, assume, and pay a six percent (6%) average employee contribution to the Public Employee Retirement Fund for the employee members participating in the Public Employees Retirement System (PERS) on the effective date of this Agreement.

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

If, by reason of a change in law, valid ballot measure, constitutional amendment or a final, non-appealable judgment from a court of competent jurisdiction, the Employer must discontinue the 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 schedules. This transition shall be done in a manner to assume continuous payment of either the six percent (6%) pickup 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%) pickup and provide a salary increase for eligible bargaining unit employees during the term of the Agreement, bargaining unit employees six percent (6%) contributions to their PERS accounts shall be treated as “pre-tax” contributions pursuant to Internal Revenue Service Code, Section 414(h)(2).

Section 3. This Article shall not pyramid any general salary adjustments or payments negotiated in the State of Oregon/AFSCME Agreements at the Construction Contractors Board or the Oregon Liquor Control Commission for the 1999-2001 biennium.

Section 4.

- (a) The Parties will adopt any selective salary adjustment(s) negotiated by SEIU for Hearing Officers, if any, including implementation procedures and effective dates covering the 2001-2003 biennium.
- (b) Effective January 1, 2002, salary rates shall be increased by two percent (2%), but no less than \$40 per month (pro-rated for part-time employees).
- (c) Effective February 1, 2003, salary rates shall be increased by three percent (3%).

ARTICLE 27 - HEALTH AND WELFARE

Section 1. Default Insurance Coverage. Employees covered by the Public Employees' Benefit Board (PEBB) program for default insurance coverage shall receive an employer insurance contribution equivalent to the premium cost of the applicable default plan or amount provided by this Article, whichever is less.

Section 2. An Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month.

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

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

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

Plan Year 2001. The Employer contribution shall be sufficient to cover the PEBB's 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.

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.

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

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

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

ARTICLE 28 - LIMITED DURATION APPOINTMENT

Section 1. Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of a grant, contract, award, or legislative funding for a specific project. Such appointments shall be for a stated period not exceeding two (2) years, but shall expire upon the earlier termination of the special study or project.

Section 2.

- (a) No newly hired person on a limited duration appointment shall be entitled to layoff rights.
- (b) A person appointed from regular status to a limited duration appointment shall be entitled to rights under the layoff procedure within the new Agency.

Section 3. A person accepting such appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

- (a) That the appointment is of limited duration.
- (b) That the appointment may cease at any time.
- (c) That persons who accept a limited duration appointment who were not formerly classified State employees shall have no layoff rights.
- (d) Those persons who accept a limited duration appointment who were formerly classified State employees are entitled to rights under the layoff procedure starting from the prior class within the new Agency.
- (e) That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits and Union representation under this Agreement.

ARTICLE 29 - PAY DAY AND PAY ADVANCES

Section 1. All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on

that day. When a payday falls on a Saturday, Sunday or holiday, employee paychecks shall be made available on the last working day of the month. The Agency shall endeavor to pay any earned adjustment(s), other than regular pay, on the supplemental pay day designated by the Oregon State Payroll System. When an employee is not scheduled to work on the payday, the paycheck may be released prior to payday if the paycheck is available and the employee has completed the "Request for Release of Payroll Check" Form AD20. However, the employee may not cash or deposit the check prior to the normal release day. Any violation of this provision shall be cause for disciplinary action. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paycheck being included in the prior year's earnings for tax.

Section 2. The parties agree that pay advances will be kept to an absolute minimum and are for emergencies. Within that context, employees may obtain an advance on their salary. The amount of the request shall not exceed sixty percent (60%) of gross pay earned, but shall be at least \$100. Employees may submit requests up to the final monthly payroll cut off date. If any employee requests more than one (1) pay advance in any twelve (12) month period, Agency management has the right to deny it.

ARTICLE 30 - TRIAL SERVICE

Section 1. The trial service period is recognized as an extension of the selection process. All employees initially hired, promoted or reemployed in the same classification, shall serve a six (6) full calendar month trial service period.

Section 2.

- (a) At any time during the trial service period, the Agency may remove an employee if, in the judgement of the Agency, the employee is unable or unwilling to perform his/her duties satisfactorily or if, in the judgment of the Agency, his/her habits and dependability do not merit his/her continuance in the position.
- (b) An employee who is removed from trial service following a promotion shall have the right of return to the Agency and the classification or comparable salary level from which the employee was promoted, unless charges are filed and he/she is discharged as provided in Article 13 (Discipline/Discharge).

