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**IDnum** 414 **Language** English **Country** United States **State** OR

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

**Local** 3932

Occupations Represented
Multiple occupations represented

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

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**Contact**

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

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AGREEMENT

BETWEEN  
THE

STATE OF OREGON  
DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
LOCAL 3932

FOR THE

**OREGON MILITARY  
DEPARTMENT**

2001-2003

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## PREAMBLE

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services Labor Relations on behalf of the Oregon Military Department (hereinafter the "Department"), and the American Federation of State, County, and Municipal Employees, Local 3932 (hereinafter the "Union"), for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

### ARTICLE 1 - SCOPE OF AGREEMENT

#### Section 1.

The Employer and the Department recognizes the Union as the sole and exclusive bargaining agent for: all classified and unclassified employees of the State of Oregon, Oregon Military Department, excluding supervisory, managerial, confidential, temporary, and part-time employees working less than thirty-two (32) hours per month, except fire fighters.

#### 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 Department and any person designated by it to act on its behalf.

### ARTICLE 2 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of the last signature on this Agreement, unless otherwise indicated in this Agreement, through June 30, 2003. Negotiations for a successor agreement will commence between January 2, 2003, and February 15, 2003.

The employee must give prior notice to the supervisor and attendance records will be mutually maintained by management and AFSCME negotiators. The Employer will not incur an overtime obligation as a result of employees participating in negotiations, nor will an employee receive compensation for attending negotiating sessions scheduled during that person's normal days off.

### ARTICLE 3 - UNION SECURITY

#### Section 1.

The Department agrees to allow duly certified Union Representatives thirty (30) minutes, for employee orientation, to speak to new employees about the Union's exclusive recognition, its benefits, and services available to the membership. The Union will notify the Personnel Manager of the Department in writing of its representatives from District Council 75 who will be "Union Representatives."

#### Section 2.

Recognized Union Representatives will be allowed reasonable access to the work areas of the Department, unless such access is restricted or interferes with the work, during work hours.

#### Section 3.

The internal business of the Union shall be conducted by the employees during their nonduty hours.

#### Section 4. Stewards.

The Union may select, and shall certify in writing to the Department and Employer, employees designated by the Union to act as Union Stewards. Stewards shall have authority to investigate and resolve grievances. The investigation and processing of employee

grievances will be permitted during work hours without loss of pay, provided however that if the permitted activities would interfere with either the steward's or the grievant's duties, management shall, within a reasonable period of time, arrange a mutually satisfactory time for the requested activity. Time spent in investigating or processing a grievance without proper notification and release by an appropriate supervisor involved will be considered unauthorized leave without pay for both the Steward and the grievant. An employee may request and have present a Steward or designated Union Representative at any discussions on disciplinary actions, or grievance proceedings, or other matters that might adversely and substantially affect the employee future employment, pay, or chances for promotion.

#### Section 5. Communications.

a. The Department agrees to furnish bulletin boards in convenient places to be used by the Union for the posting of official Union notices only. The Union shall keep the bulletin boards neat and orderly.

b. Upon written request, the Union may request the use of the Department facilities for meetings to the extent it does not interfere with Department operations.

#### Section 6. Dues Deductions.

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

#### Section 7. Fair Share.

Employees in the bargaining unit who are not members of the Union shall make payments-in-lieu-of dues which shall be the equivalent of regular Union dues. Beginning with the first payroll period after the execution of this Agreement and on each period thereafter, the Department 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 Department 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.

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

Any employee who is a member of a bona fide religious organization having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity.

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

#### Section 8. Employee Reports.

The Employer and/or the Department will, upon request of the Union, provide any regularly produced computer runs containing non-confidential statistics of the Union's bargaining unit members. This will include one (1) printout annually showing names of all bargaining unit employees and monthly information currently furnished. Any cost incurred in compiling and photocopying these materials under this Agreement shall be billed to the Union.

## Section 9.

Official Union delegates and members of the AFSCME Board of Directors may be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's annual conventions.

The Union shall notify the Department of the names of official delegates and Board members designated to attend at least seven (7) working days in advance of the date of the convention.

Official Union Stewards may be granted personal leave, accrued vacation leave, accrued compensatory time, or leave of absence without pay at their request to attend the Union's annual Steward Conference. Such request will be submitted in writing at least seven (7) working days in advance of the conference. Designated stewards shall be granted eight (8) hours leave (vacation leave, personal business leave, comp time, or leave without pay) to attend basic stewards training.

## Section 10. - Negotiations

Department representation shall be equal with eight (8) members from each side, with at least one representative from each of the seven (7) geographic areas listed in Article 33, Section 9. Union representatives shall be paid only for travel time and time spent in joint negotiations that occurs during their scheduled work shift. Per diem costs will not be subject to reimbursement.

The employee must give prior notice to the supervisor and attendance records will be mutually maintained by management and AFSCME negotiators. The Employer will not incur an overtime obligation as a result of employees participating in negotiations, nor will an employee receive compensation for attending negotiating sessions scheduled during that person's normal days off.

## ARTICLE 4 - UNION/MANAGEMENT MEETINGS

### Section 1. Purpose.

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

### Section 2. Committee Composition.

The Committee shall be composed of up to three (3) members appointed by the Union and up to three (3) members appointed by the Department Head. Representatives from the Labor Relations, the Union, or other individuals may be invited, who may provide information or act as advisors.

### Section 3. Meetings and Agenda.

The Labor/Management Committee shall meet as necessary.

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

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

#### Section 4. Authority of Committee.

The Labor/Management Committee shall have no power to contravene any provision of this Agreement; nor to enter into any Letter of Agreement; negotiate, or to resolve disputes concerning the interpretation or application of any provision of this Agreement. The Committee shall be empowered to make joint recommendations on issues which are brought before it. Such recommendations approved by the Committee shall be presented to the Department Head for response and/or action. The response shall be in writing and shall be submitted to the Committee and all concerned parties.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the time frames of the settlement of disputes procedure (Article 13 - Grievance Procedure).

#### Section 5. Committee Evaluation and Training.

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

Labor/Management training offered by the Employer or Department shall be provided to no more than three (3) Union representatives at no cost.

### ARTICLE 5 - COMPLETE AGREEMENT/SEPARABILITY/SAVINGS

#### Section 1. Complete Agreement.

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

#### Section 2. Legislative Action.

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.

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, as well as any changes in statute which may be required to accomplish that purpose.

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

#### Section 3. 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 to bring into

conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

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

#### ARTICLE 6 - NO STRIKE OR LOCKOUT

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

The Employer agrees that, during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. The Department agrees that, during the term of this Agreement, there will be no lockout. In the event an employee is unable to perform their assigned duties because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

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

Any alleged violation of this Article by either party may be referred to the grievance arbitration procedure or may be pursued in the Courts at the discretion of the moving party.

#### ARTICLE 7 - EQUAL OPPORTUNITY

##### Section 1.

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, color, religion, sex, national origin, disability, marital status, or political affiliation. The Employer and the Union agree to continue their policies regarding equal opportunity consistent with applicable federal and state laws and regulations.

##### Section 2.

All complaints alleging unlawful discrimination in violation of this Agreement shall be submitted to the Department Head or their designee. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. If satisfactory solution cannot be reached, the Department Head or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the Department to the complainant and the Union. If the complaint is not satisfactorily resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries for resolution. For complaints involving sexual orientation, the Employer shall apply and adhere to applicable federal and state laws.

#### ARTICLE 8 - MANAGEMENT RIGHTS

The Union agrees that the Employer and Department retain all inherent rights of management and hereby recognize the sole and exclusive right of the State of Oregon, as the Employer, to operate and manage its affairs in accordance with its responsibilities to maintain efficient governmental operations. The Employer retains all rights to direct the work of its employees, including, but not limited to, the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means, standards and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole



or part of the operation shall continue to operate; to recruit, examine, select and hire employees; to promote, transfer, assign and reassign employees; to suspend, discharge or take other proper disciplinary action against employees; to lay off employees; to recall employees; to require 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 9 - CONTRACTING OUT

The Department may determine to contract or subcontract work provided that as to work which is presently and regularly performed by employees in the bargaining unit, the Department agrees to notify the Union and negotiate the decision and impact of the pending action. It is specifically understood that such negotiations are not required in (1) emergency situations, (2) where the impact is minimal (and not mandatory), or (3) where the assignment of work currently being performed by the bargaining unit members is transferred to other State facilities as provided for by statute.

#### ARTICLE 10 - PERSONNEL RECORDS

##### Section 1.

The Department shall maintain one (1) Official Personnel File for each employee, located at the primary administrative Personnel Office for the Department. An employee may, upon request, inspect the contents of their official Department personnel file. 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 file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in their 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 Department may place the material in the file provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the employee at their address of record. A copy will also be mailed to the Union.

##### Section 3.

Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in the employee's official personnel file. The employee's explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record so long as the critical materials remain in the file.

##### Section 4.

An employee may include in the employee's official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits or any other material which reflects credibly on the employee. This material shall be retained for a minimum of three (3) years except that licenses, certificates, or college credit information may be retained so long as they remain valid and relevant to the employee's work.

##### Section 5.

Record of disciplinary actions shall be removed three (3) years after the effective date of the action provided no incident of a similar nature has been documented in the intervening

time. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 6.

An employee may, upon request, obtain a copy of any of the contents of the employee's personnel file.

ARTICLE 11 - EMPLOYEE RIGHTS

Section 1.

Off-duty activities of employees will not subject them to disciplinary action by the Department unless such activities are illegal or a conflict of interest with the employees' duties or the mission of the Department.

Section 2.

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

- a. The employee shall not be deprived of any of the employee's constitutional or civil rights guaranteed by the Federal and State Constitutions and Laws.
- b. Formal complaints or charges made to an employee which are not verified or proven shall not be recorded and placed in the employee's personnel file or used in any subsequent performance evaluation.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 1.

The principles of progressive discipline shall be used. No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause.

Section 2.

a. Discharge of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reason for the appeal and must be submitted to the Labor Relations within ten (10) calendar days from the effective date of the discharge. Such appeal shall be heard by the arbitrator pursuant to the terms and conditions outlined in Section 5 to Section 9 of Article 13 (Grievance Procedure).

b. An FLSA non-exempt employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. An FLSA exempt employee demoted or suspended consistent with the salary basis requirements of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion or suspension of a regular status employee may be appealed to Step 2 of the Grievance Procedure within fifteen (15) calendar days from the effective date of the action. Any further appeal of an action specified in sub (b) shall follow the procedure and time frames outlined in Article 13 (Grievance Procedure).

Section 3.

A written predisciplinary notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Department Head at a time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official council representative present. At the discretion of the Department Head, the employee may be suspended with pay or be allowed to continue to work as specified within the predisciplinary notice.

Section 4.

If the Department has reason to discipline an employee, it shall be done in a manner which will not embarrass or humiliate the employee in front of other employees or the public.

Section 5.

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

Section 6.

All notices of predisciplinary, suspension, reduction, written reprimand, demotion and dismissal shall be forwarded to the Union on the same day as the employee is notified.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section 1.

Grievances are defined as acts, omissions, applications, meaning or interpretation alleged to be violations of the terms and conditions of this Agreement. A grievance shall not be expanded upon after the grievance has been filed. Disputes arising from reduction in pay, dismissal, suspension or demotion other than trial service employees are subject to the grievance and arbitration procedures.

