COLLECTIVE BARGAINING AGREEMENT

between

DAS

DEPARTMENT OF ADMINISTRATIVE SERVICES

on behalf of

Office of the Long Term-Care Ombudsman

and

AFSCME

LOCAL 3581-2 / COUNCIL 75, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFL-CIO)

2015 - 2017

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TABLE OF CONTENTS

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 Office of the Long Term Care Ombudsman (hereinafter the "Agency"), and the American Federation of State, County, and Municipal Employees, Local 3581-2 (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.

ARTICLE 1 – SCOPE OF AGREEMENT

Section 1.

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for: all classified employees of the State of Oregon, Long Term Care Ombudsman, excluding supervisory, managerial, confidential, and temporary, and part-time employees working less than thirty-two (32) hours per month.

Section 2.

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

ARTICLE 2 – TERM OF AGREEMENT

Unless otherwise noted in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2017. The Union shall send a letter informing the Department of Administrative Services Labor Relations Unit and the affected Agency of the specific ratification date of the Tentative Agreement.

ARTICLE 3 – 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 eq. 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 day 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 or 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 4 – 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 Agency, 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 Employer agrees that, during the term of this Agreement, there will be no lockout. In the event employees are 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 Agency 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 Agency 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 5 – 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 Agency Head and/or the Human Resources 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 Agency Head or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the Agency 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.

Section 3.

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

ARTICLE 6 – MANAGEMENT RIGHTS

The Union agrees that the Employer and the Agency 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 7 – CONTRACTING OUT

Section 1.

The Union recognizes that the Employer has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. However, when the contracting out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting out the work in question. The Employer agrees to notify the Union within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. The Employer shall provide the Union with no less than thirty (30) days notice that it intends to request bids or proposals to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Employer shall not request any bids or proposals and the Union shall have the opportunity to submit an alternate proposal. The notification by the Employer to the Union of the results of the feasibility study will include all pertinent information upon which the Employer based its decision to contract out the work including, but not limited to, the total cost savings the Employer anticipates.

Feasibility studies will not be required when: (1) an emergency situation exists as defined in ORS 279.011(4), and (2) either the work in question cannot be done by available bargaining unit employees or necessary equipment is not readily available.

Nothing in this Article shall prevent the Employer from continually analyzing its operation for the purpose of identifying cost-saving opportunities.

Section 2.

The Employer shall evaluate the Union's alternate proposal provided under Section 1. If the Employer's evaluation of the Union's alternate proposal confirms that it would result in providing quality and savings equal to or greater than that identified in the management plan, the Parties will agree in writing to implement the Union proposal.

Section 3.

Should any full-time bargaining unit member become displaced as a result of contracting out, the Employer and the Union shall meet to discuss the effect on bargaining unit members. The Employer's obligation to discuss the effect on such contracting does not obligate it to secure the agreement of the Union or to exhaust the dispute resolution procedure of ORS 243.712, 243.722, or 243.742, concerning the decision or the impact.

"Displaced" as used in this Article means when the work an employee is performing is contracted to another entity outside state government and the employee is removed from his/her job.

Section 4.

Once an Agency makes a decision to contract out, the Agency will choose either (a) or (b) below. The Agency will notify affected employees of the option selected. The Agency will post and provide to the Union, a list of service credits for employees in all potentially affected classifications within the Agency. Within five (5) business days of the notice, the affected employees will notify the Agency of acceptance of the Agency's option

or decision to exercise his/her rights under (c) below:

a. Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the state will continue to provide such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board. Pursuant to Article 39 an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or
b. Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with Article 34 (Filling of Vacancies), this Article shall prevail.
c. An employee may exercise all applicable rights under Article 39 (Layoff).

Section 5.

The following provisions govern the administration of the requirement under this Article to conduct feasibility studies in cases of contracting out and will supplement the provisions included in the contract.

a. The Employer agrees that all AFSCME-represented state agencies will conduct a feasibility study in instances of contracting out work performed by bargaining unit employees when contracting out will result in displacement of bargaining unit employees.
b. The Parties agree that AFSCME-represented agencies will send directly to AFSCME's Executive Director and to DAS CHRO Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

Section 6. Review of Contracted Work

Upon request, the union may view state contracts deemed public records. The union will contact the agency manager responsible for procurement and contracts to arrange a time to review the contracts. The agency will let the union review any contracts that the agency itself stores, and are available through public records request. The union will contact the state archivist for older contracts under the public records law. The union may submit suggestions to the agency on agency initiated contracts as to how bargaining unit members could perform the work more efficiently (at reduced cost) and effectively (improved quality). The parties may discuss the union suggestions at their labor/management meetings and determine the most effective and efficient way to accomplish the work in the future for Agency initiated contracts. Decisions around reviewing of contracted work are not subject to the grievance procedure.

ARTICLE 8 – 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:

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 fifteen (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 thirty (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 fifteen (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 (2) resource persons, one (1) 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 (1) 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 sixty (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 (1) class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.

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

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

ARTICLE 9 – TEMPORARY INTERRUPTION OF EMPLOYMENT

When the Employer declares that a temporary interruption of employment should be considered because of lack of funds, either party may provide the other with written notice to meet and discuss possible terms of such interruption or alternative options. Such meeting must occur within thirty (30) days of the declaration. Terms and alternatives shall be subject to mutual agreement by the Union and the Employer. The parties agree that any and all discussions that take place under this Section shall not be subject to the Complete Agreement articles of any of the agreements or constitute interim negotiations under PECBA. In addition, the parties will not be required to use the dispute resolution process contained in the PECBA.

ARTICLE 10 – 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 (3-1/2) 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 Agency 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 Agency shall offer a choice from three (3) other sets of dates. The leave discussed under this Section may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance and other retirement income.

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 Agency 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 Agency reserves the right to petition for removal of the employee from jury duty.

c. **Court Appearances.** When any employee is not the plaintiff or defendant, the employee shall be granted leave with pay for the 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 his/her 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 transfer or promotional opportunities within the Agency; up to eight (8) hours per year annually with pay shall be allowed for an interview for a position with another State agency. In times of layoff an additional eight (8) hours per year will be available to employees.

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

g. **Bereavement Leave.** Notwithstanding the Hardship Leave or Sick Leave eligibility criteria of Articles 15 and 17, herein, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. The Agency may request documentation. For employees that qualify for OFLA bereavement leave, paid bereavement leave under this section of the article shall run concurrently with OFLA when applicable. The Agency shall notify the employee when OFLA is running concurrently with bereavement leave. After OFLA eligible leave for bereavement is exhausted, if additional leave is needed, an employee may, with prior authorization, use any accrued leave, or leave without pay at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the immediate family or the employee's spouse. Regular and Trial Service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must have exhausted all available accumulated leave and qualify to receive hardship leave. For purposes of this Article, immediate family shall include the employee's or the employee spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household. Up to eight (8) hours of paid bereavement may be taken for aunt, uncle, niece or nephew.

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 workweeks. 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, if available, 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) of more full workweeks.

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

d. **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 Agency 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.

e. **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.

f. **Crime Victim Leave. See ORS 659A.275.**

ARTICLE 11 – CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

a. **Temporary Work Out of Classification (WOC) Assignment.** 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 ten (10) consecutive calendar days, that employee shall be paid at the first step in the assigned classification or five percent (5%) more than his/her current rate of pay, whichever is greater.

When such assignments are made to work out of classification for more than ten (10) consecutive calendar days, the employee shall be compensated for all hours worked beginning from the first day of the assignment 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 classification 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.

d. **WOC Assignment Pending Reclassification.** When a work out of classification assignment to a higher level is pending approval of a reclassification, pay shall be equivalent to one of the steps in the higher (WOC) classification's salary range. Appropriate WOC pay shall be the greater of:

(1) The difference between the employee's base rate of pay and the first step of the higher (WOC) classification's salary range; or

(2) The difference between the employee's base rate of pay and the next higher rate of pay in the higher (WOC) classification's salary range;

(3) If the appropriate WOC pay above [(1) or (2)] is less than a two and one-half percent (2.5%) increase above the employee's base rate of pay, the Agency may use the next higher rate of pay in the higher classification's salary range to calculate WOC pay.

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 Agency 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.

c. When an agency determines a position is to be reviewed to determine Overtime (OT) eligibility, the local President or designee shall be notified.

Section 3. Reclassification Procedure.

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

b. Agency shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of reclassification request, the Agency shall notify the Union of its findings. If the findings indicate reclassification, the Agency shall decide to seek approval if necessary or remove 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 classification with the same status held in the lower classification 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 classification at the same pay level or to a classification that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new classification.

b. The Agency shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so at least 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 classification.

Section 6. Equal Reclassification Rate.

