

COLLECTIVE BARGAINING AGREEMENT



between

DAS

**DEPARTMENT OF
ADMINISTRATIVE
SERVICES**

*on behalf of
Oregon Liquor Control Commission
and*

AFSCME

LOCAL 2505 / COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2017

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PREAMBLE

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of the Oregon Liquor Control Commission (hereinafter the "Agency"), and the American Federation of State, County and Municipal Employees, Local 2505 (hereinafter the "Union"), for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

Section 1.1

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

Section 1.2

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

Section 1.3

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - UNION RIGHTS

Section 3.1

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

Section 3.2

Union representatives will be allowed to visit the work areas of the employees during work hours, after advising the Human Resource Director of the Agency, or his/her designee if the visit is in the Central Administrative Office, or the supervisor of the field office, or his/her designee, of their presence for the purpose of meeting with employees regarding matters affecting their employment. Such visits are not to interfere with the normal flow of work.

Section 3.3

The internal business of the Union shall be conducted by the employees during their non-duty hours. Employees serving on the board will be allowed to utilize approved leave or flex their schedule up to two (2) hours to accommodate the monthly Union Executive Board Meeting.

Section 3.4

The Union may use Agency facilities for E-Board, bargaining planning, bargaining team, Union committee and regular monthly general membership meetings without prior management approval provided that the facilities are and continue to be available, the use would not interfere with Agency business and the Union has appropriately reserved the room on the electronic reservation system with notification to the Human Resources Director. For all other meetings, the Union will be allowed the use of Agency facilities with prior notification to the Human Resource Director, or designee, provided that the use is consistent with State and Agency policies, facilities are and continue to be available and the use would not interfere with Agency business.

Section 3.5

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

Section 3.6

Not more than thirty (30) minutes shall be granted for the Union to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the Union's status, organization benefits, facilities, related information and distributing and collecting membership applications. This time is not to be used for discussion of labor/management disputes. The Agency shall make arrangements as soon as possible to provide the Union reasonable notice of the time and place of new employee orientation meetings. If the presenter is an Agency employee he/she will be allowed one (1) hour of Agency time including travel for this presentation.

Section 3.7

- a. The Agency will continue to provide reasonable bulletin board space for the use of the Union in communications dealing with social functions, meetings, elections, Union appointments and other Union-related information.
- b. Union officers and Stewards may post messages to an electronic bulletin board established for this purpose, and/or use the Agency's e-mail messaging system, provided the officers, Stewards and employees meet all of the following conditions:
 - (1) All messages and communications must directly concern internal union business;

- (2) The Stewards, officers and employees do not use the electronic bulletin board for interactive communications (messages may be accessed, but no replies made);
- (3) Employees may access the bulletin board and Union officers and Stewards may post and access messages only during their authorized breaks and lunch periods. With prior supervisory approval, Union officers and Stewards may post and access messages before and/or after their work shift;
- (4) Use of the Agency's e-mail system is limited to authorized breaks and lunch periods. With prior supervisory approval, Union officers and Stewards may use the Agency's e-mail system before and/or after their work shift;
- (5) Use of the electronic bulletin board and e-mail system will comply with the Agency's applicable user policies, such as protection of confidential information and security of equipment;
- (6) The Agency will incur no additional costs resulting from the electronic bulletin board and e-mail system use, including printing costs;
- (7) Use of the bulletin board and e-mail system does not adversely affect the use of or hinder the performance of the Agency's computer and/or e-mail systems for Agency business;
- (8) Messages and/or communications shall not contain false, unlawful, offensive or derogatory statements against any person, organization or group of persons. Messages and/or communications shall not contain profanity, vulgarity, sexual content, character slurs, threats or threats of violence. Messages and/or communications shall not contain rude or hostile references to race, marital status, age, gender, sexual orientation, religious or political beliefs, national origin, health or disability;
- (9) Messages and/or communications shall not be used to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the Contract;
- (10) E-mail messages sent simultaneously to more than five (5) employees shall be limited to one (1) page and plain or rich text format. Such group e-mails shall not include attachments or contain graphics (except for the Union logo). Recipients of such group e-mails shall not use the "reply all" function. This restriction shall not apply to the local President and Executive Board. The Agency reserves the right to charge the Union for costs incurred by the Agency to debug, repair, reset or otherwise secure or maintain its system resulting from Union access to or use of the e-mail system. An employee must follow current Commission policy in regard to printing e-mails and attachments.

c. Except as modified by this Article, the Agency shall have the right to control its electronic bulletin board and e-mail system, their uses and/or information.

- d. It is understood that the electronic bulletin board and e-mail system are not private, privileged or confidential. The Agency reserves the right to trace, review, audit, access, intercept, recover and/or monitor use of its electronic bulletin board and/or e-mail system without notice. Portions of this provision regarding the electronic bulletin board will no longer apply if the Agency loses the ability to maintain an electronic bulletin board.
- e. For purposes of negotiations, Union bargaining team members may communicate among themselves over the Agency's e-mail system provided that such use conforms to the provisions of subsection b, above.
- f. An employee may forward an e-mail message to his/her home computer, provided such use is during the employee's authorized breaks or lunch period.
- g. The Union will hold the Employer and Agency harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Union and/or its agents (including Union officers and Stewards) regarding any messages and/or communications or effect of any messages and/or communications that are a direct result of use of the electronic bulletin board and/or e-mail under this Article.

Section 3.8

- a. Upon request and no more than once a month the Agency shall furnish to the Union an alphabetized listing of the names, classifications, and home addresses of the employees in the bargaining unit as well as a listing of those employees who have terminated since the previous list.
- b. 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.
- c. 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.
- d. 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 3.9

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

Section 3.10

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 Human Resource Director, 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 3.11 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 3.12 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:

- (1) 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.

- (2) 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.
- (3) The paid release time is limited to attendance at the conference and travel time to and from the conference if such time occurs during the employee's regularly scheduled working hours up to forty (40) hours per calendar year.
- (4) The release time shall be coded as Union business leave or other identified payroll code as determined by the State.
- (5) The release time shall not be included in the calculation of overtime nor considered as work related for purposes of workers' compensation.
- (6) The employee will continue to accrue leaves and appropriate benefits under the applicable collective bargaining agreement except as limited herein.
- (7) 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.
- (8) 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.

REV: 2015, 2017

ARTICLE 4 - LAWS AND REGULATIONS

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

ARTICLE 5 - UNIT CLARIFICATION

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

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

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 6.1

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, physical or mental handicap, national

origin, political affiliation, or marital status. The Union further agrees that it will cooperate with the Agency's implementation of applicable Federal and State laws and regulations, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, pertaining to affirmative action.

Section 6.2

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

ARTICLE 7 - DEFINITIONS

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

BREAK IN SERVICE – Means a layoff in excess of twenty-four (24) months or a separation from service with the Agency in excess of thirty (30) days. Loss of seniority shall occur in each of these circumstances.

COMPENSABLE TIME - Means time for which an employee is compensated at the regular straight time rate of pay, including paid leave and compensatory time off, but excluding on-call time, call-back compensation and penalty payments.

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

DAY - Means calendar days unless otherwise indicated.

DEMOTION - Means a movement of an employee from a position in one (1) class to a position in another class having a lower salary range number.

DISMISSAL - Means a complete separation of a regular status employee from State service for disciplinary reasons.

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

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

JOB SHARE EMPLOYEE - Means an employee who shares one (1) full-time position with one (1) or more employees. Each individual employee works less than full-time.

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

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

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

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

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

REEMPLOYMENT - Means the return of a former regular status employee or trial service employee, through a competitive or noncompetitive process, within two (2) years of the employee's separation. The Agency Layoff List and the Secondary Recall List will take precedence over reemployment.