Section 2.

It is the intent of the Department and the Union to resolve employee problems and complaints, or differences in the interpretation of the contract, by informal methods if possible. However, if the Union or an employee desires a formal resolution of any grievance or dispute, which arises concerning the application, meaning, or interpretation of this Agreement (except complaints of discrimination in Article 7), such grievance shall be resolved as provided under Section 3 of this Article.

Section 3. Grievance Steps.

STEP 1. Any affected employee with the Union, or the Union on an employee's behalf, may file a grievance in writing with the employee's immediate excluded supervisor within thirty (30) calendar days of the date of the alleged breach of this Agreement, or of the date the Union or employee knew or should have known of the alleged breach. The grievance shall be by way of an Official AFSCME grievance form and shall include: (a) a statement of the grievance and relevant facts; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought. The supervisor shall respond in writing to the grievance within fifteen (15) calendar days to the employee, with a copy to the Union.

STEP 2. If the grievance is not resolved at STEP 1, it may be appealed to the Department Head within fifteen (15) calendar days after the response required by STEP 1 was due. The Department Head or the employee's designee shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

Section 4. Labor Relations Review.

If the grievance remains unresolved at STEP 2, the Union may file the grievance with the Labor Relations within fifteen (15) calendar days following receipt of the response at STEP 2. The Division shall respond within fifteen (15) calendar days following receipt of the appeal.

In the event the response from the Labor Relations 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.

Section 5. Submission to Arbitration.

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

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

If arbitration is requested, the parties shall meet in an attempt to formulate a submission agreement to be forwarded to the arbitrator.

#### Section 6. Mediation.

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

#### Section 7. Selection of the Arbitrator.

In the event that arbitration becomes necessary, the Union and the Labor Relations will jointly request from the Employment Relations Board the names of five (5) qualified arbitrators.

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

#### Section 8. Arbitrator's Authority.

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

#### Section 9. Expenses of Arbitration.

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

#### Section 10.

Employees are entitled to act through a Union Representative or Shop Steward to initiate a grievance. Employees are entitled to representation by a Shop Steward at the first and/or second step, or by a Union Representative at any step in this Article.

#### Section 11.

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

#### Section 12.

If five (5) or more employees file a grievance on exactly the same issue, it shall be heard at STEP 2 of the procedure outlined in this Article and treated as a group grievance.

#### Section 13.

Time limits specified in this procedure must be strictly observed unless either party requests a specific extension of time which, if agreed to, shall be stipulated in writing and shall become part of the grievance record. If the Labor Relations fails to issue a response with the

time limits set forth in this Article, the grievance shall be considered as denied and may be advanced to the next step of the grievance procedure. Failure of the aggrieved party to comply with the time limits outlined above shall constitute abandonment of the grievance.

## ARTICLE 14 - INSURANCE

### Section 1.

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

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

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

Employee Only	\$387.14 per month
Employee and Children	\$443.59 per month
Employee and Spouse	\$520.12 per month
Employee and Family	\$531.97 per month

### Section 2. Plan Year 2001.

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

The amount of any out of pocket or cash back cost will be determined by PEBB.

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

### Section 3. Plan Year 2002.

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

### Section 4. Plan Year 2003.

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

Should the additional subsidy amount be insufficient funds to cover full premium costs, the PEBB, in its sole discretion, may decide to use the PEBB reserve funds to cover any additional subsidy beyond the \$85.00. If PEBB does not release sufficient reserves, the

parties agree to delay implementation of the effective date of the February 1, 2003 salary increase by one (1) month or as agreed to by the parties.

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

## ARTICLE 15 - SALARY AND WAGES

### Section 1.

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

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

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

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

### Section 2.

a. General Salary Increases:

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

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

b. Trades Classification Study:-

The parties shall enter into interim central table negotiations to establish the terms for implementing the trades class study.

c. Selective Salary Adjustments:

Subject to ORS 243.702 October 1, 2001, the following classifications will be adjusted based on the following implementation procedure:

An employee who has been at the top step in the salary range of their classification for at least twelve (12) full calendar months before October 1, 2001 will receive a step increase effective October 1, 2001 and a new eligibility date of October 1, 2002 will be

assigned. All other employees will retain their current salary rate until their next salary eligibility date at which time the employee will move to the next higher step in the range. However, if the employee's current salary does not match any rate in the new salary range, the employee will move on the date of implementation to the next higher rate in the new salary range that is closest to their current salary. Employees whose current rate is below the first step of the new range shall be moved to the first step of the new range.

<u>Class</u>	<u>Current SR</u>	<u>New SR</u>
4101 Custodian	09	10
2111 Public Information Rep 1	21	23
6751 Group Life Coordinator 2	17	18
6752 Group Life Coordinator 3	19	20

## ARTICLE 16 - SALARY ADMINISTRATION

### Section 1. Merit Salary Increase.

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

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

the salary range.

Merit salary increases shall be made upon recommendation of the employee's immediate supervisor and approval of the appointing authority. The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld.

### 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 salary, the employee's salary shall be maintained at that rate 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 to the next step within the new salary range provided that the 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, nor does it provide any entitlement to "freeze" or "red circle" the employee's rate of pay should the employee be demoted to a salary range whose highest step is below the employee's rate of pay.

### 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 and merit review date shall at a minimum 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 Department and subsequently returns to the Department within two (2) years, 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.

Section 7. Overpayments.

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:

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

Section 8. Underpayments.

- a. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct any such underpayment made within a maximum period of two (2) years before the notification.
- b. This provision shall not apply to claims disputing eligibility for payments which result from this agreement. Employees claiming eligibility for such things as leadwork, work out of classification pay or reclassification must pursue those claims pursuant to the timelines elsewhere in this agreement.

Section 9.

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

Section 10.

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



## ARTICLE 17 - PAYROLL COMPUTATION PROCEDURES

### 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 after 8 a.m. on the last working day of the month. The release day for December's paycheck(s) dated January 1 shall be the first working day in January to avoid the risk of December's paycheck(s) being included in the prior year's earnings for tax purposes.

### Section 2. Definitions.

a. Permanent Full-Time. A permanent position equivalent to eight (8) hours per day or forty (40) hours per week. A permanent full-time employee will be paid on a monthly salary basis, and all benefits will be calculated on a monthly pay status basis.

b. Permanent Part-Time. A permanent position less than permanent full-time. A permanent part-time employee will be paid on a fixed partial monthly or hourly salary basis, and all benefits will be calculated on a partial monthly or pay period, pay status basis. All permanent part-time employees whose work hours are regularly scheduled (work hours are based on a predetermined schedule) shall be paid on a fixed partial monthly basis.

c. Seasonal Part-Time. A seasonal position normally less than equivalent to eight (8) hours per day or forty (40) hours per week. An employee in such position will be paid on an hourly basis and all benefits will be calculated on a partial pay period, pay status basis.

d. Number of Workdays in Month or Pay Period. Number of possible workdays in the month or pay period based on the employee's weekly work schedule. Holidays that fall within the employee's work schedule are counted as workdays for the month or pay period.

e. Hourly Rates of Pay. The hourly equivalent of the monthly base rates of pay as published in the Compensation Plan. The hourly rates are computed by dividing the monthly salary by 173.33.

f. Partial Month's Pay. A prorated monthly or pay period salary. The number of hours actually worked by an employee divided by the total number of possible hours in the month or pay period based on the work schedule, times the full monthly or pay period salary rate. For example, if the employee works one hundred fifteen (115) hours in a month or pay period with a possible work schedule of one hundred twenty-one (121) hours, the partial month's pay is computed as follows:

$$115 \div 121 \text{ H full month salary} = \text{gross partial pay.}$$

g. Days Worked. Includes all days for which the employee is in paid status.

### Section 3. General Compensation.

a. Permanent Full-Time Employees. Pay and benefits will be computed on a monthly pay status basis.

b. Permanent Part-Time Employees.

(1) Pay and benefits will be computed on a prorated monthly or pay period basis, such as one-half (1/2) monthly or pay period pay for a half-time employee. Permanent part-time employees in permanent full-time positions will be treated as permanent part-time for purposes of this Article.

(2) Employees paid on a fixed partial monthly basis shall have all extra hours worked over the regular part-time schedule paid at the hourly rate. Employees paid on a fixed partial monthly basis who work less than the regular part-time schedule shall have time and wage deducted at the hourly rate.

c. Job Sharing Employees. The total time worked by all job share employees in one (1) position will not exceed 1.0 FTE.

d. Partial Month's Pay or Partial Pay Period.

(1) Partial month's pay (or prorated monthly or pay period) is applied when:

- A. A full-time employee is hired on a date other than the first working day of the month or pay period (based on employee's work schedule).
  - B. A full-time employee separates prior to the last workday in the month or pay period (based on the employee's work schedule).
  - C. A full-time employee is placed on leave without pay or returns from leave without pay.
  - D. An employee is appointed to a permanent part-time position.
- (2) See definition for partial month's pay for computation procedures.
- e. Changes in Salary Rate. When an employee's salary rate changes during the month, pay will be computed on a proportioned basis at each salary rate during the month.

Section 4.

Employees will be allowed one (1) pay advance during their first thirty (30) days of employment.

Section 5.

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 to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth (15th) of the month. If any employee requests more than one (1) pay advance in any twelve (12) month period, management has the right to deny it, if a valid emergency does not exist as determined by the Director of State Personnel.

## ARTICLE 18 - 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.

Time worked for the purpose of this Agreement is all hours actually worked including any paid leave. On-call or other forms of penalty payments shall not be counted as time worked.

Section 3.

Eligible employees as defined by FLSA, shall be compensated at the rate of time and one-half (1 1/2) in the form of pay or compensatory time off for authorized overtime worked in excess of eight (8) hours per day or forty (40) hours in any one (1) workweek. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1 1/2), or to effect "pyramiding" of overtime and penalty payments.

Section 4.

Overtime worked will be subject to prior authorization. Prior authorization may be granted on a case-by-case basis, or in general, based on a common situation.

Section 5.

Eligible employees shall receive compensatory time off for overtime worked, unless an employee requests, in writing, to receive cash. Overtime worked will be paid in accordance with payroll administration procedures.

Section 6. Assignment of Overtime.

In assigning overtime work, the Department agrees to consider any circumstances which might cause such an assignment to be an unusual burden upon the employee. When

such circumstances do exist, the employee shall not be required to work unless the employee's absence would cause the Department to be unable to meet its responsibilities.

Section 7. Notice of Overtime.

The Department shall give as much notice as possible of overtime to be worked.

Section 8. Distribution of Overtime.

Overtime shall be distributed equally, as feasible, among employees customarily performing the kind of work required and assigned to the work unit in which the overtime is to be worked.

Employees not required to work under this Section shall have the overtime foregone recognized for the sole purpose of equalization.

Section 9.

Grievances which grieve the eligibility of employees for overtime shall follow the procedure in Article 13, Steps 1 and 2. If the grievance is still unresolved after Step 2, the affected employee may file a charge with the Bureau of Labor and Industries (BOLI), Wage and Hour Division, or with the U. S. Department of Labor (DOL).