When an employee is reclassified to a classification 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 given no less than the first step of the new salary range. If the old salary range rate of pay is equal to or higher than the first step of the new salary range, the employee shall receive a salary increase to an established rate of pay (step) within the new salary range. If the new salary rate is less than a two and one-half percent (2.5%) 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 reclassification request was received by the Personnel Office.

b. The current salary eligibility date (SED) is generally retained. However, if the employee's SED is no longer available because the employee was at the maximum rate in the previous classification, the last SED in the previous classification will be used.

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 reclassification request was received by the Agency Personnel Officer to the date the duties were removed.

Section 10. Denied Reclassification/Involuntary Reclassification Appeal Process.

Agency Appeal: If an employee's requested reclassification is denied or the Agency reclassifies an employee's position, the Union may appeal the decision in writing to the Agency Head or designee within fifteen (15) calendar days after receipt of the Agency's decision. The appeal must identify the reason(s) the Agency's decision is incorrect. The Agency shall respond to the appeal in writing within fifteen (15) calendar days from receipt of the Union's appeal.

Committee Appeal: If the Agency denies an employee's reclassification request or if the Agency reclassifies an employee's position, the Union may appeal the decision to the Employer/Union Classification Appeal Committee. The appeal must be in writing and submitted within fifteen (15) calendar days from the date the Agency's final decision. All appeals must be supported with copies of documents originally provided to the Agency for the reclassification request, including written explanation of the request and all relevant documentation. No new documentation or information will be considered by the Committee unless mutually agreed upon. Upon request, the Union and employee shall have one (1) opportunity to address the committee.

Employer/Union Classification Appeal Committee: The committee shall be composed of one (1) Employer representative and one (1) Union staff representative. The Committee's sole mission will be to consider appeals pursuant to this section of the article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions.

Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that he/she determines most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Arbitration: If there is no resolution, the Union may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Union's request must be sent to the Department of Administrative Services Labor Relations Unit and shall include the reasons why the Agency's decision is incorrect.

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall apportioned as in the arbitrators' judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the Agency's decision to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Classification Criteria: For purposes of this section, a reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

Terms used above shall be defined as follows: a)the purpose of the position 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; b) the concept of the proposed classification shall be determined by the general description and distinguishing features of its class specifications, and, c) 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 Section supersedes any provisions contained in the Agencies grievance procedure.

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 12 – 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, Chief Human Resource Office Policy 40.055.10, and its successors. Changes in this policy will be automatically incorporated into this contract Article.

ARTICLE 13 – 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. The Friday after Thanksgiving;
j. Christmas Day on December 25; and
k. Every day appointed by the Governor of the State of Oregon as a holiday and everyday appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

When a holiday falls on a Saturday, the preceding Friday shall be recognized as a holiday. When a holiday specified in this Section falls on a Sunday, the following Monday shall be recognized 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 and job share employees shall receive prorated share of eight (8) hours of paid leave at their regular straight time rate of pay based upon the same percentage or fraction of month, as they are normally scheduled to work. Paid leave granted in this Section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year.

Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas or New Year's Day. Employees who become employed after Thanksgiving, but before Christmas may request the State option of using this paid leave on the workday before or after Christmas or the workday before or after New Year's Day. If the employee chooses not to take one (1) of the aforementioned days, another day may be mutually agreed upon, provided such time is taken off by January 15th 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.

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. If the part-time employee is on paid status on the normally scheduled workday before or after the holiday he/she shall be compensated at the straight time rate on a pro-rata basis for each holiday during the month in which the employee works thirty-two (32) hours or more.

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. The compensatory time accrual limits established in Article 28 (Overtime) shall apply.

ARTICLE 14 – VACATION LEAVE

Section 1.

After having served in the State service for six (6) full months, full-time classified employees shall be credited with six (6) days (48 hours) of vacation leave and thereafter vacation leave shall be accumulated as follows:

After 6 months through 5th year	12 workdays for each 12 full calendar months of service (8 hours per month)
After 5th year through tenth 10th year	15 workdays for each 12 full calendar months of service (10 hours per month)
After 10th year through 15th year	18 workdays for each 12 full calendar months of service (12 hours per month)
After 15th year through 20th year	21 workdays for each 12 full calendar months of service (14 hours per month)
After 20th year through 25th year	24 workdays for each 12 full calendar months of service (16 hours per month)
After 25th year	27 workdays for each 12 full months of service (18 hours per month)

Section 2.

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

Section 3.

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

Section 4.

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

Section 5.

If an employee has a break in service and that break does not exceed two (2) years, he/she shall be given credit for the time worked prior to the break in service in determining accrual rate.

Section 6.

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

Section 7.

Vacation hours may accumulate to a maximum of three hundred fifty (350) hours; however, in the event of layoff, resignation, retirement or termination, any unused vacation up to two hundred fifty (250) hours only will be paid to the employee. An appointing authority may authorize cash payment of forty (40) hours, upon determining that granting of vacation leave is not appropriate. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than two hundred fifty (250) hours of accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the two hundred fifty (250) hours. The designated supervisor must document the denial of the vacation leave request. Cash payout for accrued vacation leave must not be granted more than once in each fiscal year.

Section 8.

Employees who work at least 32 hours per month shall accrue vacation leave on a pro rata basis.

Section 9.

Upon reasonable notice to and approval of the Employer, employees shall be permitted to use any portion of, or all of their accrued vacation credits in any segment, except:

a. That employees who have served at least six (6) full months of Agency service shall have their vacation time paid in full when they are laid off, terminated, or take educational leave without pay in excess of thirty (30) days;

b. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of State service shall be granted the time; however, seniority may be exercised only once in any calendar year.

ARTICLE 15 – HARDSHIP LEAVE

Section 1. As used in this Article:

a. "Accumulated Leave" includes but is not limited to sick, vacation, and compensatory leave.

b. "Costs" include all direct and indirect costs, such as wages, insurance premiums, flex benefits, retirement contributions and payroll taxes.

c. "Prolonged Illness or Injury" means inability to work because of a catastrophic illness or injury or major medical treatment that the treating physician certifies in writing will continue for at least thirty (30) days following the specified date upon which the employee is projected to exhaust all accumulated leave.

Section 2.

LTCO employees may make irrevocable donations of accrued vacation leave or compensatory time, in two (2) hour increments, to another employee of the LTCO not on initial trial service who has exhausted all accumulated leave while the immediate family member as defined in Article 17, Section 5 or employee is recuperating or recovering from a catastrophic prolonged illness or injury. Donations shall be posted to the donee's leave balance as needed. Donations not used will not be deducted from the donor's vacation leave or compensatory time balance.

Section 3.

Donations shall be credited at the donor's current regular rate of pay.

Section 4.

Applicants for hardship leave shall apply in writing to the Agency Human Resources Manager or designee, accompanied by the treating physician's written statement certifying that the prolonged catastrophic illness or injury, or major medical treatment (i.e., chemotherapy) will continue for at least fifteen (15) days after the employee is projected to exhaust all accumulated leave and the total leave is at least thirty (30) days.

Section 5.

The Human Resources Manager or designee shall initiate and collect donations on a form(s) the Agency provides. The donated leave received for the illness or injury may be used intermittently, as appropriate, for related medical appointments/treatments.

Section 6.

Employees on Workers' Compensation, or PERS retirement benefits shall not be eligible for hardship leave either as donors or donees.

Section 7.

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

Section 8.

To donate to a specific employee in a different Agency, the employee (donor) must submit a written request to his/her appointing authority/designee. The appointing authority or designee from both the donor's and recipient's agencies may authorize the transfer of donated leave between agencies, subject to restrictions on the use of dedicated funding sources and/or other legitimate business reasons.

ARTICLE 16 – PERSONAL LEAVE DAYS

Section 1.

All employees after completion of six (6) months of service shall be entitled to receive personal leave days in the following manner:

a. All full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year.

b. Part-time, seasonal, and job-share employees shall be granted such leave in a prorated amount of twenty-four (24) 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 1,040 hours during the fiscal year.

Section 2.

Should any employee fail to work 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 he/she desires and may be taken at times mutually agreeable to the Agency and the employee.

ARTICLE 17– SICK LEAVE

Sick leave, with pay, shall be determined as follows:

Section 1.

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

Section 2.

Whenever an employee accepts an appointment in another agency of State service, the employee's accrued sick leave in the former agency shall be assumed by the new employing agency.

Section 3.

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

Section 4.

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

Section 5.

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, foster children, brother, sister, grandmother, grandfather, grandchildren, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death, in the immediate family of the employee or the employee's spouse. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care.

Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) consecutive days, or if the Agency has cause to believe that the employee is abusing sick leave privileges. The Agency may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Agency believes that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Workers' Compensation benefits shall be borne by the Agency.

Section 6.

If an employee's sick leave accrual shall become exhausted, the employee may, with management's approval, utilize any vacation, personal leave, or compensatory time the employee has accrued.