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

Section 4. An employee's trial service period shall not be extended except in instances where an employee has a leave of absence without pay. Such leave of absence without pay shall extend the trial service period by the number of days of the leave of absence without pay. The parties may mutually agree to extend the trial service period for any agreed upon time period.

Section 5. If an employee is removed from his/her position during his/her trial service period, the employee shall not have rights to appeal the Agency's decision by Article 14 (Grievance Procedure) or Article 13 (Discipline/Discharge).

ARTICLE 31 - TRAVEL, MILEAGE AND MOVING ALLOWANCE

The Human Resource Services Division Moving Allowance Policy (40.005.001) and the Department of Administrative Services Travel Policy dated October, 1997, as amended February 1, 2000 through the Letter of Agreement, will apply to this bargaining unit.

ARTICLE 32 - POSITION DESCRIPTIONS

Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of Article 18 (Classification and Classification Changes).

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

ARTICLE 33 - FILLING OF VACANCIES

Section 1. When the Agency chooses to fill a vacant Agency position, the Agency will post the vacancy by electronic e-mail and on the State Job Listing for no less than ten (10) calendar days. The Agency will determine the manner and method of selection and determine the individual to fill the vacancy.

Section 2. An Agency employee who applies for a transfer or promotion will be interviewed if the employee has passed the qualifying test for the vacant position and is active on the appropriate qualifying list.

Section 3. An employee who was interviewed for a vacant Agency position and not selected may, upon request, obtain in writing an explanation for the reason(s) they were not selected for the position.

ARTICLE 34 - HEALTH AND SAFETY

Section 1. The Employer and Agency agree to abide by the standards of health and safety in accordance with the Oregon Safe Employment Act.

Section 2. Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Consumer and Business Services. Such equipment, where provided, must be worn.

Section 3. If an employee claims that assigned equipment is unsafe or might endanger his/her health, and for that reason refuses to use the equipment, the employee shall immediately give his/her reasons for this conclusion to his/her supervisor, in writing, who shall make an immediate determination in consultation with the Agency Safety Officer or his/her designee or a representative of the appropriate governmental agency as to the safety of the equipment in question. A Union representative or Job Steward may accompany the above representative and employee during this determination.

If an employee claims that a job assignment is unsafe or might endanger his/her health and for that reason refuses to carry out that assignment, the employee shall immediately give his/her reasons for this conclusion to his/her supervisor who shall make an immediate determination. If the supervisor is not available, the request shall be immediately directed to the next level of supervision for determination. Pending determination provided for in this Article, the employee shall be given suitable work elsewhere. If no suitable work is available, the employee shall be sent home.

Section 4. Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid by the Agency unless the employee's claim is upheld.

Section 5. If in the conduct of official duties, an employee is exposed to serious communicable disease which would require immunization or testing, or if required by the Agency, the employee shall be provided immunization against or testing for such communicable disease without cost to the employee where immunization or testing will help prevent such disease from occurring. Where immunization or testing shall prevent or help prevent such disease from occurring, employees shall be granted sick leave with pay for the time off from work required for the immunization or testing.

Section 6. The Agency shall when practicable provide space to permit ill or injured employees to lie down until disposition of need.

Section 7. The Agency shall provide and maintain first aid kits for use in emergencies. Said first aid kits shall be in all State-owned or leased facilities maintained by the Agency and vehicles and shall be available for emergency use.

ARTICLE 35 - WORKWEEK/WORK HOURS

Section 1. The workweek is defined as seven (7) consecutive calendar days beginning on 12:01AM on Monday and ending on the following Sunday at midnight. A workday is the twenty-four (24) hour period beginning at 12:01AM each day and ending at midnight the same day. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work or a guaranteed workweek.

Section 2.

- (a) A regular work schedule is five (5) consecutive eight (8) hour days Monday through Friday. A 4/10 work schedule is a four (4) consecutive ten (10) hour days. An alternative work schedule is a schedule that is not a regular or 4/10 work schedule.
- (b) A 4/10 or an alternative work schedule may be authorized based on the Agency operational needs as determined by the Agency. An employee desiring a 4/10 or an alternative schedule must request such a schedule in writing. Requests shall include the reasons the employee believes the request will meet the operational needs of the Agency. However, the Agency's decision to grant or deny such requests or rescind approval of the employee's 4/10 or alternative work schedule shall not be arbitrary. Disagreements over the Agency's decision may only be grieved through Step 3 of the grievance procedure.