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

SENIORITY - Unless otherwise indicated in this Agreement, seniority means continuous service with the Agency. All authorized leave without pay periods that exceeds ninety (90) days shall be deducted from the computation of continuous service.

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

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

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

ARTICLE 8 - AVAILABILITY OF THE PARTIES TO EACH OTHER

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

ARTICLE 9 - FAIR SHARE

Section 9.1

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

Section 9.2

Employees in the bargaining unit who are not members of the Union shall make payments in lieu of dues to the Union. Payments in lieu of dues shall be the equivalent of regular Union dues. Beginning with the first payroll period after the execution of this Agreement and on each period thereafter, the Agency will deduct from the wages of each bargaining unit employee who is not a Union member the payments in lieu of dues required by this Article. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment. The Agency shall remit a payment for all said deductions to the Union by the 20th of the month after the deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from who deductions were made.

Section 9.3

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

Section 9.4

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

Section 9.5

Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Agency that this has been done.

Notwithstanding an employee's claim of exemption under this Section, the Agency shall deduct payments in lieu of dues from the employee's wages pursuant to this Article, until agreement has been reached between the employee and the Union.

Section 9.6

The Union shall provide the Agency payroll office with Union application/authorization forms. Payroll clerks shall supply said applications to prospective members upon request,

and shall process completed applications forwarding a copy to the Union immediately upon receipt.

Section 9.7

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

ARTICLE 10 - COMPLETE AGREEMENT/PAST PRACTICES

Section 10.1

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

Section 10.2

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

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

If the Department of Administrative Services believes the change is a mandatory subject of bargaining, the parties shall meet within ten (10) days of the Union's request to meet. One (1) union Steward from the Agency will be allowed to use Agency time without loss of pay or benefits to participate. Neither the Department of Administrative Services nor the Agency will be liable for any overtime, premium pay, travel reimbursement or mileage for the union Steward. The union Steward

will not be allowed Agency time to participate in discussions on the Agency's obligation to bargain the Union's demand. If agreement is reached by the parties during the meeting under this subsection, then the agreement shall be reduced to writing and signed by the parties.

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

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

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

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

The arbitrator's fee and expenses shall be paid as provided in [Article 13 \(Grievance Procedure\)](#).

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

ARTICLE 11 - AGENCY PERSONNEL POLICIES

The Agency shall provide a copy of its written personnel policies to the Union within ten (10) days of implementation. When a change of a policy occurs, a copy will be sent to the Union.

REV: 2017

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 12.1

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

Section 12.2

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

Section 12.3

- a. Discharge of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reason for the appeal and must be submitted to the Department of Administrative Services Labor Relations Unit within ten (10) calendar days from the effective date of the discharge. Such appeal shall be heard by the arbitrator pursuant to the terms and conditions outlined in .4 to .6 of [Article 13 \(Grievance Procedure\)](#).
- b. An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline.

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

Section 12.4

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

Section 12.5

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

Section 12.6

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

Section 12.7

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

Section 12.8

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 13 - GRIEVANCE PROCEDURE

Section 13.1

A grievance is a dispute which arises concerning the application, meaning or interpretation of this Agreement. The Agency and the Union will resolve grievances by informal methods if possible. At any Step of the grievance either Party may request a meeting that will be mutually arranged, to discuss the merits of the grievance. The Union and Management may mutually agree to extend grievance timelines.

Any agreement reached in informal discussions will be put in writing and signed by the Parties involved, and a representative of the Union.

STEP 1:

Any affected employee, or the Union on an employee's behalf, may file a grievance in writing with the HR Director, or designee, within thirty (30) calendar days of the date of the alleged breach of this Agreement, or the date the Union or employee knew of the alleged breach. The grievance must be written on an Official Grievance form and include: (a) a statement of the grievance and relevant facts; (b) the provision(s) of the Agreement alleged to have been violated; and (c) the remedy sought. The grievance can be submitted in person or by e-mail. The HR Director or designee will respond in writing to the grievant, the Union Representative who filed the grievance, and the Council Representative within fifteen (15) calendar days of the date the grievance was received, or date of the Step 1 meeting, whichever was later.

STEP 2:

If the grievance remains unresolved at Step 1, the Union may appeal the grievance directly to the Agency Executive Director, or Executive level designee, within fifteen (15) calendar days after the Step 1 response. The Agency Executive Director, or Executive level designee, will respond in writing within fifteen (15) calendar days after receipt of the grievance or fifteen (15) calendar days following the Step 2 meeting, whichever is later. No person/department may be designated to provide a response at both Step 1 and Step 2.

STEP 3: Department of Administrative Services Review.

If the grievance remains unresolved at Step 2, the Union may file the grievance with the Department of Administrative Services, Labor Relations Unit (LRU) within fifteen (15) calendar days following receipt of the response at Step 2. 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 LRU email address LRU@oregon.gov. LRU shall respond within fifteen (15) calendar days following the Step 3 meeting.

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

STEP 4: Submission to Arbitration.

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

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

If the grievance is to be submitted to arbitration, no less than fifteen (15) calendar days before the arbitration, the parties will attempt to formulate a submission agreement to be forwarded to the arbitrator.

Section 13.2 Selection of the Arbitrator and Mediation.

Subsequent to a valid arbitration request and prior to the selection of an arbitrator, either the Department of Administrative Services, LRU 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. The cost of mediation will be shared by both Parties.

- a. Within thirty (30) calendar days of a request for arbitration, the LRU and the Union will jointly request from the Employment Relations Board the names of five (5) qualified Oregon or Washington arbitrators.
- b. The Union and the LRU will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator and arbitration hearings shall commence within thirty (30) calendar days thereafter, unless otherwise mutually agreed by the parties.

Section 13.3 Arbitrator's Authority.

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

Section 13.4 Expenses of Arbitration.

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

Section 13.5

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

Section 13.6

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

Section 13.7

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

Section 13.8

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

Section 13.9

Either Party may seek extensions when appropriate. Failure of the aggrieved party to comply with the time limits outlined above shall constitute abandonment of the grievance.

REV: 2015

ARTICLE 14 - JOB STEWARDS

Section 14.1

Up to fifteen (15) Job Stewards shall be allowed to ensure access to all Agency employees. The Union shall encourage that each region of the state has at least one (1) Job Steward whose primary duty station is within this region. Such Stewards shall be selected from and represent employees. The Union shall immediately notify the Human Resources Manager of the names of Job Stewards and their successors upon their selection.

Section 14.2

Stewards may receive but not solicit, and may discuss, complaints and grievances of employees on the premises and time of the Agency, but only to such extent as does not neglect, or interfere with the work and duties of the Job Stewards or with the work or duties

of employees. Upon notice to their immediate supervisor, Job Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to discuss complaints and investigate grievances. Only one (1) Union Steward will be in pay status for any one grievance. The Chief Steward may consult on grievances on an in-pay status upon prior notice to their immediate supervisor, up to four (4) hours per month. Job Stewards will not conduct complaint or grievance work in the Agency's work areas. The Agency is not responsible for any miscellaneous expenses a grievant or Union Steward incurs in the processing of a grievance.

If the permitted activities would interfere with either the Job Steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in grievance activities without the proper notification and release by the supervisor(s) involved will be considered unauthorized leave without pay for both the Job Steward and the grieving employee. Each Job Steward shall maintain a record of dates and times spent on the functions described in this Article. The Chief Job Steward will submit a summary of the stewards' written activities reports to the Human Resources Director on a monthly basis. If a Job Steward had no activities, the monthly report will show "no activities."

Section 14.3

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

Section 14.4

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

REV: 2017

ARTICLE 15 - PERSONNEL RECORDS

Section 15.1

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

Section 15.2

No information reflecting critically upon an employee shall be placed in the employee's personnel files unless the employee is notified. Confirmation of the notification must be placed in the personnel file. Notification does not indicate agreement or disagreement from the employee.