Section 7.

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 changes will be made against accrued sick leave. Should an employee who has exhausted earned sick leave elect to use vacation leave or compensatory time 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 vacation leave.

Section 8. Non-Job Related Sick Leave Without Pay

a. After earned sick leave has been exhausted, the Agency may grant sick leave without pay for any non-job-incurred injury or illness to any otherwise qualified employee upon request for a period up to one (1) year provided such leave doesn't seriously handicap the work of the Agency. Extensions of sick leave without pay for any non-job-incurred injury or illness beyond one (1) year may be considered by the Agency Director on a case by case basis. The Agency Director, or designee, may require that the otherwise qualified employee submit a certificate from the attending physician or practitioner in verification of disability resulting from job-incurred or non-job-incurred injury or illness.

The Employer may require medical certification from the attending physician every six (6) weeks. Otherwise qualified employees requesting leave without pay shall be offered alternate work in a reasonable and consistent manner if it is available and appropriate.

b. In the event of a failure or refusal by an otherwise qualified employee on a non-job-related sick leave without pay 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 by registered letter to the last known address. Failure to return to work or supply a certificate within five (5) days of delivery or attempted delivery shall be deemed a resignation.

ARTICLE 18 – UNION SECURITY

Section 1. Union Activities.

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

Section 2. Union Representation.

The Union will notify the Agency's Human Resources (HR) Manager in writing of its representative of the Local and Council 75, American Federation of State, County and Municipal Employees, AFL-CIO.

Upon proper notice, the representative shall have reasonable access to the premises of the Agency during working hours to conduct Union business. These representatives shall observe the security regulations of the work site. Such visits are not to interfere with the normal flow of work.

Section 3.

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

Section 4. Union Stewards.

a. The Agency shall recognize two (2) Stewards selected from Agency employees to represent Agency employees. Union shall immediately notify the Agency Director or designee of the names of stewards.

b. Stewards may receive but not solicit, and may discuss said complaints and grievances of employees on the premises and time of the Agency, but only to such extent that it does not neglect, retard, or interfere with the work and duties of the stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances upon notice to their immediate supervisor. If the permitted activities would interfere with either the steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities.

c. At the Union's request and subject to the operating requirements of the Agency, stewards for the Union shall be granted accrued vacation leave, accrued compensatory time or leave of absence without pay to attend the Union's steward training session.

Section 5. Dues Deductions.

The Employer agrees to deduct monthly membership dues from the pay of those individuals who request such deductions in writing. The amount to be deducted shall be certified to the Agency HR Manager by the Union, and the aggregate deductions shall be remitted monthly, together with an itemized statement, to the treasurer of the Union.

Section 6. Lists.

The Agency shall furnish to the Union, quarterly, a list of names, classifications and home addresses of new employee in the bargaining unit and a listing of changes of address of bargaining unit employees who have submitted such notice to the Human Resources Manager. The Agency shall furnish the Union with a listing of employees who have terminated from the bargaining unit during the previous month.

Upon request and no more than once a quarter the Agency shall provide to the Union the names of any temporary/Limited duration employees (management/ unrepresented/bargaining unit) hired, reason for the hire and expected duration of the appointment.

Upon request and no more than once a quarter, the Agency shall provide to the Union the names of all employees in double fill positions, the reason for the double fill and the expected duration of the appointment if available.

Upon request, the Agency shall provide to the Union on an annual basis the Agency organization charts showing management positions and the positions they supervise.

Section 7. Use of Facilities.

Upon request and approval the Union shall be allowed the use of the facilities of the work site for meetings when such facilities are available and the meeting would not interfere with the business of the Agency.

Section 8. Union Dues and Fair Share.

a. On the first pay period of each month, the Employer 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.

b. Employees in the bargaining unit who are not members of the Union shall make payments in lieu of dues to the Union. Payments in lieu of dues shall be equivalent to regular Union dues. Effective the first of the month following the month in which this Agreement is executed and on each pay period thereafter the Employer will deduct from the wages of each bargaining unit employee who is not a Union member the payments in lieu of dues required by this Section. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who did not become members of the Union within thirty (30) days after the effective date of their employment. The Employer shall remit a payment of all said deductions to the Union by the 20th of the month after the deductions are made. Said payments shall be accompanied by a listing of the names and Social Security numbers of all employees from whom deductions are made.

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

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

e. The Union shall provide the Employer's Payroll Office with the Union application/authorization forms. Payroll clerks shall supply said applications to prospective members upon request, and shall process completed applications, forwarding a copy to the Union immediately upon receipt.

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

Section 9. AFSCME President Leave.

a. **Long Term.** Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit, one (1) President/designee from an AFSCME Council 75 Central Table participating Agency shall be given release time from his/her position for a period of time up to one (1) year for the performance of Union duties related to the collective bargaining relationship. However, if the Union President/designee or Executive Director requests release time for less than his/her full regular schedule, such release time shall be subject to the Employer's approval based on the operating needs of the employee's work unit. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits. AFSCME shall indemnify and hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with this provision.

b. **Short Term.** Upon written request from the Executive Director of AFSCME Council 75 to DAS Labor Relations Unit and the Agency's HR Manager, up to four (4) Presidents/designees from AFSCME Council 75 Central Table participating Agencies shall be given release time from his/her position for a period of time up to three (3) months for the performance of Union duties related to the collective bargaining relationship. Only one (1) employee from a bargaining unit and a total of four (4) employees from all Central Table participating bargaining units may be on such leave at any one (1) period in time. Such requests will be granted unless the affected Agency can demonstrate that the employee's absence would adversely impact the operating needs of the employee's work unit. If granted, such time may also be taken on an intermittent basis. AFSCME shall, within thirty (30) days of payment to the employee, reimburse the State for payment of appropriate salary, benefits, paid leave time, pension, and all other employer-related costs. Where this reimbursement is expressly prohibited by law or funding source, the employee shall be granted a leave of absence but the Employer will not be responsible for continuing to pay the employee's salary and benefits.

Section 10. Names of Retirees.

Effective September 1, 2009, the Employer will send a monthly report to the Union of the names of individuals that have retired the previous month. For purposes of this Agreement, a retiree shall be defined as a person who has given the Agency written notice that he/she is separating from State service by retirement and that person has actually separated from State service.

Section 11. Intermittent Union Leave.

When Union officials (officers and stewards) are designated in writing by the Executive Director of Oregon AFSCME to attend AFSCME Council 75 Biennial or AFSCME International Conventions, the following provisions apply:

a. The Executive Director of Oregon AFSCME shall notify affected agencies in writing of the name of the employee(s) at least thirty (30) days in advance of the date of the AFSCME Convention. For agencies of 100 or fewer bargaining unit members, no more than one bargaining unit member per agency may be designated to attend AFSCME conventions. For agencies of greater than 100 bargaining unit members, no more than two bargaining unit members may be designated to attend AFSCME conventions under this provision.
b. Subject to agency head or designee approval based on the operating needs of the employee's work unit, including staff availability, the employee will be authorized release time with pay.
c. The paid release time is limited to attendance at the conference and travel time to the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
d. The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
e. The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
f. The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
g. The Union shall, within thirty (30) days of payment to the employee, reimburse the State's affected agency for all Employer related costs associated with the release time, regular base wage and benefits, for attendance at the applicable conference.
h. The Union shall indemnify and the Union and employee shall hold the State harmless against any and all claims, damages, suits, or other forms of liability which may arise out of any action taken or not taken by the State for the purpose of complying with these provisions.

ARTICLE 19 – COMPLAINT/INVESTIGATION PROCEDURE SAFEGUARDS

Employees who are the subject of a formal Agency complaint or investigation shall be assured 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. The employee shall be informed of the nature of the complaint or charges prior to the initiation of investigatory interviews with non-management employees and/or stakeholders and before the employee is required to respond to questions concerning the complaint or charges. Such interview shall occur during employee paid time.

c. 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.

d. The employee will not be notified if doing so would jeopardize a criminal investigation.

ARTICLE 20 – PERSONNEL RECORDS

Section 1.

An employee may, upon request, inspect the contents of his official Agency personnel files except for confidential reports from previous employers. No grievance material shall be kept in the official personnel file~~s~~. There shall be only one (1) official personnel file kept for each employee.

Section 2.

Effective upon execution date of this Agreement, no information reflecting critically upon an employee shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

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

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

Section 3.

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

Section 4.

Upon the employee's written request, material reflecting caution, consultation, warning, admonishment or reprimand or any reports, correspondence or documents of an adverse nature, shall be removed from the file after thirty-six (36) months. However, the material may, at the request of the employee, be removed after twenty-four (24) months provided there has been no recurrence of the problem or similar problem in that time. Any leave of absence that is more than fifteen (15) calendar days shall extend the retention period for that duration of leave.