Section 3. Meal Periods. Employees shall receive one (1) hour unpaid meal period during each work shift. Whenever possible, meal periods shall be scheduled at the middle of the shift. A

shorter or longer meal period may be allowed if by mutual agreement between the employee and the Employer.

Section 4. Professional Employees. Professional employees, as defined by FLSA standards, are paid with a predetermined salary each week. Hours of work are defined as those hours of the day, days of the week for which the employees are required to fulfill the responsibilities of their professional positions. The workweek for professional employees shall begin at 12:01 AM on Monday and end on Sunday at 12:00 midnight.

The normal workweek under this Section shall be Monday through Friday.

Section 5. Established work schedules will not be changed with less than ten (10) calendar day's advance notice.

ARTICLE 36 - PERSONNEL RECORDS

Section 1. An employee may, upon request, inspect the contents of his/her official Agency personnel files except for confidential reports from previous employers. No grievance shall be kept in the personnel files after the grievance has been resolved except the resolution.

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

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

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

Section 3. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of his/her personnel record until the material is removed.

Section 4. An employee may include in his/her personnel files, copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects credibly on the employee.

Section 5. Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of three (3) years. Such material shall, however, be removed after two (2) years, provided there has been no recurrence of the problem or a related problem in that time. Any leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 6. An employee may, upon request, obtain copies of any of the contents of his/her personnel files except for confidential reports from previous employers.

ARTICLE 37 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees. After having served in the Agency service for six (6) full calendar months, full-time classified employees shall be credited with twelve(12) days of vacation leave and thereafter vacation leave shall be accumulated as follows:

After six (6) months through fifth (5th) year	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month)
After fifth (5th) year through tenth (10th) year	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month)
After tenth (10th) year through fifteenth (15th) year	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)
After fifteenth (15th) year through twentieth (20th) year	Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month)
After twentieth (20th) year	Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month)

A full-time employee working less than a full calendar month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service during the first year of employment and that break does not exceed two (2) years, the employee may be given credit for the time worked prior to the break in service. In order to facilitate the administration of leave records, vacation leave may be accrued on a monthly basis for employees who have completed six (6) full calendar months of service. Vacation accrual hours shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) calendar days.

Section 2. Vacation Leave for Part-Time Employees. A part-time employee shall accrue vacation leave and shall earn eligibility for additional vacation credits only in those months during which the employee has worked thirty-two (32) hours or more. Such leave shall be accrued on a pro rata basis as follows:

First (1st) month through sixtieth (60th) month	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month)
Sixty-first (61st) month through one-hundred-twentieth (120th) month	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month)
One-hundred-twenty-first (121st) month through one-hundred-eightieth (180th) month	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)

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

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

After two-hundred-fortieth (240th) month

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

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

Section 3. Eligibility for Vacation Credits. Time spent by an employee in actual State service or on Peace Corps, military, educational, or job-incurred disability leave without pay shall be considered as time in the State service in determining length of service for vacation credits.

Section 4. Restoration of Vacation Leave Credits. If an employee has a break in service and that break does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break in service.

Section 5. Termination Vacation Pay. An employee who is laid off or terminates after six (6) full calendar months of Agency service shall be paid upon separation from Agency service for accrued vacation time except as provided as set off for damages or misappropriation of State property or equipment. An employee on educational leave of absence without pay in excess of thirty (30) days shall be paid for vacation leave accrued up to the end of the last full month of service. Employees on military leave of absence may request payment for accrued vacation.

Section 6. Scheduling of Vacations.

- (a) Vacations shall be scheduled at a time mutually acceptable to the Agency and the employee and consistent with the work requirements of the Agency. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of continuous service with the Agency shall be granted the time off, provided however, that an employee shall not be given this length of service consideration more than once in every two (2) years.
- (b) An employee who seeks to change his/her previously designated vacation time may request such a change subject to the Agency's operating requirements, except that this choice shall not require any other employee to change his/her vacation schedule. The scheduling of vacation leave shall take precedence over the scheduling of compensatory time off.