Section 15.3

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

Section 15.4

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

Section 15.5

Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of two (2) years. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 15.6

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

REV: 2015

ARTICLE 16 - FILLING OF VACANCIES

Section 16.1

Except when recalling employees from a layoff list or using reemployment to fill a vacancy, the Agency will post any permanent job vacancy, including a permanent shift opening, that occurs in the bargaining unit which the Agency intends to fill, setting forth the job title, duties and qualifications, and salary range. Human Resources will post the vacancy notices on the warehouse bulletin board, the Agency intranet, and other appropriate places for ten (10) days. Each promotion and transfer applicant will be interviewed if he/she has passed the test qualifying him/her for the classification he/she seeks and is active on the appropriate qualifying list. If an employee is not selected, he/she may request in writing and the Agency shall respond in writing with the specific reasons why he/she was not selected.

Section 16.2

The Agency and the Union agree to the premise that all qualified applicants, regardless of race, color, religion, national origin, sex, age, sexual orientation or disability, should have an equal opportunity to compete on the basis of their knowledge, skills, and abilities. If at the conclusion of the Agency selection process, two (2) or more employees possess equal qualifications and are the highest qualified candidates for the position, the Agency will give preference to an employee's length of service with the Agency provided this consideration does not inhibit the ability of the Agency to reach an employment goal specifically outlined in the Agency's Affirmative Action Plan.

Section 16.3

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

ARTICLE 17 - LIMITED DURATION APPOINTMENTS

Section 17.1

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. Persons may also be hired as limited duration appointments, for workload purposes, when needed

to fill short-term or transitional assignments. Limited duration appointments shall not exceed two (2) years in duration.

Section 17.2

A newly hired employee filling a limited duration position, and a regular status employee who accepts a limited duration position shall each serve a trial service period in accordance with the provisions of [Article 19](#).

Section 17.3

- a. No newly hired person on a limited duration appointment shall be entitled to layoff rights.
- b. A classified Agency employee appointed from regular status to a limited duration appointment shall be entitled to layoff rights.

Section 17.4

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

- a. That the appointment is of limited duration.
- b. That the appointment may cease at any time with two (2) calendar weeks notice.
- c. That persons who accept a limited duration appointment who are not regular status classified Agency employees shall have no layoff rights.
- d. That persons who accept a limited duration appointment who are regular status classified Agency employees are entitled to layoff rights.
- e. That in all other respects, limited duration appointees have all rights and privileges of other classified employees under this Agreement including, but not limited to, wages, benefits, and Union representation.

Section 17.5

Whenever a bargaining unit employee is on approved leave or rotational assignment (military leave, educational leave, work-out-of-class assignment, job rotation, etc.), the Agency may choose to double-fill the position for the period of the employee's absence from the position through a limited duration appointment.

Article 17.6

[Article 16.1](#) will not apply to limited duration appointments.

ARTICLE 18 - INVOLUNTARY TRANSFER

Section 18.1

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

Section 18.2

Before requiring an employee to transfer, the Agency shall offer the vacancy to a qualified employee who volunteers. If two (2) or more employees volunteer and have demonstrated equal knowledge, skills, and abilities for the position, the most senior will be appointed. For purposes of this Article, seniority shall mean the total length of continuous service in the classification of the vacant position or higher classification with the Agency. Any absence of leave without pay for longer than fifteen (15) calendar days, except for illness, injury, or education leave, shall break continuous service.

Section 18.3

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

Section 18.4

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

ARTICLE 19 - TRIAL SERVICE

Section 19.1

The trial service period is an extension of the selection process and is the time immediately following appointment, as defined below. Trial service may be extended by mutual agreement between the Union and the Agency where an employee needs additional training, job skills and/or development. Trial service may be extended up to an additional six (6) months. Trial service may only be extended without mutual agreement due to a period of leave as outlined below. Written notice of the extension will be provided to the employee.

- a. Regulatory Specialists and Licensing Specialists shall serve a twelve (12)-month trial service period all other new employees appointed to a position, and those employees promoted or reemployed shall serve a trial service period of six (6) months..
- b. Except for voluntary transfers or demotions to Licensing Specialist or Regulatory Specialist positions, a regular status employee who voluntarily transfers to another position in the same class, or different class at the same or lower salary level, shall serve a trial service period of three (3) months in the new position. A regular status employee who voluntarily transfers or demotes to a Licensing Specialist or Regulatory Specialist position shall serve a trial service period of six (6) months in the position.
- c. Employees who laterally transfer within the same classification to another position with the same position description are not subject to additional trial service periods.

Section 19.2

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

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

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

Section 19.3

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

Section 19.4

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

Licensing Specialists and Regulatory Specialists' trial service period shall not be extended due to leave unless an employee has been on leave(s) for a total of thirty (30) days or more. Such leave(s) shall extend the trial service period by the number of days of the leave(s).

Section 19.5

If an employee is removed from his/her position during his/her trial service period the employee shall not have rights to appeal the Agency's decision by [Article 13 \(Grievance Procedure/Arbitration\)](#) or [Article 12 \(Discipline and Discharge\)](#).

Section 19.6. Outside Agency Promotional Trial Service

- a. A regular status employee who is removed from promotional trial service from an executive branch state agency shall have right of return to his/her former Agency. The Agency shall restore the employee to his/her former position if it is vacant. If it is not vacant the employee shall be restored to a position in his/her former classification in his/her former bargaining unit so long as the employee meets any special qualifications for the position unless charges are filed and they are terminated from employment.
- b. If an employee is reinstated into a position in his/her former classification in the bargaining unit and this requires a change in the employee's official work site, the employee will be eligible for moving reimbursement in accordance with the Employer's policy titled, 'Current or Recalled Employee Relocation' (40.055.10).
- c. This Subsection becomes effective on the first (1st) of the month following ratification of the local agreement.

- d. This Subsection applies to employees beginning their promotional trial service after the effective date of the local agreement.

REV: 2015, 2017

ARTICLE 20 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 20.1 Work Out of Classification.

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

Employees regularly working a schedule of four consecutive ten (10)-hour days who the Agency assigns in writing to perform the major distinguishing duties of a position at a higher level classification for four (4) consecutive ten (10)-hour days, will be paid work-out-of-class pay in accordance with the provisions of this subsection.

When such assignments are made to work out of classification for four (4) or five (5) consecutive work days, as applicable, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment.

When such assignment lasts longer than forty-five (45) days: the assigning manager will post the assignment notice in appropriate places for ten (10) days; the assigning manager will consider all qualified applicants and will give them the opportunity to discuss their qualifications, upon request, prior to selection; an applicant, who is not selected, may request in writing, and the assigning manager will give in writing, the reasons the applicant was not selected.

Management will maintain a list of work out of classification assignments lasting over fourteen (14) calendar days and ensure the list is updated weekly. The list shall be made available to the Union President. Management will not circumvent the work out of a classification through serial assignments of the major distinguishing duties of the higher level classification.

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

Section 20.2 Revision of Classification Series.

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

Section 20.3 Reclassification Procedure.

- a. An employee can initiate the reclassification request by sending a completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Agency Personnel Office.
- b. The Agency shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of reclassification request, the Agency shall notify the Union of its findings. If the findings indicate reclassification, the Agency shall decide to seek approval if necessary or remove the duties.

Section 20.4 Upward Reclassification.

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

Section 20.5 Downward Reclassification.

- a. When a position is reclassified to another class at the same pay level or to a class that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new class.
- b. The Agency shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so within thirty (30) days prior to the effective date.
- c. If an employee is reclassified downward and his/her rate of pay is above the maximum of the new classification, his/her rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

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

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

Section 20.6 Equal Reclassification Rate.

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

Section 20.7 Pay for Upward Reclassification.

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

Section 20.8 Pay Date of Upward Reclassification.

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

Section 20.9 Pay for Upward Reclassification Denial.