ARTICLE 21 – GRIEVANCE PROCEDURES

Section 1.

The parties agree to resolve issues at the most informal level possible.

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

Section 2.

Step 1. Any employee, with notice to the Union, or the Union on the employee's behalf may file a grievance in writing with the LTC Ombudsman, with a copy to the Agency Human Resources Manager within thirty (30) calendar days of the alleged action or the date the employee and the Union knew or should have known of the alleged action; however, appeals of discipline or discharge shall be pursuant to Article 22 (Discipline and Discharge). Grievances shall be submitted on the AFSCME Grievance Form and shall contain the Articles alleged to have been violated, the specific reasons why the employee believes the Articles were violated, and the specific remedy requested. The Ombudsman or his/her designee shall respond in writing to the grievance within fifteen (15) days after receipt of the grievance to the employee, with a copy to the Union and the Labor Relations Manager.

Step 2. Department of Administrative Services Review. If the grievance remains unresolved at Step 1, the Union may advance the grievance in writing, with a copy of the written grievance to the Department of Administrative Services, Labor Relations Unit within fifteen (15) calendar days following the date the response at Step 1 was due or received. The Department of Administrative Services LRU shall respond within fifteen (15) calendar days following receipt of this Step 2 appeal to the Department of Administrative Services. For purposes of this article, an appeal in writing can be delivered by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address LRU@oregon.gov.

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

Step 3. Submission to Arbitration. If the grievance is unresolved following Department of Administrative Services review, the Union may submit in writing the grievance to arbitration. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services within fifteen (15) calendar days after the Step 2 response was due or received.

Section 3. Selection of the Arbitrator.

In the event that arbitration becomes necessary, the Union will request within fifteen (15) calendar days from the date the Step 2 response was due or received, a list of the names of five (5) qualified Oregon arbitrators from the Employment Relations Board, and contact the Employer to strike names within thirty (30) working days after receipt of the list. The parties will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall

be accepted by the parties as the Arbitrator. Either party may request the arbitrator provide available dates to both parties. Within ten (10) working days of receipt of the available dates, the parties shall select a mutually agreeable date and shall inform the arbitrator.

Section 4. Arbitrator's Authority.

The parties agree that the decision or award of the Arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall issue his/her decision or award within thirty (30) calendar days of the closing of the hearing record.

Section 5.

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

Section 6.

Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either the Department of Administrative Services Labor Relations Manager or the Union may request mediation of the grievance. If agreed 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.

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

ARTICLE 22 – DISCIPLINE AND DISCHARGE

Section 1.

The principles of progressive discipline shall be used except when the nature of the problem requires an immediate suspension, termination, reduction of pay, or demotion. Discipline shall include, but not be limited to: written reprimands; reductions in pay; demotions; suspensions without pay; and dismissal. A regular status employee who has completed initial trial service in this unit may be warned, reprimanded, suspended with pay, reduced in pay, demoted or dismissed only for just cause. Verbal reprimands are not subject to the arbitration procedure.

Section 2.

A written predismissal 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 Ombudsman or his/her designee at a time and date set forth in the notice, unless a different time is requested by the employee and/or his Union representative and agreed to by the Agency. The employee shall be permitted to have an official representative present. The Appointing Authority may suspend the employee with pay or the employee may be allowed to continue work, as specified within the predismissal notice.

Section 3.

The dismissal of a regular status employee may be appealed by the Union within ten (10) working days of the effective date of the dismissal directly to DAS Labor Relations. Failure to file the appeal within the ten (10) working day period shall constitute forfeiture of the claim and the case shall be considered closed by the parties. Within fifteen (15) working days of the receipt of the Union's appeal of a case, the Labor Relations Unit will respond. Once the response is received from the Labor Relations Unit, if the grievance is not resolved the Union may appeal the case to arbitration. The parties shall select an arbitrator and the Labor Relations Unit will notify the arbitrator, qualified per Section 5 of this Article, of his or her selection. The letter shall include a calendar of potential dates. The final decision and order of the Arbitrator shall be made within thirty (30) calendar days following the close of the hearing.

Section 4.

An employee shall receive written notice of the discipline with the specific charges and facts supporting the discipline. A written reprimand, reduction of pay, demotion and/or suspension may be appealed to Step 1 of the Grievance Procedure within ten (10) working days from the effective date of the action. Failure to file the appeal within the ten (10) working day period shall constitute forfeiture of the claim and the case shall be considered closed by the parties. The Ombudsman or his/her designee shall respond to the grievance within fifteen (15) working days. If the grievance is unresolved, the Union may submit the issue to Step 2 within fifteen (15) working days after receiving the response from Ombudsman or his/her designee.

Section 5.

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local union steward or an AFSCME Council Representative before the interview, but such consultation shall not cause an undue delay.

ARTICLE 23 – TRIAL SERVICE

Section 1.

All new employees appointed to a position shall serve an initial trial service period of six (6) months with the Agency.

An employee's trial service period may be extended in instances where an employee has leave without pay for fifteen (15) consecutive days or more. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

During the initial trial service period, the employee may use accrued times such as vacation, compensatory time, personal business leave or sick leave after having transferred from another agency with supervisory approval, if the employee obtained eligibility in the other agency.

Where a performance deficit requires additional training time, the Agency may extend the initial trial service by written notice to the employee. The Union will be notified of the extension by copy of the extension letter.

Section 2.

The supervisor shall evaluate the employee's work habits and ability to perform his/her duties satisfactorily within the initial trial service period. The Agency may remove an employee if, in the opinion of the Agency, the trial service indicates that such employee is unable or unwilling to perform his/her duties satisfactorily or that his/her work habits and dependability do not merit his/her continuance in the position. Such removals are not subject to appeal or the grievance procedure.

Section 3.

When an employee is promoted to a position inside the unit that employee shall serve a trial service period of six (6) months. If such employee was previously a regular status employee in another position in the classified service immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position or classification level unless charges are filed and he/she is discharged as provided in Article 22.

Section 4.

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

ARTICLE 24 – PERFORMANCE APPRAISAL

Section 1.

The employee's performance will be rated by his/her immediate excluded supervisor. Each employee shall be given the option of providing input to the rater within thirty (30) calendar days to the annual performance appraisal. The rater shall discuss the performance appraisal with the employee. The employee will sign the performance appraisal and that signature shall only indicate that the employee has read the

performance appraisal. A copy shall be provided the employee at this time.

Section 2.

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

Section 3.

Performance appraisals are neither grievable nor arbitrable under this Agreement.

Section 4.

Management will strive to provide timely feedback to employees relating to performance rather than relying solely on annual reviews. When issues with performance arise, the employee will be notified.

ARTICLE 25 – RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS

Section 1. Overpayments.

a. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
   (1) The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.
   (2) Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
   (3) If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.
   (4) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

b. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
c. The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments.

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

ARTICLE 26 – PAYDAY AND PAY ADVANCES

a. 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, employees' paychecks shall be made available after 8:00 a.m. on the last working day of the month. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.
b. Employees will be allowed one (1) pay advance during their first thirty (30) days of employment.
c. The Parties agree that pay advances will be kept to an absolute minimum and are for emergencies, but in no instance will an employee be given more than three (3) pay advances in any one calendar year (January 1 through December 31). Within that context, employees may obtain an advance on their salary subject to management's approval. 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.

ARTICLE 27 – SALARIES

Section 1. Public Employees Retirement System ("PERS") Members.

For purposes of this Section 1, "employee" means an employee who is employed by the State on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Retirement Contributions: On behalf of employees, the State will continue to "pick up" the six percent (6%) employee contribution, payable pursuant to law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB-2004) of Oregon Laws 2003 ("PERS Litigation"). Nothing in this Agreement shall constitute a waiver of any party's rights, claims or defenses in respect to the PERS Litigation.

Section 2. Oregon Public Service Retirement Plan Pension Program Members.

For purposes of this Section 2, "employee" means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 713, Oregon Laws 2003.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003 and pursuant to Section 3 of that same chapter, the State will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the State under this Section 2 shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

Section 3. Effect of Changes in Law (Other Than PERS Litigation).

In the event that the State's payment of a six percent (6%) employee contribution under Section 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the State ceases paying the applicable six percent (6%) pick-up and instead provides a salary increase for eligible bargaining unit employees during the term of this Agreement, and bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the individual Account Program account, as

applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414 (h)(2).

ARTICLE 28 – 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 weeks of work to any employee or to any group of employees.

Section 2.

Time worked for purposes of this Agreement is all hours actually paid excluding sick leave.