Section 7. Vacation Accrual. An employee shall be allowed to accumulate a maximum of two hundred fifty (250) hours of vacation leave.

Section 8. Vacations that have been scheduled may not be cancelled by the Agency except in the event of an emergency. When unrecoverable deposits for a scheduled vacation are incurred by an employee, his/her vacation shall not be cancelled. The Agency may require written proof of unrecoverable deposits. In the event of a schedule change caused by seniority or a transfer at the request of the employee, the provisions of this Section shall not apply.

Section 9. Compensation for use of accrued vacation shall be at the employee's prevailing straight rate of pay.

Section 10. In the event of an employee's death, resignation or termination all monies due him/her for accrued vacation and salary shall be paid as provided by law in the case of death and to the employee in case of resignation or termination.

ARTICLE 38 - SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits. Employees shall accrue eight (8) hours of sick leave with pay credits for each full month worked. Employees who work less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a pro rata basis.

Section 2. Eligibility for Sick Leave With Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.

Section 3. Determination of Service for Sick Leave With Pay. Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee works thirty-two (32) hours or more in that month.

Section 4. Utilization of Sick Leave With Pay.

- (a) 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's or the employee's spouse. The employee has the duty to insure that he/she makes other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care.
- (b) Definition of another member of the employee's immediate household includes where the person lives in the employee's home and the person is a legal dependent or the employee has legal custody of the person.

Section 5. Request for Additional Time Off. At the time earned sick leave has been exhausted, the employee must request and the Agency may grant use of vacation leave, paid leave time, or sick leave without pay for any non-job-incurred injury or illness.

Section 6. Physician or Practitioner Certification of Illness or Injury. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of five (5) consecutive days and/or if the Agency has reasonable grounds to suspect that the employee is abusing sick leave privileges or in verification of a disability. The Agency may also require such certificate from the employee to

determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee may be disciplined pursuant to Article 13 (Discipline and Discharge).

Section 7. Request for Additional Time Off - Job Incurred Illness or Injury. After earned sick leave has been exhausted and the employee has the opportunity to exercise the option of using paid leave time or vacation leave as outlined in Article 25 (Workers Compensation), the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of that position.

Section 8. Loss of Sick Leave With Pay on Termination. No compensation for accrued sick leave shall be allowed to an employee who is separated from the service.

Section 9. Restoration of Sick Leave Credits. Employees who have been separated from the State service and return to a position within two (2) years shall have unused sick leave credits accrued during previous employment restored.

Section 10. An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to or from a different State agency.

ARTICLE 39 - HOLIDAYS

Section 1. The following holidays shall be recognized and paid for at the regular straight time rate of pay:

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

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

Section 2. Full-time employees, except those on leave without pay status the day before or the day after the recognized holiday, shall be compensated at the straight time rate for eight (8) hours for each recognized holiday listed in Section 1. All part-time employees and full-time employees on a leave without pay status the day before or the day after a holiday shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more. This holiday compensation is

called holiday pay. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

Section 3. Employees who are required to work on recognized holidays shall be entitled to their holiday pay plus an additional premium of cash or compensatory time off for all such time worked at the rate of time and one-half (1 1/2). The rate at which an employee shall be compensated for working on a holiday shall not exceed the rate of time and one-half (1 1/2) in addition to holiday pay.

Section 4. An employee will receive pay for holiday time worked unless the employee requests compensatory time off. The compensatory time accrual limits established in Article 22 (Overtime) shall apply.

Section 5. In addition to the holidays specified in this Article, all full time employees shall receive eight (8) hours of paid leave. Part-time employees will receive prorated paid leave. Such paid leave must be taken off within three (3) months of accrual. This paid leave shall be accrued by all employees employed as of December 24 of each year and shall be granted on a basis which shall preclude the closure of the Agency.

Employees may request the option of using the paid leave on the workday before or after Christmas, the workday before or after New Year's Day, or when these days are not available to an employee, on another day of the employee's choice provided such time is taken off within three (3) months from the date of accrual stated above.

Section 6. When an employee is working an approved four (4) day, ten (10) hour work schedule and a holiday falls within that week, the employee will have the choice of either having their work schedule revert to a five (5) day, eight (8) hour schedule, or the employee's schedule will not change and the employee will receive eight (8) hours holiday pay and have two (2) hours use of accrued vacation, compensatory time off or leave without pay. The employee will notify the Agency at least five (5) work days before actual holiday.