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

Section 20.10 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, 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.

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 be 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 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 Agency's grievance procedure.
REV: 2015, 2017

ARTICLE 21 - CONTRACTING OUT

Section 21.1

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 21.2

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 21.3

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 of 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 21.4

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 each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board, if continuation of coverage under the Bargaining Unit Benefits Board is allowed by law and pertinent rules of eligibility. Pursuant to [Article 22](#), 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 16, Filling of Vacancies](#), this Article shall prevail.
- c. An employee may exercise all applicable rights under [Article 22, Layoff](#).

Section 21.5

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 HRSD Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

Section 21.6

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.
SEE LOA: [Contracting Out](#)

ARTICLE 22 - LAYOFF

Section 22.1 Alternatives to Layoff.

- a. 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.
- b.
 - (1) 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.
 - (2) All discussions that take place under this Agreement shall not be subject to [Article 10 \(Complete Agreement/Past Practices\)](#) in the Oregon Liquor Control Commission/AFSCME Agreement.

Section 22.2 Protection from Layoff.

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

Section 22.2 Layoff Procedure.

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

The layoff procedure shall occur in the following manner:

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

- b. 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 unless that employee has been protected under 22.1.
- 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 not protected in Section 22.1 or who is the least senior regular status employee not protected in Section 22.1 if there are no trial service employees.

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

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

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

- (2) 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 not protected in Section 22.1, or who is the least senior regular status employee not protected under 22.1 if there are no trial service employees. To demote and displace

either a trial service or regular status employee in a lower classification, the displacing employee must first consider the most recent previously held classification, including any predecessor classification, prior to the employee's present classification 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 three (3) weeks. The agency will determine this by:
 - i. Reviewing an application/resume submitted by the employee; and
 - ii. Reviewing the employee's statement why the employee is qualified for the position; and if needed;
 - iii. Testing the employee on the duties of the position sought. The Agency will use the same test with the same answers for all eligible candidates for the specific position. Tests questions and answers shall be confidential.

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

- (e) If no option is available under subsection (2) above in the most recent previously held classification, including any predecessor classification, the employee will then consider their second most recent previously held classification, including any predecessor classification. The employee will follow the same process listed above in 22.2 c. (2) (a through d). If necessary, this process will continue for as many previously held classifications, including predecessor classifications, that the displaced worker has held while with the agency.

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

Section 22.3

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

Section 22.4

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

Section 22.5

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

Section 22.6

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

- a. One (1) point per month for each month of service with-in the bargaining unit. All part-time service shall be credited on a prorated basis. Except for military leave without pay, periods of authorized leave without pay that exceed ninety (90) days will be deducted from the computation of continuous service. Military leave without pay will be credited towards 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 22.7 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 22.8

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

Section 22.9 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.

REV: 2015

ARTICLE 23 - PAYDAY AND PAY ADVANCES

Section 23.1

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

Section 23.2

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

ARTICLE 24 - HEALTH AND SAFETY

Section 24.1

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

Section 24.2

Proper safety devices and clothing shall be provided by the Agency for all employees engaged in work where such devices are necessary to meet the requirements of Oregon Occupational Safety and Health Administration (Oregon OSHA). Such equipment, where provided, must be used.

Section 24.3

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

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

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

Section 24.4

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

Section 24.5

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

Section 24.6

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

Section 24.7

The Agency shall continue the existing Safety/Accident Review Board Committee. In the area of safety, the committee's function will be to review possible safety violations. The composition of the committee shall be no less than three (3) represented employees and three (3) management service employees, additional members may be added by mutual agreement. Employees shall be given on-duty time if the meeting is held during the employee's regular shift, if the meeting is not scheduled during the employees shift, the employee will be allowed to flex their schedule.

Section 24.8

The Agency shall provide space to permit ill or injured employees to rest until disposition of need.

Section 24.9

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

Section 24.10. Respectful Workplace

- a. The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).
- b. If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled 'Maintaining a Professional Workplace' (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency's Human Resources Office.
- c. The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this section.
- d. The Agency shall investigate the complaint and shall provide a written response to the employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency may take additional time to complete the investigation in blocks of additional thirty (30) calendar days with notice to the Union. The response will include whether the complaint was substantiated and any relevant non confidential information pertaining to the remedial steps taken, if any. Repeated behavior or conduct shall be reported to the Agency Human Resource Office.
- e. For purposes of this Section, the grievance procedure in Subsection 6 replaces the grievance procedure outlined in the local agreement.
- f.
 - (1) If the employee who filed the complaint believes that the Agency did not respond to the complaint or the complaint process was not followed, the Union, on behalf of the employee, may file a grievance directly with the Agency Head. The Agency Head or designee shall respond to the grievance within thirty (30) calendar days from the date of receipt of the grievance.
 - (2) If the employee continues to believe the Agency did not respond to the complaint or did not follow the complaint process, the Union, on behalf of the employee may, within fifteen (15) calendar days of the Agency Head or designee's response, file the grievance with the Department of Administrative Services Labor Relations Unit. The grievance will be investigated and a response provided within thirty (30) calendar days from

the date the grievance was appealed to the Department of Administrative Services.

- (3) If the Department of Administrative Services Labor Relations Unit's response did not respond to the complaint or did not address whether the complaint process was followed, the Union may, within fifteen (15) calendar days, file an arbitration request with the Department of Administrative Services and send a copy to the Employment Relations Board asking for a list of seven (7) qualified arbitrators.
 - (4) The arbitrator shall not have authority to impose any employment actions, including but not limited to discipline on any employee, supervisor or manager, transfer of any employee, supervisor or manager, reassign an employee, supervisor or manager to another work location or duties or otherwise affect staffing. In addition, the arbitrator shall not have authority to impose or establish any monetary penalties or costs, award front or back pay, issue any monetary damages for pain and suffering or stress related claims.
- g. No employee shall be subject to retaliation for reporting or filing a complaint, providing a statement or otherwise participating in the administration of the statewide policy or grievance process outlined in this section. Reports of retaliation shall be reported to the Agency Human Resources Office.

REV: 2015, 2017

ARTICLE 25 – EDUCATION, TRAINING AND CAREER DEVELOPMENT

Section 25.1

Career Development increases opportunities for employees to gain experience they need in order to reach their career goals. Any employee may apply for a career development opportunity if he/she is able to meet the qualifications of the program. Upon successful completion, he/she may compete for any open position in that classification. During the first half of the assignment, the employee shall receive no extra pay. During the last half of the assignment, the employee shall receive appropriate work-out-of-class pay. Employees may obtain a copy of the current agency career development policy at PP 845-153-020.

Section 25.2

Supervisors, in discussion with their interested employees, shall develop and update annually a written career development plan for each employee that provides for the continuous improvement of the employee's job related knowledge and skills. The career development plan will include an enumeration of career development experiences and assignments performed by the employee during the prior year.

Section 25.3

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

Section 25.4

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

Section 25.5

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

Section 25.6

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

Section 25.7

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

Section 25.8

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

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

ARTICLE 26 - WORKWEEK, WORKDAY AND WORK SCHEDULE

Section 26.1

- a. Except for employees working work schedules F and M, the workweek is defined as seven (7) consecutive calendar days beginning at 6:01 a.m. on Sunday and ending on the following Sunday at 6:00 a.m. A work day is the twenty-four (24) hour period beginning at 6:01 a.m. each day and ending the following day at 6:00 a.m.
- b. The workweek for employees working work schedule "F" shall begin at 12:01 p.m. Friday and end at 12:00 Noon the following Friday. This workweek shall remain fixed, so long as an employee continues to work a work schedule "F".

- c. The workweek for employees working work schedule “M” shall begin at 12:01 p.m. Monday and end at 12:00 Noon the following Monday. This work schedule shall remain fixed, so long as an employee continues to work a work schedule “M”.