Section 3. FLSA Non-Exempt Employees.

a. Full and part-time field employees covered under FLSA shall be compensated at the rate of time and one-half in the form of pay or compensatory time off at the discretion of the Agency for authorized overtime worked in excess of forty (40) hours in a workweek. Employees who work a regular work schedule shall be compensated at the rate of time and one-half in the form of pay or compensatory time off for authorized overtime worked in excess of eight (8) or forty (40) hours in a work day or workweek. Employees who work an alternate work schedule should be compensated at the rate of time and one-half for authorized overtime worked in excess of their normal scheduled work day or forty (40) hours in a work week. Employees who work a flexible work schedule should be compensated at the rate of time and one-half for authorized overtime worked in excess of forty (40) hours in a work week.

b. Accrued compensatory time off must be taken within the fiscal year earned, except as set forth below. Compensatory time off will be scheduled at a time consistent with the Agency's work requirements. Employees will take all necessary steps to request use of compensatory time off during the pay period in which it was earned. If the Agency is unable to schedule such time off within the pay period earned, the Agency may pay off the accrued compensatory time off or carry it forward into the next pay period. However, such carry forward may not increase the total compensatory time off hours that may be accrued in that next year.

c. The Agency may schedule up to forty (40) hours of accrued but unused compensatory time off carried forward per employee per fiscal year after prior notice of at least five (5) working days to the affected employee. This provision shall not apply to compensatory time off accrued within the last two (2) months of the fiscal year.

d. With approval of the Agency Director, employees may accrue up to eighty (80) hours of compensatory time off.

Section 4.

When feasible, the Agency shall give notice of any overtime to be worked. No overtime is to be worked without the prior authorization of Management.

ARTICLE 29 – LEADWORK DIFFERENTIAL

Section 1.

Leadwork duties shall be defined as a differential for employees who have been formally assigned by their supervisor in writing, "leadwork" duties for ten (10) consecutive calendar days or longer provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where, on a recurring daily basis, the employee has been directed to perform substantially all of the following functions: to orient new employees if appropriate, assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards; provide informal assessment of workers' performance to the supervisor.

Section 2.

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

Section 3.

Leadwork differential shall not be computed at the rate of time and one-half (1-1/2) for the time worked in an overtime or holiday work situation, or to effect a "pyramiding" of work-out-of-classification payments. However, leadwork differential shall be included in calculation of the overtime rate of pay.

Section 4.

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

ARTICLE 30 – HEALTH AND WELFARE INSURANCE

Section 1.

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

Section 2.

The contribution for eligible participating part-time employees with eighty (80) or more hours paid time for the month the Employer shall contribute a prorated amount of the contribution for full-time employees unless otherwise required by law. This prorated contribution shall be prorated based on the ratio of paid regular hours to full-time hours to the nearest percent.

Section 3. Plan Years 2016 through 2017.

For Plan Years 2016 and 2017 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

Section 4. PEBB 2017 Projected Funding Composite Rate and 2016 Cost of Living Adjustment.

For every one and eighty-two hundredths percent (1.82%) projected composite rate is below the projected three and four tenth percent (3.4%) increase for Plan Year 2017, the December 2016 two and three quarters percent (2.75%) across the board pay increase will be paid one (1) month earlier but no more than two (2) months earlier.
(See LOAs: PMAC, PMAC Education, Part-time Medical Subsidy, Kaiser Deductible

ARTICLE 31 – 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 of one (1) full step within the new salary range plus that amount 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.

Section 3. Salary on Promotion.

An employee shall be given an increase to no less than 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 salary eligibility date shall remain the same when transferring from one position to another which has the same salary range.

Section 5. Effect of Break in Service.

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

Section 6. Rate of Pay on Appointment from Layoff List.

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

Section 7. Cost of Living Adjustment

Effective December 1, 2015, or either the first (1st) of the month following the date the bargaining unit ratifies the Agreement or upon receipt of an interest arbitration award, whichever is later, all pay rates will be increased by two and one quarter percent (2.25%).

Effective December 1, 2016, or either the first (1st) of the month following the date the bargaining unit ratifies the Agreement or upon receipt of an arbitration award, whichever is later, all pay rates will be increased by two and three quarters percent (2.75%).

ARTICLE 32 – INCLEMENT CONDITIONS

Section 1.

a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather or weather-related hazardous conditions. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work. Essential employees/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).

b. Where the Employer/Agency has announced a delayed opening pursuant to Section 1a, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, he/she may cover the time with accrued vacation, compensatory time off, personal leave or approved leave without pay.

Section 2.

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift the following applies:

a. FLSA Non-Exempt Employees. Non-exempt employees shall not be paid for the period of the closure. However, employees shall be allowed to use accrued vacation, compensatory time off, personal leave or approved leave without pay for the absence(s).

A non-exempt employee arriving at work after the Employer/Agency has announced a closure or curtailment of operations may be directed to leave work and if so directed shall not be paid for the remainder of the shift unless utilizing accrued leave as described above. An employee who actually begins work shall be entitled to pay for all actual hours worked.

b. FLSA Exempt Employees. The exempt employee shall be paid for the work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one or more full workweek(s).

Section 3.

When in the judgment of the Employer/Agency, inclement weather or weather-related hazardous conditions require the closing of the work place following the beginning of an employee's work shift, the employee shall be paid for the remainder of his/her work shift.

Section 4. Alternate Work Sites.

Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked.

Section 5. Late or Unable to Report.

Where the Agency remains open and an employee notifies his/her supervisors that he/she is unable to report to work, or will be late, due to inclement weather or weather-related hazardous conditions, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal leave or approved leave without pay.

Section 6. Employees on Pre-scheduled Leave.

If an employee is on pre-scheduled leave the day of the closure, the employee will be compensated according to the approved leave.

Section 7. Make-up Time Provisions.

Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Sections 2 and 5 of this Article may make up part or all of their work time missed during the same workweek. In no instance will time worked during the make-up period result in overtime being charged to the Agency. The Employer/Agency shall not be liable for any penalty or overtime payments when employees are authorized to make up work.

Section 8.

Employees who are unable to report to work due to inclement weather and/or weather-related hazardous conditions may be allowed to work from home with prior approval of their supervisor.

ARTICLE 33 – SAFETY AND HEALTH

It is further the intent of this Agreement that the parties will mutually strive to maintain a suitable and safe working environment for all employees. The Employer agrees to abide by standards of safety and health in accordance with Oregon Statutes and Administrative Rules. Employees are advised of their right to submit any unresolved safety and health issue to Oregon-OSHA.

The Agency will give serious consideration to safety and health issues/ recommendations received from the joint safety committee or bargaining unit members if no such committee has been formed.

HAZARD EXPOSURE:

Section 1. Immunization and Testing.

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

Section 2. Medical Monitoring.

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

ARTICLE 34 – FILLING OF VACANCIES

Section 1.

The Agency desires to fill vacancies with the best qualified applicants available.

The Agency advocates promotion of its employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

The Agency will determine whether a vacancy is to be filled and the method/means to fill that vacancy. The Agency will appoint the individual of their choosing. Employees

who are in rank order on the list and employed by the Agency shall be offered an interview.

Prior to advertising for filling a vacancy the individuals in that classification shall be allowed to propose to the Director a modification of the assignment belonging to the vacant position.

Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit. It shall be the employee's responsibility to see that he/she has taken the appropriate tests and is active on the appropriate list.

ARTICLE 35 – EDUCATION, TRAINING AND DEVELOPMENT

Section 1.

Employees who are directed in writing to attend educational courses or training sessions shall have all tuition costs paid and books provided by the Agency.

Section 2.

Employees who are directed to attend job-related training and/or education programs, whether during regular working hours or not, shall have necessary travel expenses paid and the time shall be counted as time worked.

Section 3.

The Agency recognizes the need and desirability of professional training. To that end, and subject to the availability of resources, the Agency agrees to subsidize training and educational opportunities which a regular status staff and Management agree are appropriate.

Participation in approved training opportunities which occur outside regular work hours/days shall be reason for employees to flex their workweek or receive time and one-half compensation in the form of time off with management approval.

Regular status part-time employees shall be paid for time spent in approved training opportunities on a pro-rated basis.

ARTICLE 36 – HOURS OF WORK

Section 1.

The standard workweek shall begin at 12:01 a.m. Sunday and shall end at 12:00 midnight the following Saturday. Regarding any management-approved alternative schedule, the Employer shall specify the work-week in writing to the employee when the employee assumes the schedule.

The workweek is defined as the fixed and regularly recurring period of one hundred sixty-eight (168) hours during seven (7) consecutive twenty-four (24)-hour periods and the workday is the twenty-four (24)-hour periods commencing at the start of the employee's assigned shift, except alternative work schedules.

Section 2. All employees shall be assigned on "Official Work Station". These assigned work stations shall either be at their home address or a LTCO office.

Section 3. Work Schedules.

a. A regular work schedule is five (5) consecutive eight (8) hour days.

b. An alternate work schedule shall be defined as a work schedule that is other than a five (5) day eight (8) hour work schedule with regularly established starting and stopping times.

c. A flexible work schedule is a work schedule which varies the number of hours on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis but not necessarily each day.