Section 10. Exempt Employees.

a. Employees not covered under FLSA shall receive Recognition Leave Pay of up to forty (40) hours per year when one (1) of the following conditions are met:

(1) Performance of work outside normal work hours on a recurring basis or as determined by the supervisor.

(2) Other achievement or performance determined by the Department Head to make an outstanding contribution to Department goals and objectives.

b. This leave shall not exceed forty (40) hours in a fiscal year, shall be compensable only in the form of leave and shall not be cumulative from year to year.

c. This leave shall not be transferable between agencies.

d. A supervisor and an employee shall mutually agree upon when the leave may be taken.

e. A supervisor shall maintain records of the amount of leave granted and used.

Section 11.

The Department, by January 1, 1995, shall provide the Union a list of all exempt employees. This list will not be added to until the open period of the Collective Bargaining Agreement. A new list will then be provided to the Union.

Section 12. Youth Challenge Program.

Overtime shall be event driven. Amount of overtime one receives is not a factor.

Any position that must be temporarily filled due to the incumbent's illness or other absence from work will be offered to existing employees as described below:

a. Where part-time and/or temporary staff are available, they shall be accessed and utilized first.

b. A list of interested employees who want to be considered for overtime will be developed at the beginning of each class.

c. The list will be created at the beginning of each class and prior to the Pre-Challenge program beginning. It shall be relied upon for the six (6)-month period of the class. Management shall develop the list. However, at their discretion, they may seek assistance from a union officer or jointly develop the list.

d. The OYCP shift supervisors shall utilize the six (6)-month list to assign overtime that is required. They will rotate through the list beginning at the top of the list. The initial list shall be in alpha order. After the list has been rotated through, the supervisor starts over again beginning at the top.

e. The supervisors will utilize a tracking system jointly developed within the OYCP labor/management committee. Supervisors shall have an opportunity to provide input to ensure the utility is acceptable to what is required of them.

f. Supervisors will contact the next person in line as identified on the tracking form. They shall make contact down the list until a person on the list is available. Overtime will be made available to the first available person contacted at their residence. This will be documented on the tracking form.

g. In the event the overtime will be four (4) hours or less, supervisors may use an available staff currently on shift utilizing the volunteer overtime list. If a person on the list is not available, supervisors may utilize a staff on the floor not on the list.

h. In the event management is aware of overtime opportunities a day in advance or more, they shall utilize the volunteer overtime list in the order described above.

i. Management retains the right to schedule or mandate overtime in the event no persons are available from the volunteer list.

j. If an employee from the voluntary overtime list is offered overtime and they decline:

- (1) First time, they remain on the list;
- (2) Second time, they go to bottom of list; and
- (3) Third time, they are removed from the list until the next sign-up period.

In the event an employee has missed work during their scheduled work week, they will not be offered overtime that particular week. They will however hold their place on the volunteer overtime list and be offered the next available overtime the following week provided they have not missed work in that week. If management cannot find other employees to work and management offers overtime to the employee, he/she shall be paid at the overtime rate.

Overtime to a maximum accrual of eighty (80) hours shall be paid in the form of compensatory time off. Any additional overtime accrual must first be approved by the Program Director or Commandant and may be paid by supplemental payroll check.

## ARTICLE 19 - MILEAGE, TRAVEL, AND MOVING REIMBURSEMENT

### Section 1. Travel and Mileage Allowance.

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

### Section 2. Moving Expenses.

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

## ARTICLE 20 - DIFFERENTIALS

### Section 1. Night Shift Differential.

a. Night shift differential shall apply to all bargaining union members except part-time employees working less than thirty-two (32) hours per month.

b. In order to qualify for night shift differential, an employee must be in a position which is eligible for overtime compensation.

c. An employee shall be paid a differential of fifty cents (50¢) for all hours of any shift which starts between the hours of 2 p.m. and 2 a.m. and all day Saturday and Sunday effective with the signing of this Agreement. A major portion of an hour is a period of thirty (30) minutes or greater. For the Youth Challenge Program, employees assigned to four (4), ten (10) hour days only shall be paid a differential for all hours of any shift which starts between the hours of 12:00 noon and 12:00 midnight and all day Saturday and Sunday.

d. When a supervisor requires an employee to work a split shift with a break of more than two (2) hours during a normal duty day (does not include rental time), the employee shall be paid night shift differential for those hours worked between 2 p.m. and 2 a.m..

#### Section 2.

This Article shall not apply when an employee is on any paid leave condition or on-call duty.

#### Section 3. 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 21 - PENALTY PAY

#### Section 1. Call Back Compensation.

a. Call back is an occasion where an employee has been released from duty and is called back to work prior to the employee's normal starting time. On such occasions, the employee's scheduled or recognized shift shall be made available for work, except that the Department shall not be obligated to work the employee more than twelve (12) consecutive hours, and sixteen (16) hours for employees in Security at Portland Air Base and Kingsley Field and the employee may choose not to work more than twelve (12) consecutive hours, and sixteen (16) hours for employees in Security at Portland Air Base and Kingsley Field excluding meal periods, of combined call back time and regular shift time.

b. An employee who is called back to work outside their scheduled work shift shall be paid a minimum of the equivalent of two (2) hours' pay computed from when the employee actually begins work.

c. The provision does not apply to telephone calls at home or overtime work which is essentially a continuation of the scheduled work shift.

#### Section 2. Reporting Compensation.

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

b. An employee's reporting time may be changed, without penalty, if the employee is notified a minimum of twenty-four (24) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without proper notice, the employee shall be entitled to a penalty payment of twenty-one dollars (\$21), except as noted under Article 37, section 5(a)(b).

#### Section 3. Show-up Compensation.

An employee who is scheduled for work and reports for work and is released from work shall be paid the equivalent of two (2) hours' pay at the appropriate rate. When an employee actually begins their scheduled shift, the employee shall be paid for the remainder of the scheduled shift at the appropriate rate.

Part-time employees, who actually begin their scheduled shift, shall be paid for the remainder of their regularly scheduled shift.

#### Section 4. Modification of Work Schedule.

When a change of work schedule is requested by an employee and approved by the Department, all forms of penalty pay shall be waived by the employee.

### ARTICLE 22 - FILLING OF VACANCIES

#### Section 1.

The Department desires to fill vacancies with the best qualified applicants available. Within that context, the Department intends to insure that protected classes are given an opportunity to compete for all openings within the bargaining unit.

The Department will determine whether and how a vacancy is to be filled, and will make the determination of which individual will fill the vacancy. Subject to the requirements of affirmative action and equal employment opportunity, where two (2) or more employees are equally qualified for the position, which qualifications will include but not necessarily be limited to work performance and work history, the vacancy shall be given to the employee who has the greater seniority with the Department. The Union may appeal these determinations through the grievance procedure.

#### Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit. Education and training shall be as provided under Article 41.

#### Section 3.

All bargaining unit positions which the Department intends to fill by competitive recruitment shall be posted for a period of not less than three (3) weeks, unless there is an existing list for the classification. Job announcements shall be disseminated through Distribution A and B and posted immediately to insure employees receive timely notification of job opportunities.

#### Section 4. Youth Challenge Program.

The employer shall consider existing ORNGYCP employees to fill any vacant program position prior to using any other recruitment process. The employer shall provide notice of such vacancies by posting an announcement on the employee bulletin board. Employees in the same classification as the vacant position may volunteer to fill that position and the employer shall consider such volunteers on the basis of seniority. Seniority for filling such vacancies is defined as total length of service with the Oregon Military Department.

### ARTICLE 23 - RESTORATION

After termination of unclassified, exempt, or management service for reasons other than specified by ORS 240.555, employees who held positions in the Department shall be restored to their former status in classified or unclassified service. If a reduction in force is required in connection with such return, it shall be accomplished through Article 33 - Layoff, as if the employee returning had always been a part of the bargaining unit.

### ARTICLE 24 - TRIAL SERVICE

#### Section 1.

Each employee appointed to a position in the bargaining unit by initial appointment or promotion shall, with each appointment, serve a trial service period.

#### Section 2.

The trial service period is recognized as an extension of the selection process and is the time immediately following appointment and shall normally be six (6) full months. In no event would trial service exceed twelve (12) months unless as a condition of employment an employee is subject to a security clearance. With the approval of the Union, where trial service is expected to exceed six (6) months, the employee would be notified accordingly. Any extension beyond the normal six (6) month period would be for the accommodation of additional training or where, in the judgment of the Department, the employee has been unable to perform their duties satisfactorily. Where trial service is extended, the Department shall not act in an arbitrary or capricious manner.

#### Section 3. Trial Service for Youth Challenge Program Part-time Employees.

A full trial service period will be imposed unless the employee obtained regular status and has been separated from the Oregon Military Department for less than (1) year. Trial service for part-time employees shall be 1,040 hours worked but in no event shall their trial service period exceed twelve (12) months.

Section 4.

When, in the judgement of the Appointing Authority, performance has been adequate to clearly demonstrate the competence and fitness of the trial service employee, the Appointing Authority may at any time appoint the employee to regular status.

Section 5.

Trial service employees may be removed from service when, in the judgment of the Appointing Authority, the employee is unable or unwilling to perform their duties satisfactorily or the employee's habits and dependability do not merit continuance in the service. Removals under this Article are not subject to the Grievance and Arbitration Procedures.

Section 6.

An employee who is removed from trial service following an Department promotion shall have the right of return to the department and the classification or comparable salary level from which the employee was promoted, unless charges are filed and the employee is discharged as provided in Article 12 - Discipline and Discharge. An employee placed in a comparable salary range must first meet the minimum qualifications for the position.

Section 7.

If any employee is removed from their position during or at the end of the employee's trial service period and the Department Head or designee determines that the employee is suitable for appointment to another position, the employee's name may be restored to the list from which it was certified if still in existence.

Section 8.

An employee who is transferred to another position in the same classification or a different classification in the same department shall complete the trial service period by adding the service time in the former position.

Section 9.

An employee who is transferred to another position in another department prior to the completion of the trial service must complete a full trial service period in the new position.

Section 10.

Failure to successfully obtain security clearance by the Department of Defense will subject the employee to removal from service.

ARTICLE 25 - LIMITED DURATION APPOINTMENTS

Section 1.

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

Section 2.

- a. No newly hired person on a limited duration appointment shall be entitled to any layoff rights under this Agreement.
- b. An employee appointed from permanent regular status in the Department to a limited duration appointment shall be entitled to return to the employee's former permanent regular status classification in the Department when the limited duration appointment is terminated. First priority shall be given to offering

reinstatement position within the former work location. If a position is not available within the former work location, a reinstatement position shall be offered in some other work location. Such return rights shall not apply if charges are filed and the employee is discharged as provided in Article 12 - Discipline and Discharge.

### Section 3.

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

- a. That the appointment is of limited duration;
- b. That the appointment may cease at any time;
- c. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2 (b) of this Article;
- d. Those persons who accept a limited duration appointment who were formerly Department employee are entitled to rights under the layoff procedure starting from the prior class within the Department; and
- e. That, in all other respects, limited duration appointees have all rights and privileges of other classified/unclassified employees including but not limited to wages, benefits, and Union representation under this Agreement.

## ARTICLE 26 - JOB SHARING

### Section 1.

"Job sharing position" means a full-time position that may be held by more than one (1) individual on a shared time basis whereby each of the individuals holding the position works less than full time.