Section 26.2

- a. Except for Regulatory Field Operations Division employees, excluding clerical employees, a regular work schedule is five (5) consecutive eight (8)-hour days and an irregular work schedule is either four (4) consecutive ten (10)-hour days or a five (5) consecutive day combination of four (4) nine (9)-hour days and one (1) four (4)-hour day . For Regulatory Field Operations Division employees a regular work schedule is five (5) eight (8)-hour days and an irregular work schedule is either four (4) ten (10)-hour days or a five (5) day combination of four (4) nine (9)-hour days and one (1) four (4)-hour day.

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

- b. For employees working work schedule “F” the work schedule is: Week one-Monday through Thursday, nine (9) hours, and Friday, eight (8) hours; Week two-Monday through Thursday, nine (9) hours, and Friday, off; Workweeks will alternate week to week, between week one and week two.

(1) WORK SCHEDULE F

Sun	Mon	Tue s	Wed	Thur s	Fri	Sat
X	9	9	9	9	4 4	X
X	9	9	9	9	Off	X
X	9	9	9	9	4 4	X
X	9	9	9	9	Off	X

- c. For employees working schedule “M” the work schedule is: Week one- Monday, eight (8) hours, Tuesday through Friday, nine (9) hours; Week two-Monday, off, Tuesday through Friday, nine (9) hours; Workweeks will alternate week to week, between week one and week two.

(1) WORK SCHEDULE M

Sun	Mon	Tue s	Wed	Thur s	Fri	Sat
X	4 4	9	9	9	9	X
X	off	9	9	9	9	X
X	4 4	9	9	9	9	X
X	off	9	9	9	9	X

Section 26.3

a. Employees on a Regular Work Schedule

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

b. Employees on an Irregular Work Schedule

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

c. Employees on work schedule "F" or "M"

Two (2) rest periods of fifteen (15) minutes shall be allowed on each workday. Rest breaks will be taken so far as practicable in the middle of each working period and considered as time worked for pay purposes.

Section 26.4

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

b. In order to promote and accommodate participation in wellness-related activities the Agency will allow employees, with their immediate supervisor's pre-approval, to take a Wellness Flex Lunch period, subject to the following terms and conditions:

(1) The Wellness Flex Lunch period is a longer than normal lunch period, of up to a maximum of ninety (90) minutes. It is intended to be used for legitimate wellness activities only, such as walking, weight loss program meetings, running, Tai Chi, or working out at a health club.

(2) Employees must make up the extra time by starting earlier and/or working later the same day the Wellness Flex Lunch is taken.

(3) Requests for Wellness Flex Lunch periods must be made in writing using the Agency form and must be pre-approved by the employee's immediate supervisor. Because the needs of the work unit may limit or preclude participation, the employee's supervisor may suspend, modify, or revoke approval at any time. Requests may also be approved on a trial basis to assess the feasibility of the proposed Wellness Flex Lunch schedule.

(4) The Wellness Flex Lunch period is the employee's own time. Neither the Employer nor the Agency will incur any liability related to Wellness Lunch period activities.

Section 26.5

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

Section 26.6

Employees currently having their schedule posted shall have their schedule posted at least ten (10) calendar days before its effective date. If an employee's new schedule conflicts with a college or trade course in which the employee enrolled prior to the posting, the Agency will allow the employee to use personal business or vacation leave, or compensatory time in order to attend class. If the employee has exhausted all available paid leave to attend class, the employee may take leave with-out pay. Accommodation to attend a college course will be granted to the end of the semester or quarter. Accommodation to attend a trade course will be granted for a period of no more than one hundred and twenty (120) days, but may be extended if necessary with Agency approval. Time off shall only be denied if the Agency determines there is an operational need to do so.

Section 26.7

- a. An employee desiring a change in work schedule may request such change to his/her supervisor. The supervisor shall approve or disapprove the request based on the bona fide operating requirements of the Agency. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to reporting pay and overtime compensation except for overtime compensation resulting from working over forty (40) hours in a workweek.
- b. An employee on a four (4) ten (10)-hour days irregular work schedule may request a schedule of four (4) ten (10)-hour workdays that are not consecutive. The supervisor will approve or deny the request based on the Agency's bona fide operating requirements. If the supervisor approves the schedule, the employee waives all rights to any applicable premium pay.

Section 26.8

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

Section 26.9

Except for schedule changes requested by the employee, if any work schedule requires that an employee work more than five (5) consecutive days totaling forty (40) hours work, the employee will be paid at the overtime rate for any hours worked in each subsequent and consecutive calendar day when scheduled to work. Paid-leave days, leave-without-pay days, regular days off and on-call time are not considered hours worked for purposes of this Section. A paid-leave day, a leave-without-pay day or a regular day off breaks the consecutive calendar workday sequence.

Section 26.10

If an employee is assigned less than ten (10) hours off between scheduled work shifts excluding overtime, the employee will receive penalty pay at time and one-half (1-1/2) for all hours worked within that required ten (10)-hour break.

Section 26.11 Travel Time.

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 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.

SEE LOA: [Warehouse Schedules and Shift Bidding](#)

ARTICLE 27 - REPORTING TIME

Section 27.1

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

Section 27.2

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

Section 27.3

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

Section 27.4

When a change in reporting time is requested by an employee and approved by the Agency, all forms of overtime compensation and reporting time pay associated with the changed schedule shall be waived, except for overtime compensation resulting from working over forty (40) hours in a workweek.

Section 27.5

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

Section 27.6 Temporary Modification of Work Schedule.

An employee may request to flex his or her work schedule within a workweek to meet an unforeseen special need or hardship. The supervisor will approve or deny the request based on the Agency's bona fide operating requirements, including the maintenance of a forty (40)-hour workweek. When the Agency approves such a temporary work schedule modification, all forms of overtime compensation, premium and reporting time pay associated with the changed schedule shall be waived, except for overtime compensation resulting from working over forty (40) hours in a workweek.

Section 27.7

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

Section 27.8

Temporary modifications to standard start times in the Distribution Center will be offered by seniority within classification.

REV: 2015

ARTICLE 28 - SCHEDULING COMPENSATORY TIME OFF

Section 28.1

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

Section 28.2

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

Section 28.3

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

Section 28.4

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

Section 28.5

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

Section 28.6

Scheduling compensatory time off for the Distribution Center employees (LDW 1, LDW 2, and LDEO).

- a. During January of each year, Distribution Center management will post a notice advising employees to turn in their time off request forms, by the last work day in February, for any requested compensatory time off that begins on any date from May 1st through April 30th of the following year.
- b. Using the leave slips received, Distribution Center management will schedule compensatory time off in agency seniority order based on the Distribution Center operational needs.

Management will approve/deny time off requests and return the requests no later than the fifth work day in March.

- c. For compensatory time off requests received after the last work day in February, the employee who first requests the time off is entitled to the time

off. Distribution Center management will respond to these requests within three (3) work days.

- d. Compensatory time off requests for Thanksgiving week and Christmas/New Year's (the Friday before the week of Christmas, the week of Christmas, the week of New Year's Day and the Monday after) will be handled differently. An employee may request time off for these Thanksgiving/Christmas/New Year's periods at any time. Distribution Center management will accumulate these requests through the second Friday in October. On the following Monday, Distribution Center management will approve/deny these requests, in agency seniority order, based on operational needs. For compensatory time off requests received after the second Friday in October, the employee who first requests the time off is entitled to the time off.

ARTICLE 29 - INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE

Section 29.1

- 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 am; 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 weeks advance notice to the affected employee(s).

- b. Where the Employer/Agency has announced a delayed opening pursuant to Section 29.1a, 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 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 29.2 FLSA Non Exempt Employees Only.

- a. Where the Employer/Agency has announced a delayed opening pursuant to Section 29.1a, 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 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.