Section 4.

a. An employee desiring to work an alternate or flexible work schedule must submit a written request to his/her immediate supervisor. The employee's written request will address the following areas: 1) how the requested alternate work schedule will not interfere with the employee's ability and availability to perform assigned duties; 2) continue to meet Agency/work unit operational needs; 3) the needs of the public will be met; 4) how the request will not impact other employee's ability to schedule leave to extend their weekends; 5) the forty (40) hour work week will be maintained. The supervisor will review the request and either approve or disapprove the request which includes consideration of the above criteria. If approved, the employee waives any penalty or premium pay as a result of the change into or out of the requested schedule.

b. Requests for alternate work schedules shall be considered in order of application. If more than one (1) employee requests for an alternative work schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority in the Agency if possible.

c. Approved alternate or flexible work schedules will be reviewed as least annually at the time of the employee's performance evaluation.

d. Overtime for employees working an alternate or flexible work schedule will follow the provisions of the local Agency agreement.

e. The supervisor's decision to grant or deny such a request may be grieved by the Union up to the Department of Administrative Services grievance appeal step. Regardless, at the employee's request, the immediate supervisor will meet with the employee in an effort to fully discuss all concerns.

f. The supervisor may revoke an employee's alternate or flexible work schedule if the schedule no longer meets criteria cited in subsection a herein with fourteen (14) calendar days' notice or by mutual agreement. The Agency's decision shall not be subject to the grievance procedure.

Section 5. Rest Periods

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 about midway through each four (4)-hour work period.

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 6.

All employees working at least an eight (8)-hour workday shall be granted a non-paid 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 Agency.

Section 7.

When the employee is required by the Agency to travel, the actual travel time shall be considered time worked. Where required travel is outside an employee's regular work hours (excluding normal commuting time), the employer may temporarily modify the employee's weekly schedule without daily overtime, if applicable, or schedule-change penalty. Where such schedule modification still results in the need for additional work hours, the employee shall be paid the appropriate rate of pay for all time worked over forty (40) hours in that workweek.

ARTICLE 37 – LIMITED DURATION APPOINTMENT

Section 1.

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

Section 2.

No newly hired person on a limited duration appointment shall be entitled to rights under the layoff procedure.

Section 3.

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

a. That the appointment is of limited duration.
b. That the appointment may cease at any time.
c. That persons who accept a limited duration appointment who were formerly classified regular status State employees from this bargaining unit are entitled to rights under the layoff procedure starting from the prior class.

ARTICLE 38 – JOB SHARING

The Parties agree to the following provisions, pursuant to ORS 240.13:

Section 1. Job Share Position.

"Job share position" means a full-time position in classified service may be held by more than one (1) individual on a shared time basis whereby individuals holding the position each work less than full-time but not more than full-time combined.

Section 2. Creation of Job Share Position(s).

Job sharing is a voluntary program. The Agency may determine that a position will become a job share position, or any employee who wishes to participate in job sharing may submit a written request to the supervisor to be considered for job share positions. Upon such request, the Agency 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 appropriate, the Agency agrees to provide notification to all job share applicants of available job positions in their bargaining unit in the Agency.

Section 3. Leave and Holiday Pay.

Job sharing employees shall accrue vacation leave, sick leave and holiday pay based on a prorate of hours worked or in paid status in a month during which the employee is in paid status for thirty-two (32) hours or more. Holiday pay shall be in accordance with Article 13 (Holidays). Individual salary review dates will be established for job share employees.

Section 4. Insurance Benefits.

Job sharing employees shall be entitled to share the full Employer paid insurance benefits for one (1) full-time position based on the designated share of the position. The total Employer contribution for insurance benefits in a job share position is limited to the amount authorized for one full-time employee. Each job share employee shall have the right to pay the difference between the Employer paid insurance benefits and the full premium amount through payroll deduction.

Section 5. Job Share Vacancy.

If one (1) job share employee vacates the position, or if a vacancy exists and if the Agency determines that job sharing is not appropriate for the position, or if the Agency is unable to recruit qualified applicants, in the opinion of the Agency, for the job share position, the remaining employee shall have the right to assume the position on a full-time basis. Upon approval of the immediate supervisor, the remaining employee may elect to transfer to a vacant part-time position in the same classification or to voluntary demote. If the above conditions are not available or not acceptable, the employee agrees to resign.

Section 6. Layoffs.

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

ARTICLE 39 – LAYOFF

Section 1. Alternate to Layoff

1. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union no fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The Parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.

2. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.

Section 2. Layoff Procedure.

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

The layoff procedure shall occur in the following manner:

a. The Agency shall determine the specific positions to be vacated.

b. Layoff lists will apply to employees in a classification. Any regular status employee shall be permitted to displace an employee in the same classification with less seniority.

c. A regular status employee notified of a pending layoff may elect to be laid off or has the options listed below:

(1) The employee may displace the employee in the same classification who is the least senior trial service employee or who is the least senior regular status employee if there are no trial service employees.

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

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

(b) Meet any special qualifications for the position as shown in the class specification and the position description; and

(c) Be capable of performing the specific requirements of the position within thirty (30) days.

If the displacing employee does not meet these criteria for the position held by the least senior employee in the same classification, the Agency will continue to make this determination for the position held by the next least senior employee until the displacing employee meets the requirements for a position in the same classification.

(2) If no option is available in subsection (1) above, the employee may demote and displace the employee in a lower classification who is the least senior trial service employee or who is the least senior regular status employee if there are no trial service employees, and:

(a) Have greater seniority than the employee to be displaced;

(b) Meet any minimum or special qualifications for the position;

(c) Have previously held regular status in the lower classification, including any predecessor classification; and

(d) Be capable of performing the specific requirements of the position within thirty (30) days.

If the displacing employee does not satisfy the above requirements or the position held by the least senior employee in the relevant lower classification, the Agency will continue to make this determination for the position held by the next least senior employee until the displacing employee meets the requirements for a position in the lower classification.

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

Section 3.

The Agency will not pay moving expenses for any moves as a result of an employee exercising any rights under this article.

Section 4.

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

Section 5.

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

a. One (1) point per month for each month of continuous service with the Agency. All part-time service shall be credited on a prorated basis. Except for military leave and USERA without pay, periods of authorized leave without pay that exceed ninety (90) days will be deducted from the computation of continuous service. Military leave and USERA without pay will be credited toward continuous service with the Agency. When a layoff is announced, seniority shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

b. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given to:
   (1) Length of continuous service in the job classification in the Agency;
   (2) Length of continuous service with the Agency.

Section 6. Primary Recall Rights

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

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

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

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

Section 7.

Any temporary interruption of employment because of lack of work or unexpected or unusual reasons which do not exceed fifteen (15) consecutive days, shall not be considered a layoff if, at the termination of such conditions, employee(s) are to be returned to employment. An employee who is affected by a temporary interruption of employment may use accrued vacation, compensatory time off or personal leave. For FLSA-exempt employees, this Section applies only when the interruption is for one (1) or more full workweek(s).

Section 8. Secondary Recall Rights.

a. Application: These rights apply to all employees in bargaining units represented by AFSCME at Central Table negotiations as well as the Department of Corrections and Board of Parole except employees who are laid off during initial trial service.

b. Definitions:

(1) Geographic Areas, for the purpose of secondary recall, are each location for which an employee may indicate his/her willingness to relocate on the State's PD100.

(2) Agency Layoff Lists are intra-agency layoff lists, as defined in each AFSCME Central Table Agency and/or Department of Corrections and Board of Parole bargaining unit contract.

(3) Secondary Recall List is an inter-agency layoff list, which consists of regular status employees who have been separated by layoff from Union-represented positions in AFSCME Central Table Agencies and/or Department of Corrections and Board of Parole and who have elected to be placed on such list, consistent with the definitions of geographic areas defined above.

c. Coordination with Filling of Vacancy and Layoff Articles: The recall options provided herein shall be consistent with the priority of recall to positions from layoff within an Agency, as specified within each Agency's contract, except that recall from Agency Layoff Lists shall take precedence over recall from the Secondary Recall List.

d. Procedures:

(1) Placement on the Secondary Recall List.

(a) Regular status employees who are separated from the service of the State in good standing (meaning no record of economic disciplinary sanctions in his/her personnel file) by layoff or transferred outside State government due to intergovernmental transfer shall, in addition to their right to be placed on the Agency Layoff List, be given the option of electing placement on the Secondary Recall List by geographic area for other AFSCME-represented bargaining units which utilize the same or successor classification from which they were laid off. The term of eligibility of candidates placed on the list shall be two (2) years from the date of layoff. When an employee is prohibited from participating in the secondary recall process due to the presence of an economic disciplinary sanction in his/her personnel file, that employee may request and shall be placed on the Secondary Recall List for the remainder of the two (2) years eligibility following layoff once the discipline has remained in the file for the length of time required by the agency's contract.