### Section 2.

Job sharing is a voluntary program. Any employee who wishes to participate in job sharing may submit a written request to the Appointing Authority to be considered for job share positions. The Appointing Authority shall determine if job sharing is appropriate for a specific position and will recruit and select employees for job share positions, where job sharing is determined.

### Section 3.

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

### Section 4.

Job sharing employees shall be entitled to share the full Employer-paid insurance benefits for one (1) full-time position based on a prorate of regular hours scheduled per week or per month, whichever is appropriate. In any event, the Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one (1) full-time employee. Each job share employee shall have the right to pay the difference between the Employer-paid insurance benefits and the full premium amount through payroll deduction.

### Section 5.

If one (1) job sharing partner in a job sharing position is removed, dismissed, resigns, or otherwise is separated from state service, the Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the Appointing Authority determined that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the Appointing Authority, the



remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntarily demote, if a vacancy exists. If the above conditions are not available or acceptable, the employee agrees to resign.

#### ARTICLE 27 - VOLUNTARY DEMOTION

An employee may make a request in writing to the Appointing Authority for a demotion from a position in one (1) classification to a vacant position in a classification of a lower rank for which the employee is qualified. If the Appointing Authority approves the request, the employee so demoted may, at a later date, request that their name be placed on an appropriate list for reemployment to the higher classification.

#### ARTICLE 28 - PERSONAL LEAVE DAYS

##### Section 1.

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

- a. All full-time employees shall be entitled to sixteen (16) hours of personal leave with pay each fiscal year.
- b. Part-time and job-share employees shall be granted such leave in a prorated amount of sixteen (16) hours based on the same percentage or fraction of month they are hired to work, or as subsequently formally modified, provided it is anticipated that they will work one thousand forty (1,040) hours during the fiscal year.

##### Section 2.

Should any employee fail to work one thousand forty (1,040) hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

##### Section 3.

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

##### Section 4.

Such leave may be used by an employee for any purpose the employee desires.

#### ARTICLE 29 - SICK LEAVE

##### Section 1. Sick Leave With Pay.

Sick leave with pay for employees shall be determined in the following manner:

- a. Eligibility for Sick Leave With Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.
- b. 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 is in pay status for thirty-two (32) hours or more in that month.
- c. Accrual Rate of Sick Leave With Pay Credits. Full-time employees shall accrue eight (8) hours of sick leave with pay credits for each full month they are in pay status. Employees who are in pay status for less than a full month, but at least thirty-two (32) hours shall accrue sick leave with pay on a prorated basis.

##### Section 2. Utilization of Sick Leave With Pay.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate

household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee has the duty to insure that they make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Department to support the employee's claim for sick leave, if the employee is absent in excess of three (3) days, or if the Department has evidence that the employee is abusing sick leave privileges. The Department may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Department has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. In cases of pregnancy, the Department may require a certificate from the attending physician to determine if the employee should be allowed to work.

### Section 3. Bereavement.

Employees who have earned sick leave credits shall be eligible for sick leave, vacation leave, comp time, or leave without pay, at the option of the employee for a reasonable period of absence from employment to discharge the customary obligations arising from a death in the immediate family of the employee or the employee's spouse. For purposes of bereavement, "immediate family" shall include the employee's parent(s), wife, husband, child, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household.

### Section 4. Sick Leave With Pay on Termination.

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

### Section 5. Sick Leave Exhausted.

a. After earned sick leave has been exhausted, the Department 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 the duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of the position. The Department may, at its discretion, request such certification as may be necessary as to the employee's abilities to return to work.

b. After earned sick leave has been exhausted, the Department may grant sick leave without pay for any non-job-incurred injury or illness of continuous and extended nature to any employee upon request for a period up to one (1) year. Extensions of sick leave without pay for a non-job-incurred injury or illness beyond one (1) year may be approved by the Department.

c. The Department may require that the employee submit a certificate from the attending physician or practitioner in verification of a disability, or its continuance resulting from a job-incurred or non-job-incurred injury or illness. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits or existing employer paid health insurance shall be borne by the Department. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service may be terminated.

d. After all earned sick leave has been exhausted, an employee may request in advance, in cases of illness, to use other paid leave. The Employer may grant such requests and may require that the employee provide verification from an attending physician of such continuous and extended illness. Such requests shall not be unreasonably denied.

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

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

#### Section 7. Transfer of Accruals.

An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to different state department.

#### Section 8. Workers' Compensation Payment.

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

#### Section 9. Hardship Leave.

These provision shall apply for the purpose of allowing employees to donate accrued vacation leaves for use by eligible recipients as sick leave. The Department will allow employees to make irrevocable donations of accumulated vacation leave to a co-worker in that Department. For purposes of this Agreement, hardship leave donations will be administered under the following stipulations and the terms of this Agreement shall be strictly enforced with no exceptions:

- a. The recipient and donor must be regular status employees of the Department.
- b. The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.
- c. Use of donated leave shall be consistent with those provision found under this Article, Section 2.
- d. Applications for hardship leave shall be in writing and sent to the Department's Personnel Section and accompanied by the treating physician's written statement certifying that the illness or injury will continue for thirty (30) days or a period of time agreed to by the Appointing Authority following donee's projected exhausting of the accumulated leave. 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 Department for such costs as are incurred for insurance contributions pursuant to Article 14 for which the recipient is eligible to receive as a result of their use of donated hardship leave.
- f. Accumulated leave includes, but is not limited to, sick leave, vacation leave, personal business leave, and compensatory leave accruals.
- g. Employees otherwise eligible for or receiving Workers' Compensation, or on parental leave will not be considered eligible to receive donations under this Agreement.

### ARTICLE 30 - HOLIDAYS

#### Section 1.

The following compensable holidays shall be recognized:

- a. New Year's Day on January 1;
- b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- c. President's Day on the third Monday in February;

- d. Memorial Day on the last Monday in May;
- e. Independence Day on July 4;
- f. Labor Day on the first Monday in September;
- g. Veterans Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. Christmas Day on December 25; and
- j. Every day appointed by the Governor of the State of Oregon as a holiday.

#### Section 2. Special Day.

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 share of eight (8) hours of paid leave. This paid leave shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year's Day. Employees who become employed after Thanksgiving but before Christmas may request the State option of using this paid leave on the workday before or after Christmas or the workday before or after New Year's Day. If the employee chooses not to take one (1) of the aforementioned days, another day may be mutually agreed upon, provided such time is taken off by January 5<sup>th</sup> of the following year.

#### Section 3. Holiday Eligibility.

All 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 up to eight (8) hours for each recognized holiday listed in Section 1, pursuant to A and B below, provided the employee works thirty-two (32) hours or more during the month or appropriate pay period and meets the pay status test as specified below. Holiday pay shall be based on an eight (8) hour day. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave. An employee who utilizes leave without pay in conjunction with sick leave may be required to provide verification from an attending physician.

a. Full-time employees shall receive eight (8) hours of holiday pay, provided they are in pay status their normal scheduled workday immediately before and immediately following the designated holiday.

b. Part-time, hourly employees and full-time employees on a leave without pay status 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, provided the employee is in paid status the normally scheduled work day before and following the holiday.

#### Section 4. Work on a Holiday.

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

An employee will receive compensatory time off for holiday time worked unless the employee requests, in writing, cash, within budgetary constraints, with notice to the Union. The compensatory time accrual limits established in Article 38 (Scheduling of Compensatory Time Off) shall apply.

#### Section 5. Observance.

a. When a holiday specified in Section 1 of this Article falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in Section 1 of this Article falls on a Sunday, the following Monday shall be recognized as the holiday.

b. However, the parties recognize that some positions must be staffed on each and every holiday, and that employees in these positions cannot be released from duty on those holidays. Part A. of this Section shall not apply to employees in these positions and the holiday shall be observed on the actual day specified in Section 1. Employees filling such positions will be notified in writing prior to hiring or when their work assignment is changed that they may have to work on certain holidays.

Section 6. Alternative Work Schedules.

During the workweek in which a compensable holiday occurs, an employee who has an approved work schedule other than a five (5) day, eight (8) hour work schedule shall revert to a five (5) day, eight (8) hour work schedule for that week only. For person working an alternative work schedule, during a week where a recognized holiday occurs, in lieu of returning to a regular five (5) day, eight (8) hour work schedule, an employee may use accrued vacation leave, personal business leave, leave without pay or comp time to cover hours beyond the eight (8) hours of holiday leave. The alternative is for the employee working an alternative schedule to adjust the workweek schedule to accommodate a forty (40) hour work schedule.

Section 7. Work Out-of-Class.

Employees assigned to work out-of-classification in accordance with Article 34 - Classification and Classification Changes, shall receive holiday pay at the higher rate of pay, if the holiday falls during the employee's work out-of-classification assignment.

ARTICLE 31 - OTHER LEAVES

Section 1. Leaves With Pay.

a. Pre-Retirement Counseling Leave. Leave with pay for an employee to investigate and assemble a retirement program may be granted by an appointing authority for a period up to three and one-half (3 ½) days of leave within three (3) years of the chosen retirement date. Employees shall request the use of leave provided in this Section at least ten (10) days prior to the intended day of use.

Authorization of the use of pre-retirement leave shall not be unreasonably denied unless the Department determines that the use of such leave handicaps the efficiency of the employee's work unit.

When the date requested for pre-retirement leave cannot be granted for the above reason, the Department 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.

b. Service With A Jury. An employee shall be granted leave with pay for service with a jury when such service occurs during the employee's regularly scheduled shift. When an employee works hours other than those coinciding with the jury service, the employee must request a change in work schedule. The Department shall grant the employee's request upon receipt of a copy of the jury summons. The employee may keep any money paid by the court for serving on a jury. The Department reserves the right to petition for removal of the employee from jury duty if, in the Department's judgment, the operating requirements of the Department would be hampered.

c. Court Appearances. When any employee is not the plaintiff or defendant, the employee shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

d. Military Training Leave. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National

Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any federal fiscal 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 eleven (11) 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.

e. Military Emergency Services Leave. An employee who is a member of the Oregon National Guard or other reserve component may use vacation, personal business, comp time, or leave without pay at their discretion to cover the absence to perform this duty. The employee shall return to work on the next normally scheduled work day following deactivation unless otherwise authorized by his/her supervisor.

f. Test and Interview Leave. With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Department; 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 Department.

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

#### Section 2. Leaves Without Pay.

a. Military Leave Without Pay. An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. However, such reduction in salary will not be made for an FLSA exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full work weeks. The employee shall, upon honorable discharge from such service, be returned to a position in the same class as the employee's 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 the employee is not physically qualified to perform the duties of their former position by reason of such service, the employee shall be reinstated in other work that the employee is able to perform at the nearest appropriate level of pay of the employee's former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43.

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

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

d. Parental Leave. A parent shall be granted a leave of absence without pay for a reasonable period of time, not to exceed six (6) months, dependent upon Department workload requirements, to care for a new baby. Extensions beyond the six (6) months or alternate work schedules may be arranged by mutual agreement between employee and supervisor.

Family Medical Leave. The Employer intends to conform its policies and practices consistent with the federal Family Medical Leave Act and the Oregon Family Leave Act.

e. Election Day. Work and travel will be arranged to allow employees the opportunity to vote on their own time on recognized state and federal election days unless they are given sufficient notice to enable time to obtain an absentee ballot. In case of war, emergency conditions, or other military emergencies, this language will not apply.