- b. When the Department of Administrative Services/Agency chooses to close an office or facility before the start of an employee's work day, one (1) of the following options will be implemented:
- (1) The employee will work from home or alternate work location for at least one half (1/2) of their regular work day. The balance of the employee's work day will be on inclement weather leave for up to forty (40) hours a biennium, or,
 - (2) If no work is available or the employee is unable to work from home or alternate work location, the employee will use accrued vacation hours, compensatory time off, personal leave time or leave without pay for at least one half (1/2) of their regular work day. The balance of the employee's work day will be on inclement weather/hazardous conditions leave not to exceed forty (40) hours a biennium, or,
 - (3) The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change.
 - (4) Once the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more Agency closures during the biennium, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.
 - (5) Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave.
 - (6) Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.
 - (7) Inclement weather/hazardous conditions leave not used during the biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service.
 - (8) Part time employees will receive a prorated amount of inclement weather leave when applicable.

Section 29.3

When the Employer/Agency notifies employees not to report to work pursuant to Section 29.1a, prior to the beginning of the work shift FLSA 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 29.4

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 29.5 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 29.6 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 29.7 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 29.8 Make-up Time Provisions.

Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Sections 29.2 and 29.6 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 29.9

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.

REV: 2017

ARTICLE 30 - HOLIDAYS

Section 30.1

The following compensable holidays shall be recognized:

- a. New Year's Day on January 1;
- b. Martin Luther King, Jr's Birthday on the third Monday in January;
- c. Presidents' Day on the third Monday in February;
- d. Memorial Day on the last Monday in May;
- e. Independence Day on July 4;
- f. Labor Day on the first Monday in September;
- g. Veterans Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. The Friday after Thanksgiving;
- j. Christmas Day on December 25;
- k. Every day appointed by the Governor of the State of Oregon as a holiday and every day 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 specified in this Section falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in this Section falls on a Sunday, the following Monday shall be recognized as the holiday.

Section 30.2

When a holiday occurs on what would normally be the first or last workday of the pay period, employees who are hired on the first workday or who separate on the last workday shall receive pay for the holiday. Full-time employees on a pre-approved leave without pay status the day before or the day after a holiday shall be compensated at the straight time rate on a pro rata basis for each recognized holiday during a month in which the employee works thirty-two (32) hours or more. This holiday compensation is called holiday pay. Full-time employees shall receive eight (8) hours of holiday pay, provided they are in paid status the last workday before the holiday and the first (1st) workday after the holiday. Recognized holidays which occur during vacation or sick leave will be charged as a holiday rather than vacation or sick leave.

Section 30.3

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

Section 30.4 Special Day ("Governor's Leave").

In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees shall receive a prorated share of eight (8) hours of paid leave. Paid leave granted in this Section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year's Day. Employees who become employed after Thanksgiving but before Christmas may request the 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 (excluding Distribution Center) chooses not to take one of the aforementioned days, another day may be mutually agreed upon, provided that such time is taken off by January 31 of the following year. Distribution Center employees, by mutual agreement, may take this day off any time before March 31 of the following year.

Section 30.5

- a. Employees shall normally be notified of holiday work schedules at least ten (10) work days in advance except in situations over which the Agency has no control.
- b. Except for Field offices which are staffed by one (1) Liquor Regulatory Specialist, employees shall be given the opportunity to request to work or not to work on a holiday. Such requests shall be granted on the basis of seniority in keeping with the operating needs of the Agency.

- c. Field offices which are staffed by one (1) Liquor Regulatory Specialist shall be required to work the holiday if the Agency determines work is necessary.
- d. Except for sub (c) above, should no employee request to work on a holiday, the Agency shall assign the work to the employee with the least seniority with the Agency in the field office from those regularly scheduled to work who are qualified to perform the particular tasks.

Section 30.6

- a. When an employee has been approved to work a four (4) day, ten (10)-hour work schedule or other irregular schedule, and a holiday falls within that week, the work schedule may be changed to meet the operating requirements of the Agency. Employees who were scheduled to work that day but receive a holiday instead will receive eight (8) hours holiday pay. They will also have two (2) hours deducted from their accumulated compensatory or vacation accrual balance or may flex up to two (2) hours within the same workweek, with supervisor approval. The agency will deduct two (2) hours leave without pay if the employee has no compensatory or vacation accrual balance or has not flexed his or her schedule. With supervisor approval, employees may request to change their schedule to a five (5) day, eight (8) hour work schedule on week that a holiday occurs or may flex to make up the hours.
- b. An employee on a work schedule "F" or "M" and his or her supervisor will mutually agree to adjust his or her work schedule within the defined workweek period during a workweek when a compensable holiday occurs. The reason for the adjustment is to ensure a record of not to exceed forty (40) hours of paid time that includes the appropriate number of holiday hours. If needed, the employee may use accrued leave or compensatory time, or the employee may request adjustment of his or her work schedule to account for a full forty (40) hours in the workweek. Such adjustment shall be considered additional straight time worked rather than daily overtime hours. When the compensable holiday, or portion thereof, falls on the employee's scheduled day off, the employee and supervisor will mutually agree on an alternative and commensurate time off within the workweek period.

Section 30.7

Full time employees who have recognized holidays falling on their scheduled days off will have their choice of eight (8) hours of holiday pay or eight (8) hours of compensatory time off for these holidays. Effective 7/1/2012, holiday pay received under this section will not count as time worked for purposes of calculating overtime. Part-time employees shall receive their choice of holiday pay or compensatory time off on a prorated basis based on the same percentage of the month as their normal work schedule.

Section 30.8 For Distribution Center Only:

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

REV: 2015, 2017

ARTICLE 31 - VACATION LEAVE

Section 31.1

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

After six (6) months through fifth (5 th) year	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month)
After fifth (5 th) year through tenth (10 th) year	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month)
After tenth (10 th) year through fifteenth (15 th) year	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)
After fifteenth (15 th) year through twentieth (20 th) year	Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month)
After twentieth (20 th) year through twenty-fifth (25 th) year	Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month)
After twenty-fifth (25 th) year	Twenty-seven (27) work days for each twelve (12) full calendar months of service (eighteen (18) hours per month)

A full-time employee working less than a full calendar month shall accrue vacation leave on a pro rata basis, provided that the employee is compensated for thirty-two (32) hours or more in that month.

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

Section 31.2 Vacation Leave for Part-Time Employees.

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

First (1 st) month through sixtieth (60 th)	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month)
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Sixty-first (61 st) month through one-hundred twentieth (120 th) month	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month)
One-hundred-twenty-first (121 st) month through one-hundred-eightieth (180 th) month	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)
One-hundred-eighty-first (181 st) month through two-hundred-fortieth (240 th) month	Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month)
After two-hundred-fortieth (240 th) month through three-hundredth (300 th) month	Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month)
After three-hundredth (300 th) month	Twenty-seven (27) work days for each twelve (12) full calendar months of service (eighteen (18) hours per month)

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

Section 31.3 Vacation Leave for Seasonal Employees.

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

After a total of six (6) months (a minimum of one-thousand-forty (1040) hours) through fifth (5 th) annual season	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month)
After fifth (5 th) annual season through tenth (10 th) annual season	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month)
After tenth (10 th) annual season through fifteenth (15 th) annual season	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)
After fifteenth (15 th) annual season through twentieth (20 th) annual season	Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month)

After twentieth (20 th) annual season through twenty-fifth (25 th) annual season	Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month)
After twenty-fifth (25 th) annual season	Twenty-seven (27) work days for each twelve (12) full calendar months of service (eighteen (18) hours per month)

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

Section 31.4 Eligibility for Vacation Credits.

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

Section 31.5 Restoration of Vacation Leave Credits.

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

Section 31.6 Termination Vacation Pay.

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

Section 31.7 Scheduling of Vacations.