(b) Employees who elect to be placed on the Secondary Recall List shall specify in writing the AFSCME Central Table and/or Department of Corrections and Board of Parole bargaining

units and geographic areas to which they are willing to be recalled.

(2) Use of the Secondary Recall List.

(a) After the exhaustion of the Agency Layoff List for a specific classification within a geographic area, the Secondary Recall List shall be used to fill all positions within a specific classification and geographic area consistent with Section (c) above, until such secondary list is exhausted.

(b) To be eligible for appointment from the Secondary Recall List, a laid off employee on such list must meet the minimum qualifications for the classification and any special qualifications for the position.

(c) Agencies shall utilize the Secondary Recall List to fill positions by calling for certifications from the list of the five (5) most senior employees who meet the minimum qualifications for the classification and any special qualifications for the position to be filled by selecting one of the five (5) so certified. Seniority for this purpose shall be computed as described per the layoff article of each Agency's contract.

(d) Where fewer than five (5) eligible employees remain on the Secondary Recall List, the Agency shall select one (1) of these employees who meets the minimum qualifications for the class and any special qualifications for the position.

(3) Appointments/Refusals of Appointments from the Secondary Recall List.

(a) A laid off employee on the Secondary Recall List who is offered an appointment from the list and refuses to accept the appointment shall have his/her name removed from the Secondary Recall List; however, an agency will not remove an employee's name from the Secondary Recall List where that individual had been a day shift employee and subsequently refuses the offer of a position with swing shift or night shift hours.

(b) Employees appointed to positions from the Secondary Recall List shall have their names removed from their Agency Layoff List(s) and the Secondary Recall List.

(c) Employees appointed to positions from the Secondary Recall List shall serve a trial service period not to exceed three (3) full months, except that employees hired into the Offender Information and Sentence Unit as Prison Term Analysts (PTA) shall serve a trial service period consistent with the Department of Corrections agreement. Administration of the trial service period shall be consistent with the hiring Agency's contract. However, employees who fail to successfully complete this trial service period shall have their names restored to the Agency Layoff List(s) on which they previously

had standing. Restoration to the Agency Layoff List(s) shall be for the remaining period of eligibility that existed at the time of appointment from the Secondary Recall List. An employee may also petition the DAS-Labor Relations Unit to also be restored to the Secondary Recall List for the remainder of the initial twenty-four (24)-month recall period where the trial service removal was not related to potential misconduct warranting an economic or dismissal sanction. In no instance shall the DAS-Labor Relations Unit's decision be grievable.

(d) Employees appointed to positions from the Secondary Recall List shall not be entitled to moving expenses.

ARTICLE 40 – WORKERS' COMPENSATION

Section 1.

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

Section 2. Temporary Modified Assignment.

If an employee is released by the attending physician for return to a temporary modified assignment, and the employee is not medically stationary but is expected to be able to resume full duties of his/her previous position within ninety (90) days, the Agency shall offer such work as the employee is capable of performing and which as determined by the Agency is available during the ninety (90)-day period. If the employee refuses such assignment, the Agency will notify SAIF of the refusal.

Section 3. Return to Regular Duty.

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

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

have the automatic right to reinstatement to his/her former position in accordance with State laws and regulations.

c. Demand to Return to Other Position(s) That Is Available and Suitable. Employees requiring a change in work assignment on return from on-the-job injury which is deemed by the attending physician to limit an employee's work capabilities on a permanent basis for more than ninety (90) days shall be assigned if possible by the LTCO in the same classification or a classification in the same salary range which he/she is capable of performing or a higher classification at a higher salary range if the LTCO deems appropriate and the employee is capable of performing the job and is qualified for the job. If not possible, other assignments shall be offered in accordance with State laws and regulations. Employees changing their work assignment under the provisions of this Section are not subject to Article 34, Filling of Vacancies. The Union shall be notified of such transfers.

Section 4.

When an employee chooses any of the Options #1-4 below, salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave, and/or vacation leave, and/or compensation time:

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

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

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

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

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

An employee shall choose which option(s) they want to use as soon as possible within the pay period in which their compensable time loss from work began. Where the injury or illness occurs within the last two (2) days of the pay period, the employee shall make his/her election by the time the next mid-month time sheet is submitted. Once they have chosen their option(s), a change in option may not be made during the entire period of time the employee is on compensable injury leave status unless approved by the Agency.

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

An employee on FMLA due to a Workers' Compensation claim shall be able to

exercise the above options.

ARTICLE 41 – AGENCY PERSONNEL POLICIES

Upon request, the Agency shall provide the Union a copy of its personnel policies.

ARTICLE 42 – SUCCESSOR NEGOTIATIONS

The Agency will allow up to two (2) employees to attend collective bargaining sessions as members of the Union's negotiation team. The Employer agrees to grant leave with pay for the affected employees. The Union agrees, as a prior condition to the release of the affected employees from work, to notify the Employer in writing of its members designated as representatives for negotiations. The Employer is not responsible for travel, overtime, per diem, other benefits or compensation beyond that which the employees would have received had the affected employees not attended bargaining sessions.

ARTICLE 43 – MAINTENANCE OF MEMBERSHIP

All members of the bargaining unit who are members of the Union as of the effective date of the Agreement or who subsequently voluntarily become members of the Union shall continue to pay dues, or the equivalent, to the Union during the term of this Agreement. This section shall not apply during the 30-day period prior to the expiration of this Agreement for those employees who, by written notice sent to the Union and the Employer, indicate their desire to withdraw their membership from the Union.

The Union shall indemnify and save the Agency harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Agency for the purpose of complying with the provisions of this section.

LETTER OF AGREEMENT – TELECOMMUTING

Oregon State government encourages State agencies to allow employees, where suitable, to telecommute. Any telecommuting arrangements are subject to State Policy 50.050.01, effective November 9, 2009.

The LTCO will adhere to the provisions of this policy and will allow telecommuting when and where it determines it to be suitable. LTCO will not arbitrarily end an approved telecommuting arrangement.

This Letter of Agreement will expire by June 30, 2017.

LETTER OF AGREEMENT – ARTICLE 7, CONTRACTING OUT - FEASIBILITY STUDY

This Letter of Agreement is entered into between the State of Oregon Department of Administrative Services, on behalf of all State Agencies covered by the State of Oregon and AFSCME Central Table.

When the provisions of Article 7, Section 5, require a feasibility study, the following will apply:

> The Employer will count eighty percent (80%) of the affected employee's straight-time wage rate when comparing the two (2) plans.

This Agreement is effective through June 30, 2017.

LETTER OF AGREEMENT – ARTICLE 30 PEBB MEMBER ADVISORY COMMITTEE

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

The Employer and Union share a commitment to PEBB achieving its vision of better health, better care and affordable costs. Both Parties recognize that the structure of PEBB is authorized in Oregon Revised Statutes, and is also designed to provide the input and perspective of members in PEBB decisions. In addition, the Employer and Union representatives share governance and decision making within the authorized structure of PEBB. The Employer and the Union share an interest in further informing the PEBB decision making process through an additional layer of direct member engagement in health and wellness.

Therefore, the Parties agree to the following:

1. PEBB is directed to create and staff a PEBB Member Advisory Committee (PMAC).
2. The PMAC will be comprised of PEBB members, including both management and labor, with up to four (4) members appointed by AFSCME. Appointment to the PMAC will be for a two (2) year period. Management will select the one management co-chair and Labor will select their co-chair.
3. The PMAC will meet at least once per calendar quarter.
4. The PMAC will provide advice on:
   a. Member engagement
   b. Health and Welfare strategies including the Health Engagement Model and wellness programs.
   c. Educating and engaging members as active leaders in their health.
5. PEBB is required to present updates to the PMAC about the progress towards its vision of better health, better care and affordable costs.
6. Participants on the committee will be on paid status and shall be reimbursed as per state travel policy. Agencies will not incur any overtime liability as a result of committee meetings or travel.

This Agreement will sunset on June 30, 2017.

LETTER OF AGREEMENT- ARTICLE 30 - PART TIME MEDICAL PREMIUM SUBSIDY

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), and Employees Council 75 AFSCME (Union).

This Agreement shall apply to all agencies and bargaining units under the jurisdiction of the AFSCME Central Table.

The purpose of this Letter of Agreement is to clarify the Agreement reached during 2015-2017 negotiations regarding the Employer's obligation for medical premium payments for employees working less than full time.

For Plan Years 2016 and 2017, the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For less than full time employees who have at least eighty (80) paid regular hours in the month, the Employer will pay a monthly benefit insurance premium amount of the plan selected by the employee as calculated under the local Agreement insurance article as follows:

a) Part-time premium rate x Employer contribution percentage x the ratio of paid regular hours to full-time hours to the nearest full percent = Employer contribution.