## ARTICLE 32 - VACATION LEAVE

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

Full-time employees shall be credited with forty-eight (48) hours of vacation leave the first of the month following six (6) full months of State service and thereafter vacation leave shall be accumulated as follows:

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

A full-time employee working less than a full month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service and that break does not exceed two (2) years, the employee shall be given credit for the time worked prior to the break in service. Vacation Leave shall not accrue during a Leave of Absence Without Pay (LWOP), 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) workdays for each twelve (12) full months of service (eight [8] hours per month)
Sixty-first (61st) month through	Fifteen (15) workdays for each twelve

one hundred twentieth (120th) month (12) full months of service (ten [10] hours per month)

One hundred twenty-first (121st) month through one hundred eightieth (180th) month Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)

One hundred eighty-first (181st) month through two hundred fortieth (240th) month Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) hours per month)

After two hundred fortieth (240th) month Twenty-four (24) workdays for each twelve (12) full 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. Vacation Leave for Seasonal Employees.

After having served a combination of seasonal periods totalling six (6) full months (a minimum of one thousand forty [1,040] hours), seasonal employees shall be credited with forty-eight (48) hours of vacation. In accumulating this initial six (6) months of service, time worked prior to a break in service may be credited if the break does not exceed two (2) seasons. An employee may not be credited with more than one (1) season during a calendar year. Thereafter, vacation leave shall be accumulated as follows:

After a total of six (6) months (a minimum of one thousand forty (1,040) hours) Twelve (12) workdays for each twelve (12) full months of service through fifth (5th) annual season (eight (8) hours per month)

After fifth (5th) annual season through tenth (10th) annual season Fifteen (15) workdays for each twelve (12) full months of service (ten (10) hours per month)

After tenth (10th) annual season through fifteenth (15th) annual season Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)

After fifteenth (15th) annual season through twentieth (20th) annual season Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) hours per month)

After twentieth (20th) annual season Twenty-four (24) workdays for each twelve (12) full months of service (sixteen (16) hours per month)



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

Section 4. Eligibility for Vacation Credits.

Time spent by an employee in actual State service or on Peace Corps, military, 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 5. Restoration of Vacation Leave Credits.

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

Section 6. Termination Vacation Pay.

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

Section 7. Scheduling of Vacations.

An employee shall request the dates of their vacation in advance and the Department shall grant or deny the request for vacation within a reasonable period of time. Request will not be unreasonably denied. If two (2) or more employees request the same days off and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of continuous service with the Department shall be granted the time off.

Vacations that have been scheduled and approved may not be cancelled by the Department except in the event of an emergency. When unrecoverable vacation deposits are incurred by an employee and the vacation is cancelled by the Department, the Department shall pay the unrecoverable deposits, proof of which may be required for reimbursement. In the event of a schedule change caused by seniority or a transfer at the request of an employee, the provisions of this Section shall not apply.

Section 8. Scheduling of Vacations – Youth Challenge Program.

Sign-ups for vacation time use will be completed during the months of January and July. If two (2) or more employees request time off for the same period of time and the employer is unable to grant both requests, the employee having the most seniority with the department shall be granted time off. Interim requests for leave will be handled in accordance with Section 7 and operation and staffing requirements of YCP.

Section 9. Vacation Accrual.

An employee shall be allowed to accumulate a maximum of three hundred (300) hours of vacation leave; however, in the event of separation or layoff any unused vacation up to two hundred fifty (250) hours will be paid to the employee. An employee transferring in from another State agency may transfer up to eighty (80) hours of accrued vacation leave. Where vacation leave is requested and denied resulting in loss of leave, the employee shall be authorized to cash out forty (40) hours of vacation leave accrued.

Section 10.

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

Section 11.

In the event of an employee's death, all monies due the employee for accrued vacation and salary shall be paid as provided by law.

ARTICLE 33 - LAYOFF

Section 1.

A layoff is defined as a separation from the service for involuntary reasons not reflecting discredit on an employee. An employee shall be given written notice of layoff as far in advance as possible but not less than fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

Section 2.

The layoff procedure shall occur in the following manner:

a. The Department shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Department shall notify, in writing, all affected employees of their seniority and their contractual bumping rights. The Department shall notify the Union of the seniority of all employees in all affected positions in writing. The Department shall also post a copy of the seniority of all affected positions in the geographic area on the employee bulletin board.

b. Temporary and contractual employees working in the classification and geographic area in which a layoff occurs shall be terminated prior to the layoff of trial service or regular employees.

c. Employees shall be laid off and seniority calculated within a geographic area and within the following separate categories: Permanent full-time positions; Permanent part-time positions; or Seasonal full and part-time positions. An initial trial service employee cannot displace any regular status employee.

d. An employee notified of a pending layoff shall select one (1) of the following options and communicate such choice in writing to the Human Resources Manager within five (5) calendar days from the date the employee is notified in writing:

(1) The employee may displace an employee in the Department with the lowest seniority in the same classification for which the employee is qualified in the same geographical area in the Department where the layoff occurs.

(2) The employee may displace an employee in the Department with the lowest seniority in a position in a classification with the same salary range (lateral) for which the employee is qualified in the same geographic area where the layoff occurs, provided that the employee has previously completed trial service in a position in that classification with the Department.

(3) The employee may demote to the lowest seniority position in any classification for which the employee is qualified within the Department and geographic area. Employees who elect to demote shall be placed on any geographic area layoff list of the employee's choice, within the Department, for the classification from which the employee demoted.

(4) The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of their choice, within the Department, for the classification from which the employee was laid off.

e. To be qualified for the options under Sections 2(d)(1), (2) and (3), the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within two (2) weeks. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump. Further, the two (2) week time period is for the purpose of orienting an employee to the position, not training the employee to perform the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Department prior to bumping into the position.

If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position, the employee may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in

the next lowest position has a lower seniority than the employee displacing or demoting and that the employee is capable of performing the specific requirements of the position.

f. When exercising an option under Sections 2(d)(1), (2) and (3), an employee shall only be eligible to displace another employee with a lower seniority.

g. Job-Share.

(1) Individuals filling a job-sharing position which totals a full-time equivalent at the time of calculation of seniority shall be considered as one (1) full-time equivalent, or, as two (2) part-time employees. This determination shall be made by the Department at the time the position is created. For all current job-share positions, they shall be considered as part-time positions for purposes of this Article.

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

(3) Seniority for a current full-time equivalent job-share position shall be determined by giving the employee one (1) point per month for each continuous month spent on the job-share if the two employees are to be treated as a full-time equivalent for purposes of layoff. Seniority for prior noncontinuous job-share time shall be calculated on the same basis as part-time service. Total seniority for employees in the job-share position will be determined by averaging the two (2) individuals' scores.

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

h. If an employee is overfilling or underfilling a position, the employee will be considered in the position classification for the purposes of this Article. If an overfill employee is displaced, demoted in lieu of layoff, or is laid off, the employee shall retain their overfill status upon return to the employee's classification.

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

Section 3.

For purposes of this Article, the term "Department" does not include employees represented by other Unions. There will be no cross-bumping between Unions. If, however, the Employer and/or the Department permits another Union to cross-bump into AFSCME positions, such rights shall be extended to AFSCME.

There shall be no cross-bumping between the bargaining unit and management service, unless the management person had prior non-management Department service. The management person may use the bargaining unit time only in accordance with this Article.

Section 4.

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

a. One (1) point per month for each full month of unbroken service in a position certified by the Employment Relations Board as represented by the Union, excluding temporary service.

b. A break in service is a separation or interruption of employment without pay of more than two (2) years.

c. All part-time service shall be credited on a prorated basis. Periods of authorized leave without pay will be deducted from seniority calculations.

d. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

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

(1) Length of continuous service with the Department;

(2) Length of continuous service in the job classification.

(3) If ties between employees still exist, the order of layoff shall be determined by the Department in such a manner as to conserve for the State the services of the most qualified employee.

Section 5.

Any trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the Department layoff list, but shall be restored to the eligible list from which certification was made if the eligible list is still active. Restoration of the list shall be for the remaining period of eligibility that existed at the time of appointment from the list.

Section 6.

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

Section 7. Department Layoff Lists.

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

The employee shall designate, in writing, the geographic area layoff list(s) on which the employee wishes to be placed. The term of eligibility of candidates placed on the list shall be two (2) years from the date of placement on the list.

Section 8. Recall.

Employees who are on a Department layoff list shall be recalled by geographic area in seniority order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position's classification and who is capable of performing the specific requirements of the position as stated on the position description within two (2) weeks.

An employee who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the two (2) week time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Department prior to being recalled to the position.

If an employee on a layoff list is offered a position, the employee may refuse the position, but his/her name will be removed from the layoff list in that geographic area.

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

If a temporary appointment is necessary in any geographic area and is expected to last longer than forty-five (45) days and there is a layoff list for that classification in the geographic area, employees on the layoff list shall first be offered the temporary appointment prior to hiring any other temporary. Not accepting a temporary job does not constitute a right of refusal under this Section. This shall only apply to employees separated from State service. Such employees shall be appointed as a temporary employee, remain on the layoff list, and will not be eligible for any benefits covered under this Agreement.

Section 9. Geographic Area.

- a. Salem HQ STARC Armory/USPFO  
AASF - Salem  
OMA - Monmouth  
Camp Adair
- b. Camp Rilea
- c. Camp Withycombe

- d. Armories and COUTES, UMDA
- e. Portland Air Base
- f. Kingsley Field
- g. YCP

Section 10.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons beyond the Employer's control which does not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. Such interruptions of employment shall be recorded and reported as leave without pay. Employees remaining on duty during the temporary interruption will be selected by seniority within classification.

ARTICLE 34 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

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

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

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

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

Section 2. Revision of Classification Series.

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

b. Should the Department establish a new classification or materially revise an existing classification during the life of this Agreement, the parties shall meet and negotiate the salary range for the new or revised classification.

Section 3. Reclassification Procedure.

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

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

Section 4. Upward Reclassification.

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

#### Section 5. Downward Reclassification.

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

b. The Department 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 rate of pay 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.

d. No employee with the same duties within the same classification in the same geographic area shall be reclassified downward while other employees with less service credits remain in the original class.

#### Section 6. Equal Reclassification Rate.

When an employee is reclassified to a class having the same salary range, the employee's 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. If the new salary rate is less than a four percent (4%) increase, then the employee's rate shall be the next step of the new salary range.

In no case shall it exceed the new salary range maximum.

#### 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 their 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 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 Department Personnel Officer to the date the duties were removed.

#### Section 10.

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

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

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

b. If the Department's response does not resolve the matter, the Union may within fifteen (15) calendar days from the date of the Department response, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to Section 7 of Article 13 (Grievance Procedures). The appeal must be in writing and sent to the Labor Relations Division of the Department of Administrative Services within fifteen (15)

calendar days after receipt of the Department's written response in sub (a) of this Section. The appeal must state the following:

The reason(s) why the decision was arbitrary.

The arbitrator shall allow the decision of the Department to stand unless the employee finds the decision was arbitrary.

If the arbitrator finds the Department'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, the employee shall refer the issue to the Department for reconsideration. The arbitrator shall have no power to substitute his/her discretion for the Department's discretion on classification matters.