- a. Vacations shall be scheduled at a time mutually acceptable to the Agency and the employee and consistent with the work requirements of the Agency. If a manager would limit the number of employees who may have vacation during the same period, the Agency will use the following procedure to determine which request is granted vacation:
 - (1) When the requested vacation period is thirty (30) days or less in the future, the employee who first requested vacation is entitled to the vacation period.
 - (2) When the requested vacation period is more than thirty (30) days in the future, the employee's manager will post the vacation request. The more senior employee is entitled to the vacation period if the employee notifies his/her manager in writing within fourteen (14) days of the posting.

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

- b. An employee who seeks to change his/her previously designated vacation time may request such a change subject to the Agency's operating requirements, except that this choice shall not require any other employee to change his/her vacation schedule. The scheduling of vacation leave shall take precedence over the scheduling of compensatory time off.
- c. Vacation requests shall be responded to within three (3) work days unless the procedure in 31.7a (2) is followed.
- d. Scheduling vacation leave for Distribution Center employees (LDW 1, LDW 2, and LDEO).
 - (1) During January of each year, Distribution Center management will post a notice advising employees to turn in their leave request forms, by the last work day in February, for any requested vacation leave that begins on any date from May 1st through April 30th of the following year.
 - (2) Using the leave slips received, Distribution Center management will schedule vacation leave in agency seniority order based on the Distribution Center operational needs. Management will approve/deny vacation leave requests and return the requests no later than the fifth work day in March.
 - (3) For vacation leave requests received after the last work day in February, the employee who first requests the leave is entitled to it. Distribution Center management will respond to these requests within three (3) work days.

Section 31.8 Vacation Accrual.

An employee shall be allowed to accumulate a maximum of three hundred fifty (350) hours of vacation leave; however, in the event of layoff, resignation, retirement or termination, any unused vacation up to three hundred (300) hours will be paid to the employee. 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 three hundred (300) 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 three hundred (300) hours.

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.

Section 31.9

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

- b. Payment for Work During a Scheduled Vacation. If the Agency requests that an employee return to work during a scheduled vacation, the employee will be compensated a minimum of three (3) hours at the time and one-half (1-1/2) rate or the actual hours worked at time and one-half (1-1/2), whichever is greater. The Agency will make this payment only for work done during the employee's scheduled vacation.

Section 31.10

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

Section 31.11

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

REV: 2015, 2017

ARTICLE 32 - SICK LEAVE

Section 32.1 Accrual Rate of Sick Leave With Pay Credits.

Employees shall accrue eight (8) hours of sick leave with pay credits for each full month of compensable time. Employees who have Compensable time of less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a pro rata basis.

Section 32.2 Eligibility for Sick Leave With Pay.

Employees shall be eligible for sick leave with pay immediately upon accrual.

Section 32.3 Determination of Service for Sick Leave With Pay.

All compensable time shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee has at least thirty-two (32) hours or more of compensable time in that month.

Section 32.4 Utilization of Sick Leave With Pay.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, foster children, brother, sister, grandchildren, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care.

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

the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.

Section 32.5 Sick Leave With Pay on Termination.

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

Section 32.6 Restoration of Sick Leave Credits.

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

Section 32.7 Sick Leave Without Pay.

After earned sick leave has been exhausted and the employee has the opportunity in writing to exercise the option of using accumulative time as outlined in [Article 43.3](#), the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of that position. No compensatory time, vacation time or other accumulated time shall be deducted from the employee's time unless directed by the employee in writing. If such direction is not given by the employee, leave without pay shall be granted.

After earned sick leave has been exhausted, the Agency may, at their discretion, grant sick leave without pay for up to ninety (90) calendar days, for any non-job-incurred injury or illness with a prolonged recovery period. The Agency may grant additional sick leave without pay. Employees must use all accrued leave in conjunction with OFLA and FMLA leave except for a total of eighty (80) hours of accrued vacation and/or compensatory time off.

The Agency may require that the employee submit a certificate from the attending physician or practitioner in verification of disability. Any cost associated with the supplying of a certificate concerning a job-incurred injury or illness that is not covered by Worker's Compensation benefits shall be borne by the Agency. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated. Employees may use donated leave for leave granted under this section.

Section 32.8

a. Donated Leave. As used in this Article:

- (1) "Accumulated Leave" includes but is not limited to sick, vacation, and compensatory leave.
- (2) "Costs" include employee wages, insurance premiums, and employee and employer payroll taxes.

- (3) "Prolonged Illness or Injury" means inability to work because of an illness or injury that the treating physician certifies in writing will continue for at least thirty (30) consecutive calendar days.
- b. An employee may make donations of accrued vacation leave and/or compensatory time, in two (2) hour increments, to a regular status employee who has exhausted all accumulated leave and who is not enrolled in or eligible to receive short term or long term disability benefits, while recuperating or recovering from a prolonged illness or injury pursuant to the following terms and conditions:
 - (1) Utilization of such donations shall not exceed the hours necessary to cover the qualifying absence;
 - (2) Donations shall be credited at the donor's current regular hourly rate of pay.
 - (3) The donor and recipient will hold the Employer harmless for any tax liabilities;
 - (4) Donated leave will not be applied to previous pay periods;
 - (5) Applicants for hardship leave shall apply in writing to the Agency with a copy to the Union. A treating physician's written statement certifying that the prolonged illness or injury involved will continue for at least thirty (30) consecutive calendar days must be submitted to the Agency.
 - c. Employees who are eligible for short term disability, but do not have leave to cover the one (1) week waiting period, will be eligible to receive donated leave.
 - d. Donated leave may be used on an intermittent basis for the same event after the employee has satisfied the eligibility requirements to receive donated leave, including exhaustion of all accumulated leave. Approval shall be subject to availability of donations from employees to cover all hardship leave costs. Upon confirmation from the Agency that the employee has satisfied the eligibility requirements, the Union shall initiate and collect donations on a form(s) the Agency provides. The Union will give the completed forms to the Agency in the same month the hardship leave begins.
 - e. The Agency shall administer donations.
 - f. Use of donated leave is subject to and must be consistent with the provisions of Section 32.4 of this Article.
 - g. Employee's on Workers' Compensation shall not be eligible for hardship leave.
 - h. 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.
 - i. In no event shall the use of donated leave extend beyond the length of leave available to employees under this Article.

- j. The terms of this Article shall be strictly enforced.

Section 32.9

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

REV: 2017

ARTICLE 33 - OTHER LEAVES

Section 33.1 Personal Leave.

After six (6) full calendar months of Agency service, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. When it is anticipated that a part-time or seasonal employee will complete at least 1,040 hours during the forthcoming fiscal year, he/she shall be granted such leave with the twenty-four (24) hours prorated according to the forecasted number of hours to be worked during the forthcoming fiscal year. Employees shall not accumulate more than twenty-four (24) hours personal leave nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Agency and the employee.

Section 33.2 Pre-Retirement Counseling Leave.

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

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

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

Section 33.3 Other Leaves of Absence With Pay.

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

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

- d. Any time proclaimed by the Governor as leave of absence with pay.
- e. Other authorized duties in connection with Agency business.

Section 33.4 Military Training Leave With Pay.

An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any training year. If the training time for which the employee is called to active duty is longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training.

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

Section 33.5 Military Leave Without Pay.

An employee in the State service shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. However, reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks. He/she shall, upon discharge from such service, be returned to a position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class.

Section 33.6 Court Appearance Leave Without Pay.

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

Section 33.7 Leave of Absence Without Pay.

In the instances where the work of an Agency will not be seriously handicapped by the temporary absence of an employee, the employee may be granted leave of absence without pay or educational leave without pay not to exceed one (1) year. Time spent on leave without pay which exceeds fifteen (15) consecutive days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time

has been spent on military leave consistent with Veteran Reemployment Rights Law Title 38, USC, Chapter 43.

Section 33.8 Parental Leave.