ARTICLE 40 - HARDSHIP LEAVE

Section 1. This Article shall apply for the purpose of allowing employees to donate accrued vacation leave for use by eligible employees as sick leave. The Agency will allow Agency employees to make donations of accrued vacation leave, not to exceed the hours necessary to cover for the qualifying absence as provided in this Article, to a co-worker in the Agency.

Section 2. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and terms of this Agreement shall be strictly enforced with no exceptions.

- (a) The recipient and donor must be regular status employees of the Agency.
- (b) The Employer and the Agency shall not assume any tax liabilities that would otherwise accrue to this employee.
- (c) Use of donated leave shall be consistent with those provisions found in Article 38, Section 4 (Sick Leave).
- (d) Applications for hardship leave shall be in writing and sent to the Agency's Staff Development & Employee Services Section and accompanied by the treating physician's written statement certifying that the illness or injury will continue for at least fifteen (15)

days following the donee's projected exhausting of the accrued leave and the total leave is at least thirty (30) days. Donated leave may be used intermittently.

- (e) Donations shall be credited at the recipient's current regular hourly rate of pay. Donations shall be used to reimburse the Agency for insurance contributions made pursuant to Article 27 (Health and Welfare), unless health insurance payments are mandated under the Family Medical Leave Act.
- (f) Employees otherwise eligible for or receiving workers compensation or on parental leave will not be considered eligible to receive donations under this Agreement.

ARTICLE 41 - INCLEMENT CONDITIONS

Section 1. When, in the judgment of the Agency, weather conditions require the closing or curtailing of Agency offices after the employee reports to work, the employee shall be paid for the remainder of his/her work shift.

Section 2. The Agency may close the Agency or may delay opening its offices because of inclement weather. In such cases, employees shall contact their supervisor before their work shift. Employees covered by the Fair Labor Standards Act may use accrued vacation, compensatory time off, or leave without pay during the period the Agency is closed or opening delayed due to inclement weather. An employee covered by the Fair Labor Standards Act may opt to flex his/her work hours. To use flex time, the employee covered under the law must have his/her supervisor's prior approval and must work the flex hours in the same workweek and pay period in which the closure or delay occurred. In no instance will the flex time worked result in overtime or compensatory time being charged to the Agency. If the employee covered by the law fails to work the flex time, the employee must use accrued vacation, compensatory time or leave without pay.

However, employees not covered by the Fair Labor Standards Act will not suffer a salary reduction except for full workweek increments where the Agency has determined there is not work available and absence of one (1) or more full workweek occurs.

Section 3. When the Agency remains open but employees are unable to report to work because of inclement weather, the employee shall be placed on leave without pay. Employees may request and shall be allowed to use accrued vacation or accrued compensatory time off.

ARTICLE 42 - OTHER LEAVES

Section 1. Personal Leave. Full-time employees shall be entitled to sixteen (16) hours of personal leave each fiscal year, effective July 1 of each year. Part-time employees and full-time employees who are in paid status less than the full number of available hours shall receive personal leave on a pro rata basis. Such leave may be taken at times mutually agreeable to the Agency and the employee, but in no event shall an employee be allowed to utilize personal business leave prior to the end of initial trial service. Personal leave shall not be cumulative from year to year, nor is any unused leave compensable in any other manner.

Section 2. Preretirement Counseling Leave. Between age fifty (50) and seventy (70) each employee shall be granted up to three and one-half (3 1/2) days leave with pay to pursue bona fide preretirement counseling programs. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended date of use.

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

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

Section 3. Election Leave. If an employee's work hours start less than one (1) hour after polls open and end less than one (1) hour before the polls close, the employee shall be granted leave without pay of not more than two (2) hours on primary and general election days for the purpose of voting.

Section 4. Other Leaves of Absence With Pay.

An employee shall be granted a leave of absence with pay for the following:

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

Section 5. Military Training Leave With and Without Pay. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any training year. If the training time for which the employee is called to active duty is longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. However, such reduction in salary will not be made for an FLSA- exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks.

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

Section 6. Military Leave Without Pay. An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. He/she shall, upon honorable discharge from such service, be returned to a

position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class.