This Section shall supersede Section 8 of Article 13 (Grievance Procedure/ Arbitration) on the delineation of the arbitrator's authority on matters spoken to in this Article. Section 11.

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

## ARTICLE 35 - LEADWORK DIFFERENTIAL

### Section 1.

Leadwork differential will be paid to employees who are formally assigned in writing to perform leadwork. Leadwork is where an employee has been formally assigned to do substantially all of the following:

To orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards; and provide informal assessment of workers' performance to the supervisor.

### Section 2.

The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing.

### Section 3.

If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no "pyramiding" occurs (*i.e.*, if an employee is receiving the leadworker differential and an out-of-classification differential, the two differentials would be calculated separately and then added onto the base pay).

### Section 4.

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

### Section 5.

If an employee believes that the employee is performing the duties of a leadworker, but the duties have not been formally assigned in writing, the employee may submit the matter for resolution through the grievance process.

## ARTICLE 36 - POSITION DESCRIPTIONS/PERFORMANCE APPRAISALS

### Section 1. Position Descriptions.

Individual position descriptions shall be in writing and delineate the specific duties currently assigned to the 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 34 (Classification and Classification Changes).

The position description shall be subject to an annual review with the employee. Nothing contained herein shall compromise the right or the responsibility of the Department to assign work consistent with the classification specification.

### Section 2. Performance Appraisal.

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

If there are changes made in the performance appraisal after discussion with and signature by the employee, the revised appraisal will be rediscussed with the employee. The employee shall have the opportunity to comment on and shall sign the revised appraisal. That signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided to the employee at this time. All written comments provided by the employee within thirty (30) days of the evaluation shall be attached to the performance evaluation. Performance evaluations are not grievable nor arbitrable under this Agreement nor shall they be used for purposes of disciplinary action, layoff, annual eligibility date performance pay increases. They will only be used to assist in the evaluation of an employee's performance.

### Section 3.

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

### Section 4.

The Department shall give notification in writing of withholding of performance increases to an employee at least fifteen (15) days prior to the employee's eligibility date. When the performance increase is to be withheld, the reasons shall be given in writing and will be subject to "just cause" standards. Any grievance for denial of annual performance pay increases will be processed under Article 13. If an annual increase is not granted on the eligibility date, the employee's eligibility date is retained no longer than eleven (11) months beyond the eligibility date. If the increase is subsequently granted within eleven (11) months, it shall be effective on the first day of the following month and shall not be retroactive.

## ARTICLE 37 - WORKWEEK, WORKDAY AND WORK SCHEDULE

### Section 1. Workweek Defined.

a. The workweek is defined as seven (7) consecutive calendar days beginning on 12:01 a.m. on Monday and ending on the following Sunday at 12:00 midnight. A workday is



the twenty-four (24) hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight.

b. In the event an employee requests and is authorized to work a five (5) 4/9 work schedule, the workweek is defined as seven (7) consecutive calendar days beginning at 12:01 p.m. on the requested scheduled day off and ending that same day in the following week at 12:00 p.m. (noon).

### Section 2. Work Schedules Defined.

A regular work schedule is five (5) consecutive eight (8) hour days. Alternative work schedules are anything other than five (5) consecutive eight (8) hour days.

a. Employees on a Regular Work Schedule. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements. Each employee working an eight (8) hour day shall be allowed two (2) rest periods.

b. Employees on an Alternative Work Schedule. A rest period of fifteen (15) minutes shall be allowed during each consecutive work period of four (4) hours or more. Such rest periods shall be in accordance with operating requirements.

c. Employees expected to work two (2) or more overtime hours past their regular shift shall be entitled to a fifteen (15) minute rest period at the end of their regular shift and shall be entitled to rest periods as scheduled by the subsequent shift.

### Section 3. Meal Periods.

a. All employees working at least an eight (8) hour workday shall be granted a nonduty meal period of not less than thirty (30) minutes and not more than one (1) hour. Such meal period shall be scheduled as close as possible to the middle of the workday. Employees working less than an eight (8) hour workday may be granted a meal period as determined by the Department.

b. Youth Challenge Program employees shall be offered meals at the employer's cost. Employees detailed to a work crew or camp out who are otherwise entitled to per diem allowances under the State's travel policy shall be provided meals at no cost to the employee. Group Life Coordinators shall be paid for meal periods when the nature of the work makes it impossible for the employee to be fully relieved from duty for at least one-half hour.

### Section 4. Rest Periods.

All employees shall be granted a rest period of fifteen minutes in every four (4) hours working time or major fraction thereof (i.e., more than two (2) hours) to be taken insofar as practicable, in the middle of the work period.

### Section 5. Employee Requested Change in Work Schedule.

An employee desiring a change in work schedule may request such change to their supervisor. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to reporting pay, overtime compensation, and shift differential associated with the request. The employee's request may not be unreasonably denied, subject to the operational needs of the Department. Operational need shall be understood to include the following examples or like circumstances:

a. National emergency or formal military declaration;

b. State of emergency declaration by the Governor, TAG, or Installation Command where such declaration is consistent with operational readiness;

c. Staffing level requirements necessary to provide operational coverage.

In the event of a. or b., those provisions under Article 21 - Penalty pay shall not apply.

### Section 6. Reporting time.

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

An employee's reporting time may be changed without penalty if the employee is notified a minimum of twenty-four (24) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without the required notice, the employee shall be entitled to penalty payment at time and one-half (1-1/2) for the first two (2) hours worked.

An employee who is scheduled for work and reports for work shall be paid a minimum of two (2) hours, except where the scheduled shift is less than four (4) hours in duration. Then the employee shall be paid for the hours scheduled.

Section 7. Bidding Security Police.

The Department will continue current practice on employee bidding shift, days off and maintain the current practice on the duration of the bid cycle. At PANG, shifts will be bid in July of each year and implemented in October.

Section 8. Youth Challenge Program.

a. Working Conditions/Hours of Work – Group Life Coordinator (GLC) 1's and 2's may work four (4) ten (10) hour shifts, except for those GLC's working weekend relief schedules who shall work eight (8) hour shifts.

b. Work schedules shall be changed to accommodate work crews that must camp out. All hours spent on the camp out are considered hours worked and shall be eligible for overtime after forty (40) hours in the workweek.

c. Shift assignments and regular days off within GLC classifications shall be determined by bid process and awarded on the basis of seniority. Employees in GLC classifications who have completed their initial trial service may bid for shifts and regular days off. All bids must be in writing and signed by the bidding employee. Bidding shall occur annually as scheduled by the employer. Shift assignments and the work schedule will be posted seven (7) days prior to the effective date. Employees who do not submit a bid will be assigned at the discretion of the employer along with trial service employees. Absent a temporary emergency situation, the employer shall make no changes to assigned shift schedules without providing at least 24-hours notice to the affected employees.

d. Shift exchanges between two employees may be permitted upon mutual agreement of both employees and with the approval of the Commandant. The shift exchange shall be in writing on a form provided by the employer. The shift exchange agreement transfers responsibility for shift coverage to the employee who the agreement shows was scheduled to work. In no event shall the requested shift exchange subject the employer to the payment of overtime.

e. At the employer's discretion, employees shall be offered available work during program down time. During program down time, if no training or other work is directed and scheduled by the employer, employees may use accrued vacation, compensatory time or leave without pay to cover the absence during this period. If the employee elects leave without pay, the employer will provide COBRA notification pursuant to federal law.

ARTICLE 38 - SCHEDULING COMPENSATORY TIME OFF

Section 1.

Subject to the operating requirements of the Department, an employee shall have his/her choice of scheduling compensatory time off on a first come, first served basis. If two (2) or more employees request the same period of time off on the same day, and this conflicts with operating requirements, the employee having the greatest seniority with the Department shall be granted the time off, if the matter cannot be resolved by agreement between the employees concerned.

Section 2.

a. Compensatory time off shall be scheduled in accordance with standard procedures used for vacation leave and are subject to the provisions under the vacation leave Article.

b. Youth Challenge Program sign-ups for compensatory time use will be completed during the months of January and July. If two (2) or more employees request time off for the same period of time and the employer is unable to grant both requests, the employee having the most seniority with the department shall be granted the time off.

Section 3.

Employees shall request compensatory time off no less than five (5) calendar days before the employee wants the time off. Management will respond to the employee within five (5) days of the request. Request to use accumulated compensatory time will not be unreasonably denied, subject to the operational needs of the Department. Compensatory time may be taken in time increments of less than eight (8) hours.

Section 4.

An employee may accrue up to one hundred (100) hours of compensatory time. The Department may allow accrual of additional hours of compensatory time off above one hundred (100) hours if specifically requested by the employee. When the accrual exceeds forty (40) hours, a mutually agreed upon plan developed by the employee and supervisor shall be submitted to the State Personnel Office (AGP). The agreed upon plan may provide an employee one hundred twenty (120) days to use hours accrued over sixty (60). If there is no mutually agreed upon plan in place, when the leave exceeds one hundred (100) hours, the employee shall be paid for all leave over sixty (60) hours.

Section 5.

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

ARTICLE 39 - CAREER DEVELOPMENT

Section 1.

The Department will provide a career path resource person to provide a normal promotional path and career development counselling for bargaining unit employees. Counselling will included review of the minimum qualifications necessary for potential classifications.

Section 2.

Two (2) Union representatives and two (2) Employer representatives will meet, if requested by either party, to discuss utilization and results of the service provided by this Article.

ARTICLE 40 - SAFETY AND HEALTH

Section 1.

The Employer agrees to abide by standards of safety and health in accordance with the Oregon Statutes and Administrative Rules.

Section 2.

Proper safety devices and clothing shall be provided by the Department for all employees engaged in work where such devices and clothing are necessary to meet the requirements of the Department of Consumer and Business Services or if deemed necessary by the Department. Such equipment, where provided, must be used. Protective clothing and safety devices shall remain the property of the Department and shall be returned to the Department upon termination of employment.

Section 3.

If an employee claims that assigned equipment or job assignment is unsafe or might endanger their health, and for that reason refuses to use the equipment or perform the assigned job, the employee shall immediately give their specific reasons to the employee's supervisor, in writing, who shall make an immediate determination in consultation with a representative of the appropriate governmental agency (as may be needed) regarding the safety of the equipment or job assignment in question. At the discretion of the Union, an official Union representative may accompany the Department's Safety Representative, or the DCBS representative conducting the safety inspection.

Section 4.

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

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 the employee's health shall not be paid by the Department unless the employee's claim is upheld.

Section 5.

The Department shall provide and maintain first aid kits for use in emergencies. Said first aid kits shall be in all work locations and shall be available for emergency use.

Section 6.

Oregon Military Department employees required to work with inmates shall receive appropriate Department of Corrections training within a reasonable time.

ARTICLE 41 - EDUCATION AND TRAINING

Section 1.

The Department will, as far as it is reasonably practicable to do so, provide training and education opportunities for employees including support and technical staff. Such opportunities may include, but not be limited to, job-related training, career development, job rotations, and special assignments. The Department will obtain and disseminate current information about available training and opportunities on a timely basis.

Section 2.

Training for employees may be conducted both during and outside of an employee's work schedule. When an employee's attendance is required by the Department, the employee shall be notified in writing, and the employee shall be paid for the time as time worked.

Section 3.