In addition, there shall be a subsidy based on the employee's enrollment tier, for plan years 2016 and 2017 consisting of one of the following monthly amounts:

Employee Only,	$346.25
Employee & Partner,	$452.34
Employee & Children,	$395.94
Employee & Family,	$460.52

b) Part-time, Seasonal and Intermittent Employees Electing Full Time Insurance

Full time premium rate x the Employer contribution percentage x the ratio of paid regular hours to full time hours to the nearest full percent = Employer contribution.

The employee will pay the premium balance.

LETTER OF AGREEMENT - ARTICLE 30 – KAISER INSURANCE DEDUCTIBLE PLAN

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer), and AFSCME Council 75 (Union).

The Parties agree that employees who enroll in the Kaiser Deductible plan will be eligible to receive the Employer's ninety-nine percent (99%) monthly contribution.

This Agreement starts and ends for Plan Year 2016 without any extensions or renewal for Plan Year 2017.

LETTER OF AGREEMENT - ARTICLE 30 – PMAC INSURANCE EDUCATION

This Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

The Employer and Union recognize the importance of making an informed decision regarding an employee selecting health insurance coverage. The Parties mutually agree to work toward increasing the amount of health insurance plan information available to state employees so they may select the most affordable plan that meets their needs.

The purpose of this Agreement is to empower the PEBB Member Advisory Committee (PMAC) to identify ways to increase knowledge of the health insurance plans available to State employees.

The Parties agree to the following:

1. The Parties will convene the PMAC by August 1, 2015 to work on the following:

    a. PMAC will identify what resources State employees need most in order to select their health insurance plan and how to best distribute these resources.

    b. PMAC will recommend subjects for a new educational video on health insurance plans that will be available to State employees.

    c. PMAC shall submit all of its recommendations to CHRO (Chief Human Resources Office) and the Union by September 1, 2015.

    d. CHRO or its designee shall produce and distribute a new educational video on the health insurance plans available to State employees by October 1, 2015.

    e. Employees will be authorized to view the PEBB health insurance video during Agency time where it is feasible.

2. In addition, by October 1, 2015 Agency and Local Union leadership will determine the mechanics of how best to deliver the information to all employees for their individual agencies.,

3. This Agreement becomes effective August 1, 2015 and automatically terminates June 30, 2017.

LETTER OF AGREEMENT - COMMUTING ALTERNATIVES

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of all the Agencies under the jurisdiction of the AFSCME Central Table (Agency) and AFSCME Council 75 (Union).

The purpose of this Agreement is to establish a work group to identify and evaluate different programs that encourage employees to use alternate methods of commuting to work.

The Parties agree to the following:

1. The group will:
    a. Review and evaluate current and past State programs encouraging employees to use alternate commuting methods;
    b. Review and evaluate other public employer programs that incent their employees to use alternate commuting methods;
    c. Identify advantages and disadvantages of different programs that incent employees to use alternative commuting methods.

2. The Employer and Union shall appoint up to four (4) representatives to serve as members. Both Parties shall attempt to ensure geographic representation. Union appointed employees shall serve on Agency time if the meeting time is during their regularly scheduled work hours. Committee members shall video conference meetings whenever possible.

3. Union appointed employees shall not be eligible for overtime, lodging, meals or mileage for serving on the group. The Agency shall not be liable for any penalty or premium payments for adjusting an employee's work schedule so the employee can attend the meeting.

4. Appointed employees shall notify their immediate supervisor at least five (5) work days before any meeting regarding their absence from work to attend the meeting.

5. The Group shall prepare a written report outlining its findings to AFSCME Council 75 and the Department of Administrative Services Labor Relations Unit no later than January 31, 2016.

LETTER OF AGREEMENT - PILOT PROGRAM – VOLUNTARY MEDICAL SEPARATION

Section 1.

A regular status employee with a serious health condition who has exhausted all of his/her own accrued paid leave balances may submit a written request to the Agency for a 'voluntary medical separation'. A voluntary medical separation is a voluntary resignation for medical reasons. The employee shall attach a doctor's certification to the request attesting to the employee's serious health condition.

Section 2.

If, based on the doctor's certification, the employee has a serious health condition, the Agency will approve the employee's written request for voluntary medical separation so long as the employee is not under investigation for any performance and/or misconduct.

Section 3.

An employee who receives a voluntary medical separation will be notified that he/she will be placed on the Agency's Layoff List and may be eligible for recall provided all of the following conditions are met:

a. The employee will be placed on the Agency's Layoff List in order of seniority but not eligible for recall until the employee becomes fit for duty. To be fit for recall the employee must submit a doctor's certification that he/she is fit to return to work full-time without restrictions.
b. The position the employee may be recalled back to is in the same classification he/she occupied before their voluntary resignation;
c. The employee must meet the minimum qualifications and special qualifications for the recalled position;
d. The employee will be eligible for recall only in their former bargaining unit and former work location (city/county);
e. The employee will be eligible for recall to a position when there is a vacant position the Agency intends to fill;
f. The employee's name shall remain on the Agency Layoff List for two (2) years from the date of voluntary resignation, and,
g. If the employee rejects a recall offer for their former work location, the employee's name will be removed from the list.

Section 4.

This Agreement starts on the effective date of the Local Agency Agreement and automatically expires June 30, 2017 unless the Parties specifically agree to extend its provisions.

LETTER OF AGREEMENT - INFORMATION SYSTEM SPECIALIST 1 – 8 STAFF

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

This Agreement covers all agencies covered under the jurisdiction of the AFSCME Central Table with Information System Specialist 1-8 Staff.

The Parties agree to the following:

1. The Employer agrees to conduct a classification allocation review of the Information System Specialist series (ISS1-8) at DEQ to be completed by March 30, 2016.

2. The Employer agrees to conduct a total compensation study of the Information System Specialist (ISS1-8) series to be completed by November 1, 2016.

    a) The Union shall provide two (2) employees to participate in the study.

    b) The Employer and Union participants shall review survey methodology and job content to be used for the survey.

    c) Union participants will have the opportunity to review and offer comments regarding employers to survey.

    d) Bargaining will be opened in concert with the start of the AFSCME Central 2017-2019 bargaining cycle.

APPENDIX A – CLASS NUMBER, TITLE AND SALARY RANGE

Class No.	Classification	Salary Range
C0103	Office Specialist 1	12C
C0107	Administrative Specialist 1	17
C0108	Administrative Specialist 2	19
C1115	Research Analyst 1	19
C0860	Program Analyst 1	23
C0861	Program Analyst 2	27

APPENDIX B – SALARY SCHEDULE

SALARY SCHEDULE JULY 1, 2015

RANGE	1	2	3	4	5	6	7	8	9
12C	2152	2233	2319	2408	2495	2591	2700	2816	2936
15	2362	2455	2539	2644	2757	2874	2999	3139	3292
19	2757	2874	2999	3139	3292	3451	3610	3782	3973
23	3292	3451	3610	3782	3973	4162	4359	4571	4791
27	3973	4162	4359	4571	4791	5028	5277	5530	5802

SALARY SCHEDULE – DECEMBER 1, 2015

RANGE	1	2	3	4	5	6	7	8	9
12C	2200	2283	2371	2462	2551	2649	2761	2879	3002
15	2415	2510	2596	2703	2819	2939	3066	3210	3366
19	2819	2939	3066	3210	3366	3529	3691	3867	4062
23	2819	2939	3066	3210	3366	3529	3691	3867	4062
27	3366	3529	3691	3867	4062	4256	4457	4674	4899

SALARY SCHEDULE – DECEMBER 1, 2016

RANGE	1	2	3	4	5	6	7	8	9
12C	2261	2346	2436	2530	2621	2722	2837	2958	3085
15	2481	2579	2667	2777	2897	3020	3150	3298	3459
19	2897	3020	3150	3298	3459	3626	3793	3973	4174
23	3366	3529	3691	3867	4062	4256	4457	4674	4899
27	4062	4256	4457	4674	4899	5141	5396	5654	5933

2015-2017 SIGNATURE PAGE – AFSCME – LONG TERM CARE OMBUDSMAN OFFICE

Signed this 28th day of July, 2015 at Salem, Oregon.

FOR THE STATE OF OREGON

George Naughton, Acting Director
Department of Administrative Services (DAS)

Madilyn Zike, Chief Human Resources Officer
DAS Chief Human Resources Office (CHRO)

Debbie Pillsbury-Harvey, State Labor Relations Manager
DAS CHRO Labor Relations Unit

Cyndi Smith, Client Agency HR Manager
Bargaining Team Member
DAS EHRS

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

Randy Ridderbusch
AFSCME Council 75 Representative

Ana Potter, Union Bargaining Team Member