Section 7. Court Appearance Leave Without Pay. An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

Section 8. Leave of Absence Without Pay. In instances where the work of an Agency will not be seriously handicapped by the temporary absence of an employee, the employee may be granted leave of absence without pay or educational leave without pay not to exceed one (1) year.

Section 9. Family/Medical Leave and Parental Leave. The Agency agrees to abide by all Federal and State statutes dealing with these leaves of absence.

Section 10. Test and Interview Leave. An employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Agency. Up to two (2) hours with pay shall be allowed for an interview for a position with another State agency, or a position within the Agency. Authorization for the use of Test and Interview Leave shall not be withheld unless the Agency determines that the use of such leave shall handicap the efficiency of the employee's work unit.

Section 11. Donating Blood. Employees shall be permitted reasonable time off with pay to give blood for drives conducted on State property provided such time off does not interfere with the normal flow of work.

Section 12. Bereavement Leave. Employees have the option to use accrued sick leave and, with prior approval, to use accrued vacation and accrued compensatory time off or, when leave is not available, leave without pay for absences from employment to discharge the customary obligation arising from a death in the immediate family of the employee or employee's spouse as defined in Article 38 (Sick Leave).

ARTICLE 43 - GEOGRAPHICAL RELOCATION

The Agency shall not permanently move an employee and the position he/she occupies to a different geographic area on an arbitrary basis. The definition of geographic area shall be the same as that defined in Article 19 (Layoff).

ARTICLE 44 - SUCCESSOR NEGOTIATIONS

Section 1. For purposes of renewing, renegotiating or amending at the expiration of the existing contract, negotiations shall begin a least one hundred eighty (180) days prior to the expiration date of the Agreement.

Section 2. It is recognized by the Employer that employees representing the Union during the process of negotiations are acting on behalf of the Union as members, not in their capacity as employees of the Employer.

Section 3. Two (2) bargaining unit employees will be allowed to participate, without loss of pay, in all negotiations between the Parties. Bargaining unit employees will notify their immediate supervisor regarding bargaining sessions a reasonable period of time before the actual bargaining session. The Agency shall assume no overtime obligations for employees attending sessions, travel expenses or any other premium pay.

ARTICLE 45 - TERM OF AGREEMENT

Section 1. Except as specifically stated otherwise in this Agreement, this Agreement will be in effect upon execution and, except as amended or modified, will remain in full force and effect until June 30, 2003.

Section 2. Regardless of the above, the parties recognize that any negotiated changes made at the AFSCME Central Table covering the 2001-2003 biennium, except for the cost-of-living adjustments and selective salary adjustments for the Hearing Officer Panel, if any, will be applied to this unit.

Signed this 28th day of September, 2001, at Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

Mike Greenfield, Director
Department of Administrative Services

Ken Allen, Executive Director
Oregon AFSCME Council 75

Daniel Kennedy, Administrator
Human Resource Services Division

Mike Sayan, Assistant Executive Director
Oregon AFSCME Council 75

Craig Cowan, Labor Relations Manager
Department of Administrative Services

David Marcus
Bargaining Unit Member

Thomas Ewing, Chief Hearing Officer
Employment Department

Mary Jo Henderson, Personnel Manager
Employment Department

Gene Shutz, Personnel Officer
Employment Department

LETTER OF AGREEMENT

It is understood and agreed to by the parties to the State of Oregon/AFSCME Agreement for this Hearing Officer Panel, in effect through June 30, 2003, that Section 10 of the Grievance Procedure Article of the Agreement will be modified to provide for the following:

If the parties proceed to arbitration on the reclassification request of 11/28/00 for CCB Hearing Officers the cost of the Arbitrator will be paid:

1. In full by the State if AFSCME prevails.
2. An equal split by the State and AFSCME if the State prevails.

This Agreement shall only apply to the 11/28/00 appeal and sets no precedent for future cases.

ATTACHMENT A
OFFICIAL GRIEVANCE FORM

Employee: _____ **Work Location:** _____

Classification: _____ **Immediate Supervisor:** _____

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

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

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

Where did it occur? Specific locations:

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

What adjustment is requested?

Additional Comments:

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

Employee Signature: _____ Date: _____

AFSCME Local _____ Representative Signature: _____

Received by: _____ (Management Representative) On: _____