The Department may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Attendance at such training may be mandatory without loss of pay to the employee. The Department shall determine the method of travel and shall reimburse or pay for those travel expenses.

Section 4.

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

ARTICLE 42 - UNIFORMS AND PROTECTIVE CLOTHING

Section 1.

The Department shall continue current practice with respect to protective clothing except as modified by this Article.

Section 2.

If the Department requires that uniform clothing of a distinctive design or fashion be worn by certain employees, the Department shall provide the designated clothing.

Section 3.

The Department shall provide coveralls to Armory Operation Technicians, CE Trades Occupation employees working in trades that necessitate protection from paints, solvents, and grease.

Section 4.

Military Resource Protection Patrol Officers will be required to wear the prescribed head gear at the main and alternate entry points to the installation.

Section 5.

Youth Challenge Program military members shall be required to wear their military uniform while working.

Section 6.

The employer shall provide safety boots to all employees who are required under OSHA regulations to wear safety boots. The department shall provide several options to employees which meet the employer's specifications. Where ADA reasonable accommodations are necessary those accommodations will be provided through the OMD State Personnel Office.

ARTICLE 43 - INCLEMENT CONDITIONS

Refer to State Policy (HRMD) 60.015.01.

ARTICLE 44 - WORKERS' COMPENSATION

Injured workers return to work shall be in accordance to State Policy 50.020.01.

ARTICLE 45 - SEASONAL EMPLOYEES

Positions represented by the union which occur, terminate (unscheduled) and recur periodically and regularly, regardless of duration thereof, shall be designated as seasonal positions.

Employees will complete a trial service after having served a combination of seasonal periods totaling six (6) full calendar months or a minimum of 1,040 hours. A seasonal employee will not receive personal business leave unless 1,040 hours is anticipated to be worked in the season. Otherwise, seasonal employees shall be entitled to all rights and benefits of full-time employees during the employment season, except as modified by this Agreement.

A person appointed to a seasonal position during the term of this Agreement shall be informed in writing at the time of appointment that the position has been designated as a seasonal position and that the employee may expect to work only when work is available. A seasonal employee may be scheduled for work at the discretion of the supervisor when the workload for the position so justifies without any penalty pay provision for short notice.

The unscheduling of an employee appointed to a seasonal position shall not be considered a layoff. Whenever possible, a seasonal employee shall be given ten (10) calendar days notice of the scheduling and unscheduling of work. When such notice cannot be given, such employees may be unscheduled without advance notice. The employer shall not use unscheduling of work as a method for (unofficially) disciplining or discharging a seasonal employees.

Employees in seasonal positions who have reached regular status and are eligible for retirement benefits shall participate in PERS (Public Employees Retirement System). A seasonal employee shall qualify for PERS participation when at least 600 hours has been worked in a 12 month period. A six percent (6%) special differential shall not be offered in lieu of participation in PERS.

ARTICLE 46 - COMMERCIAL DRIVER'S LICENSE (CDL)

Section 1. Application.

This Agreement covers all AFSCME represented employees who are required to possess a commercial driver's license and perform safety sensitive functions in all agencies where the Union is the bargaining agent. This Agreement is specifically limited to meeting the alcohol and drug testing requirements pursuant to Federal Department of Transportation regulations for Commercial Driver's License (CDL) and applicable law.

Section 2. Payment for Testing.

Agencies will pay for the initial and confirmation tests. If an employee wants additional tests conducted, or if the tests are required under a last chance agreement, the employee pays for the test. Testing will be for substances listed in Part 40.21(a).

Section 3. Pre-Employment Testing.

A pre-employment alcohol and drug test will be conducted under the following conditions, except where conditions listed in Part 382.301(b)(c) are met:

- a. New hire to the agency of employee who is currently in an AFSCME-represented bargaining unit, unless the employee meets the requirements outlined in the regulations.
- b. Return from layoff.
- c. Reemployed as a seasonal employee.
- d. Promotions, demotions and transfers where the employer moves into a position that requires a CDL.
- e. Where an employee possesses a CDL and receives a new assignment requiring the possession of a CDL yet does not change positions.

Section 4. Random Test "Pool."

For purposes of random testing required by Part 382.305, all affected AFSCME represented employees shall be placed in the same "pool."

Section 5. Consequences of Positive Tests.

After an MRO review, when an agency receives notice of an employee's positive test, the Agency will take one or more of the following actions in addition to removing the employee from safety sensitive functions:

- a. Random, Reasonable and Pre-Employment Tests.
  - (1) Temporarily assign the employee to non-safety sensitive functions;
  - (2) Allow an employee to take accrued leave or leave without pay pursuant to the requirements of the Agreement if the Agency does not assign non-safety sensitive functions;
  - (3) Refer the employee to rehabilitation and last chance agreement, if appropriate;
  - (4) Take disciplinary action pursuant to the requirements of the Agreement.In the case of pre-employment testing for promotions, demotions or transfers where the employee is moving from a position that does not require a CDL to a position that requires a CDL, an additional option is to rescind the appointment.

b. Post Accident, Follow-Up and Return to Duty Testing.

- (1) Refer employee to rehabilitation and last chance agreement; and/or
- (2) Take disciplinary action pursuant to the requirements of the Agreement.

This Agreement does not waive employee rights under Part 382.505 as it applies to alcohol test results of 0.02 to 0.039.

Section 6. Use of Leaves.

a. An employee will be granted Agency time for actual testing, traveling to and from the test site if such travel is required and for meeting with the medical review officer if such meeting is necessary.

b. An employee who tests positive in a random, reasonable suspicion or post-accident test can use any accrued leave or leave without pay pursuant to the terms of the

Agreement when removed from his/her position when the Agency does not assign the employee non-safety sensitive functions to perform.

c. An employee can use accrued leave or leave without pay pursuant to the terms of the Agreement to enroll in and participate in a rehabilitation program and for meeting with the certified substance abuse professional if such meeting is required.

d. If test results are later found to be negative, and the employee used accrued leave when removed from a safety sensitive function, the employee's leave accrual balance will be restored.

#### Section 7. Refusal to Test.

An employee may be terminated pursuant to the requirements of this Agreement.

#### Section 8. Definition of "Accident" for Purposes of Post-Accident Testing.

The definition of "accident" shall be the same as the definition contained in Part 390.5 of the Federal Regulations.

#### Section 9. Status of Person on Return from Layoff and Seasonal Rehire.

The consequences of a person on a return from a layoff list or seasonal rehire list as a result of a positive test will be the following:

a. Return from Layoff (provided that there shall be a minimum of 24 hours between receipt of recall notice and time to report for testing).

(1) Alcohol test results of 0.04 or greater or a positive drug test. The Agency may exercise the same options as listed in Section 6.a.

(2) Alcohol test results of less than 0.04. The Agency will require that the employee take a return to duty test. If the test is negative, the person will be hired. If the alcohol test is positive, the Agency may exercise the same options as listed in Section 6.a.

b. Seasonal Rehire.

(1) Alcohol test result of 0.04 or greater or positive drug test. The person will not be rehired, but can reapply under reemployment conditions.

(2) Alcohol test results of less than 0.04. The Agency will require that the person take a return to duty test. If the test is negative, the person will be hired. If the test is positive, the person will be denied the position and can reapply under reemployment conditions.

#### Section 10. Employees Necessary to Require Reasonable Suspicion Testing.

Wherever practicable, the concurrence of two supervisors is necessary to require reasonable suspicion testing of an employee. If the test results are negative, the agency Labor-Management Committee may review to determine if the supervisors acted in good faith.

### ARTICLE 47 – LICENSES AND CERTIFICATION

#### Section 1.

An employee, in a position that requires a license, certification or specialized training as a condition of employment, shall pay the cost of any renewal, additional training, or related expenses to maintain the qualifications for their position. The Department shall grant paid time off as career development for that time the employee is absent from work to renew the license/certification or acquire training for the maintenance of job qualifications.

#### Section 2.

When an employee is asked to acquire and maintain special job qualifications for reasons other than a condition of employment, the Department pays all license/certification fees, training, renewals and other related costs.

## ARTICLE 48 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

### Section 1.

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

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

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

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

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

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

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

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

d. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45) calendar day period. Each party may go forward with only one class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class



identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.

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

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

## LETTER OF AGREEMENT - COMMERCIAL DRIVERS LICENSE

As a condition of employment, OYCP employees in classifications GLC-2 and GLC-3 who were employed prior to January 31, 2000 shall obtain a commercial drivers license (CDL) within ninety (90) work days of the signing of the Letter of Agreement.

In the event an employee employed prior to January 31, 2000 cannot obtain a CDL resulting from a medical condition certified by a licensed medical doctor, the Agency will make reasonable efforts to accommodate the employee with an assignment outside the CDL requirement at the discretion of management.

### COSTS/FEEES

The Employer shall pay all CDL-associated costs for employees hired prior to January 31, 2000 necessary to obtain the CDL. This shall be limited to required training approved by the Agency, testing, license and fees. The Employer will pay for any required physical and the Employer shall maintain the original copy for the physical in the OMD personnel office medical file.

### FAILED CDL TEST

Should an employee fail to pass the CDL on the first try, the Employer shall afford the employee an opportunity to re-take the test at the employee's expense within forty-five (45) work days from the date of the failed test.

If the failed test results from vehicle equipment failure, the employee shall not be penalized and the Employer will pay for the second or subsequent test.

In the event the employee cannot pass the test, management will make a reasonable effort to assign the employee to work a work assignment where a CDL is not required.

Except as indicated in this Letter of Agreement, all other CDL oversight and requirements shall be subject to Article 46 of the Collective Bargaining Agreement.

## COMPENSATION PLAN

<u>Class Prefix</u>	<u>Class Rng</u>	<u>Class Title</u>	
C	0102	09	OFFICE ASSISTANT 2
C	0103	12	OFFICE SPECIALIST 1
C	0104	15	OFFICE SPECIALIST 2
C	0107	17	ADMINISTRATIVE SPECIALIST 1
C	0108	19	ADMINISTRATIVE SPECIALIST 2
C	0118	17	EXECUTIVE SUPPORT SPECIALIST 1
C	0210	13	ACCOUNTING TECHNICIAN 1
C	0211	17	ACCOUNTING TECHNICIAN 2
C	0212	19	ACCOUNTING TECHNICIAN 3
C	0430	24	GRANTS/CONTRACTS COORDINATOR
C	0532	15	WORD PROCESSING TECHNICIAN 3
C	0705	12	PROPERTY SPECIALIST 1
C	0706	14	PROPERTY SPECIALIST 2
C	0707	16	PROPERTY SPECIALIST 3
C	0723	11	MILITARY LEASE AGENT
C	0771	17	PURCHASER 1
C	0772	21	PURCHASER 2
C	0773	23	PURCHASER 3
C	0775	09	PARTS SUPPLY SPECIALIST 1
C	0776	14	PARTS SUPPLY SPECIALIST 2
C	0801	15	OFFICE COORDINATOR
C	0812	23	PROGRAM TECHNICIAN 1
C	0813	27	PROGRAM TECHNICIAN 2
C	0816	22	PROGRAM REPRESENTATIVE 1
C	1205	23	FISCAL COORDINATOR 1
C	1207	27	FISCAL COORDINATOR 2
C	1215	21	ACCOUNTANT 1
C	1216	23	ACCOUNTANT 2
C	1217	27	ACCOUNTANT 3
C	1218	30	ACCOUNTANT 4
C	1481	17I	INFO SYSTEMS SPECIALIST 1
C	1482	21I	INFO SYSTEMS SPECIALIST 2
C	1483	24I	INFO SYSTEMS SPECIALIST 3
C	1484	25I	INFO SYSTEMS SPECIALIST 4
C	1485	28I	INFO SYSTEMS SPECIALIST 5
C	1486	29I	INFO SYSTEMS SPECIALIST 6
C	1487	31I	INFO SYSTEMS SPECIALIST 7
C	1488	33I	INFO SYSTEMS SPECIALIST 8
C	2110	17	PUBLIC INFO ASSISTANT
C	2111	23	PUBLIC INFO REPRESENTATIVE
C	2172	20B	COMMUNICATIONS TECHNICIAN
C	3142	18	PREVENTIVE MAINT PLANNER
C	3251	25	FACILITIES ENGINEER 1
C	3252	27	FACILITIES ENGINEER 2
C	3253	29	FACILITIES ENGINEER 3

C	4101	10	CUSTODIAN
C	4103	13	CUSTODIAL SERVICES COORDINATOR
C	4110	14	GROUND MAINTENANCE WORKER 2
C	4112	20B	HVAC CONTROL TECHNICIAN
C	4115	09	LABORER 1
C	4116	12	LABORER 2
C	4120	13	TRADES MNTC WORKER 1
C	4121	17	TRADES MNTC WORKER 2
C	4123	21T	TRADES MNTC COORDINATOR
C	4151	16	TRANSPORTATION MAINT SPEC 1
C	4152	18	TRANS MAINT SPEC 2
C	4158	17	HWY MNTC ASST SUPV
C	4180	15	ARMORY OPERATIONS TECHNICIAN 1
C	4181	16	ARMORY OPERATIONS TECHNICIAN 2
C	4207	19B	CARPENTER
C	4209	18B	PAINTER
C	4211	23B	PLUMBER
C	4213	26B	ELECTRICIAN
C	4248	27B	ELECTRICAL/CONTROL SYSTEMS TECH
C	4249	20	MECHANICAL SYSTEMS TECHNICIAN
C	4270	23	CONSTRUCTION PROJECT MGR 1
C	4271	29	CONSTRUCTION PROJECT MGR 2
C	4410	12B	AUTOMOTIVE MECHANIC 1
C	4413	17	BODY/FENDER REPAIR WORKER
C	4420	13	EQUIPMENT OPERATOR 1
C	4421	15	EQUIPMENT OPERATOR 2
C	4431	18T	HEAVY EQUIPMENT MECHANIC 1
C	4432	20	HEAVY EQUIPMENT MECHANIC 2
C	4470	21B	REFRIGERATION MECHANIC
C	5231	19	INVESTIGATOR 1
C	5232	21	INVESTIGATOR 2
C	5233	25	INVESTIGATOR 3
C	5310	22	CONSTRUCTION INSPECTOR
C	5519	16	MIL RESOURCE PROTEC PATROL OFF
C	6138	17	HEALTH SERVICES TECH
C	6531	23	MENTAL HEALTH SPECIALIST
C	6532	24	JV PROB/SOC SV OF/JV COR COUNS
C	6750	14	GROUP LIFE COORDINATOR 1
C	6751	18	GROUP LIFE COORDINATOR 2
C	6752	20	GROUP LIFE COORDINATOR 3
C	8501	21	NATURAL RESOURCE SPECIALIST 1
C	8502	24	NATURAL RESOURCE SPECIALIST 2
C	8503	27	NATURAL RESOURCE SPECIALIST 3
C	8504	30	NATURAL RESOURCE SPECIALIST 4
C	3505	32	NATURAL RESOURCE SPECIALIST 5
C	9116	12	COOK 1
C	9117	16	COOK 2

SALARY SCHEDULE  
7/1/01

RANG E	1	2	3	4	5	6	7	8
09	1373	1430	1496	1562	1625	1694	1768	1854
12	1562	1625	1694	1768	1854	1920	2014	2101
13	1625	1694	1768	1854	1920	2014	2101	2208
14	1694	1768	1854	1920	2014	2101	2208	2314
15	1768	1854	1920	2014	2101	2208	2314	2422
16	1854	1920	2014	2101	2208	2314	2422	2535
17	1920	2014	2101	2208	2314	2422	2535	2657
18	2014	2101	2208	2314	2422	2536	2657	2784
19	2101	2208	2314	2422	2535	2657	2784	2914
20	2208	2314	2422	2535	2657	2784	2914	3054
21	2314	2422	2535	2657	2784	2914	3054	3207
22	2422	2535	2657	2784	2914	3054	3207	3360
23	2535	2657	2784	2914	3054	3207	3360	3521
24	2657	2784	2914	3054	3207	3360	3521	3690
25	2784	2914	3054	3207	3360	3521	3690	3870
27	3054	3207	3360	3521	3690	3870	4060	4261
29	3360	3521	3690	3870	4060	4261	4465	4684
30	3521	3690	3870	4060	4261	4465	4684	4910
32	3870	4060	4261	4465	4684	4910	5152	5402
18B					2422	2535	2657	2784
19B					2535	2657	2784	2914
20B					2657	2784	2914	3054
21B					2784	2914	3054	3207
23B					3054	3207	3360	3521
26B					3521	3690	3870	4060
27B					3690	3870	4060	4261
17I	2003	2096	2193	2294	2402	2515	2634	2756
21I	2340	2450	2566	2685	2810	2942	3080	3224
24I	2681	2804	2937	3075	3218	3370	3528	3694
25I	2905	3042	3186	3334	3491	3654	3826	4006
28I	3245	3397	3558	3723	3899	4082	4274	4475
29I	3470	3634	3803	3982	4170	4367	4572	4787
31I	3843	4023	4212	4410	4618	4834	5064	5301
33I	4186	4383	4590	4805	5033	5270	5517	5779
18T					2503	2622	2750	2880
21T					2881	3015	3162	3312

SALARY SCHEDULE  
1/1/2002\*

RANG E	1	2	3	4	5	6	7	8
09	1413	1470	1536	1602	1665	1734	1808	1894
10	1470	1536	1602	1665	1734	1808	1894	1960
11	1536	1602	1665	1734	1808	1894	1960	2054
12	1602	1665	1734	1808	1894	1960	2054	2143
13	1665	1734	1808	1894	1960	2054	2143	2252
14	1734	1808	1894	1960	2054	2143	2252	2360
15	1808	1894	1960	2054	2143	2252	2360	2470
16	1894	1960	2054	2143	2252	2360	2470	2586
17	1960	2054	2143	2252	2360	2470	2586	2710
18	2054	2143	2252	2360	2470	2586	2710	2840
19	2143	2252	2360	2470	2586	2710	2840	2972
20	2252	2360	2470	2586	2710	2840	2972	3115
21	2360	2470	2586	2710	2840	2972	3115	3271
22	2470	2586	2710	2840	2972	3115	3271	3427
23	2586	2710	2840	2972	3115	3271	3427	3591
24	2710	2840	2972	3115	3271	3427	3591	3764
25	2840	2972	3115	3271	3427	3591	3764	3947
27	3115	3271	3427	3591	3764	3947	4141	4346
29	3427	3591	3764	3947	4141	4346	4554	4778
30	3591	3764	3947	4141	4346	4554	4778	5008
32	3947	4141	4346	4554	4778	5008	5255	5510
12B					1894	1960	2059	2143
18B					2470	2586	2710	2840
19B					2586	2710	2840	2972
20B					2710	2840	2972	3115
21B					2840	2972	3115	3271
23B					3115	3271	3427	3591
26B					3591	3764	3947	4141
27B					3764	3947	4141	4346
17I	2043	2138	2237	2340	2450	2565	2687	2811
21I	2387	2499	2617	2739	2866	3001	3142	3288
24I	2735	2860	2996	3137	3282	3437	3599	3768
25I	2963	3103	3250	3401	3561	3727	3903	4086
28I	3310	3465	3629	3828	3977	4164	4359	4565
29I	3539	3707	3879	4062	4253	4454	4663	4883
31I	3920	4103	4296	4498	4710	4931	5165	5407
33I	4270	4471	4682	4901	5134	5375	5627	5895
18T					2553	2674	2805	2938
21T					2939	3075	3225	3378

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

SALARY SCHEDULE  
2/1/2003\*

RANG E	1	2	3	4	5	6	7	8
09	1455	1514	1582	1650	1715	1786	1862	1951
10	1514	1582	1650	1715	1786	1862	1951	2019
11	1582	1650	1715	1786	1862	1951	2019	2116
12	1650	1715	1786	1862	1951	2019	2116	2207
13	1715	1786	1862	1951	2019	2116	2207	2320
14	1786	1862	1951	2019	2116	2207	2320	2431
15	1862	1951	2019	2116	2207	2320	2431	2545
16	1951	2019	2116	2207	2320	2431	2545	2663
17	2019	2116	2207	2320	2431	2545	2663	2791
18	2116	2207	2320	2431	2545	2663	2791	2925
19	2207	2320	2431	2545	2663	2791	2925	3061
20	2320	2431	2545	2663	2791	2925	3061	3209
21	2431	2545	2663	2791	2925	3061	3209	3369
22	2545	2663	2791	2925	3061	3209	3369	3530
23	2663	2791	2925	3061	3209	3369	3530	3699
24	2791	2925	3061	3209	3369	3530	3699	3877
25	2925	3061	3209	3369	3530	3699	3877	4066
27	3209	3369	3530	3699	3877	4066	4265	4477
29	3530	3699	3877	4066	4265	4477	4691	4921
30	3699	3877	4066	4265	4477	4691	4921	5158
32	4066	4265	4477	4691	4921	5158	5413	5675
12B					1951	2019	2116	2207
18B					2545	2663	2791	2925
19B					2663	2791	2925	3061
20B					2791	2925	3061	3209
21B					2925	3061	3209	3369
23B					3209	3369	3530	3699
26B					3699	3877	4066	4265
27B					3877	4066	4265	4477
17I	2104	2202	2304	2410	2524	2642	2767	2895
21I	2458	2574	2696	2821	2952	3091	3236	3387
24I	2817	2946	3086	3231	3381	3541	3707	3881
25I	3052	3196	3347	3503	3668	3839	4020	4209
28I	3409	3569	3738	3913	4096	4289	4490	4701
29I	3646	3818	3995	4183	4381	4588	4803	5029
31I	4037	4227	4425	4633	4852	5079	5320	5569
33I	4398	4605	4822	5048	5288	5537	5796	6071
18T					2630	2754	2889	3026
21T					3027	3167	3322	3479

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

Signed this 7th day of November, 2001, at Salem, Oregon.

FOR THE STATE OF OREGON  
on behalf of the  
OREGON MILITARY DEPARTMENT

FOR THE AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

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Mike Greenfield, Director  
Department of Administrative

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Ken Allen, Executive Director  
AFSCME Council 75

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Alexander Burgin, Major General  
The Adjutant General  
Oregon Military Department

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Greg Schneider, Council Representative  
AFSCME Council 75

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Mark Hunt, Sr. Labor Relations Manager  
Labor Relations Unit

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Leda Pugh, Bargaining Team Member