The Agency will grant a leave of absence up to twelve (12) weeks to an eligible parent in the event of a birth or adoption. Subject to Agency operating requirements and management discretion, parental leave may be granted on an intermittent basis. An employee may request and the Agency may grant additional leave without pay. During parental leave, the employee may use vacation, compensatory time off or, consistent with state and federal regulations, sick leave, in any combination for the parental leave period. If permitted by an applicable short term disability policy, an employee with a short term disability claim for a parental leave related event may retain up to forty (40) hours of sick leave and be eligible to request leave without pay for the remainder of the parental leave period.

Section 33.9 Test and Interview Leave.

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

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

Section 33.10 Bereavement Leave.

Notwithstanding the Donated Leave or Sick Leave eligibility criteria of this collective bargaining agreement, 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 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.

Requirements outlined in [Article 32.8](#) related to "prolonged injury or illness" and "physician's note" do not apply for qualifying for donated leave under this section.

REV: 2015

ARTICLE 34 - POSITION DESCRIPTIONS

Section 34.1

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

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

ARTICLE 35 - SALARY ADMINISTRATION

Section 35.1 Merit Salary Increase.

Employees shall be eligible for a merit salary increase on their merit increase date following:

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

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

Section 35.2 Salary on Demotion.

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

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

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

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

Section 35.3 Salary on Promotion.

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

Section 35.4 Salary on Lateral Transfer.

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

Section 35.5 Effect of Break in Service.

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

Section 35.6 Rate of Pay on Appointment from Layoff List.

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

Section 35.7 Rate of Pay on Return to Agency Service by Reemployment.

When a former employee returns to the Agency within two (2) years, by reemployment, to a position in the same classification or successor classification in which he or she was previously employed, the employee shall be paid at the same salary range or successor salary range and step at which the employee was being paid at the time of separation.

ARTICLE 36 - OVERTIME

Section 36.1

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

Section 36.2

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

- a. Employees on a regular work schedule shall receive overtime for all authorized work in excess of eight (8) hours on any scheduled eight (8)-hour workday or in excess of forty (40) hours in any one (1) workweek.
- b. Full-time employees on an approved irregular work schedule of four (4) ten (10)-hour days shall receive overtime for all authorized work in excess of ten (10) hours each day or in excess of the forty (40) hours in any one (1) workweek.
- c. Full-time employees on an approved irregular work schedule of a five (5)-day combination of four (4) nine (9)-hour days and one (1) four (4)-hour day will receive overtime for all authorized work in excess of nine (9) hours each day or in excess of the forty (40) hours in any one (1) workweek.

- d. Full-time employees on an approved flexible work schedule shall receive overtime for all authorized work in excess of the agreed upon hours for each scheduled workday or in excess of forty (40) hours in any one (1) workweek.
- e. Full-time employees on a work schedule "F" or "M" shall receive overtime for all authorized work in excess of nine (9) hours for each scheduled nine (9)-hour workday; for all authorized work in excess of eight (8) hours for each scheduled eight (8) hours for each scheduled eight (8) hour workday; and all authorized work in excess of forty (40) hours in any one (1) workweek.
- f. Part-time employees, working a regular schedule, scheduled for less than eight (8) hours in a day or forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per week. Part-time employees, working an approved irregular schedule, scheduled for less than ten (10) or nine (9) hours in a day, depending on the irregular work schedule, or forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed ten (10) or nine (9) hours per day respectively or forty (40) hours per week.

Section 36.3

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

Section 36.4 Eligibility for Overtime Compensation

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

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

Section 36.5

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

weekends, the Agency will first offer overtime on a voluntary basis, in Agency seniority order, to qualified employees within the actual classification needed.

If there are insufficient volunteers to meet staffing requirements after using the process above, the Agency will first assign qualified employees to work overtime beginning with the least senior employee within the classification. If staffing needs further require, the Agency will assign overtime to qualified employees, beginning with the least senior employee in the classification needed to do the work.

For purposes of overtime assignment, anyone in a work out of class status shall be considered for overtime based on their actual classification.

- c. All employees volunteering or mandated to work overtime with less than ten (10) hours notice shall be allowed to make a brief phone call home on an Agency phone.

Section 36.6

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

Section 36.7

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

Section 36.8

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

Section 36.9

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

ARTICLE 37 - SHIFT DIFFERENTIAL

Section 37.1

The Agency will pay a shift differential to an employee whose scheduled shift includes work during the hours specified below.

- a. For all hours worked or a major portion thereof (thirty (30) minutes or more) between six (6) p.m. and six (6) a.m., a differential of one dollar (\$1.00) will be paid.

- b. One dollar (\$1.00) per hour for each hour or major portion thereof (thirty (30) minutes or more) worked on a Saturday and/or Sunday;

Section 37.2

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

Section 37.3

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

Section 37.4

Shift Differential rate of pay shall not be pyramided.

REV: 2015

ARTICLE 38 - LANGUAGE DIFFERENTIAL

When formally assigned in the employee's position description, an employee assigned to interpret to or from another language to English will receive a differential of five percent (5%) of base pay.

ARTICLE 39 - ON CALL

Section 39.1

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

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

Section 39.2

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

Section 39.3

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

Section 39.4

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

ARTICLE 40 - CALL BACK COMPENSATION

Section 40.1

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

Section 40.2

An employee who is called back to work outside his/her scheduled work shift shall be compensated a minimum of three (3) hours at the time and one-half (1-1/2) rate or the actual hours worked at time and one-half (1-1/2) whichever is greater.

Section 40.3

- a. An employee who responds to a telephone call from a manager while off duty, outside his/her scheduled work shift, will be compensated at the appropriate rate of pay for actual time spent on the call and/or performing assigned duties at his/her home pursuant to the call. Regardless of actual time spent by the employee, he/she will receive compensation for a minimum of fifteen (15) minutes.
- b. The employee will not receive additional compensation if the employee receives multiple telephone calls during the same fifteen (15) minute period.
- c. This section does not apply to overtime work which is essentially a continuation of the scheduled work shift.
- d. This section does not apply to employees who are on on-call duty.

ARTICLE 41 - EMERGENCY MESSAGE PROCEDURE

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

ARTICLE 42 - HEALTH AND WELFARE

Section 42.1

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

Section 42.2.

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 full percent.

Section 42.3. Plan Years 2017 through 2019

For Plan Years 2017 through 2019 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 42.4.

If the Collective Bargaining Agreement provides for a COLA with an effective date in the second (2nd) year of a biennium and the difference in the projected increase in the PEBB composite rate for the following calendar year falls below three point four percent (3.4%), then the COLA will be moved up by one (1) full month for each month it is sufficiently funded by the savings.

REV: 2015, 2017

ARTICLE 43 - WORKERS COMPENSATION

Section 43.1

An employee who sustained a compensable injury shall be reinstated to his/her former employment or employment of the employee's choice within the Agency, which the Agency has determined is available and suitable, upon demand for such reinstatement, provided that the employee is not disabled from the performing of the duties of such employment. An employee who has an accepted workers compensation claim shall return to work without loss of seniority which has accrued during the absence.

Section 43.2

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

Section 43.3

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

ARTICLE 44 - UNIFORMS

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

ARTICLE 45 - TRAVEL AND MILEAGE ALLOWANCE

Section 45.1 Travel and Mileage Allowance.

Reimbursements and procedures will be in accordance with Oregon Accounting Manual,

Policy No. 40.10.00 PO, and its successors. The current policy may be accessed at <http://www.oregon.gov/DAS/CFO/SARS/policies/oam/40.10.00.pdf>. Changes in this policy will be automatically incorporated into this contract article.

Section 45.2 Moving Expenses.

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

ARTICLE 46 - LABOR MANAGEMENT COMMITTEE

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

Committee members will be in pay status during the time spent in committee meetings. Approved time spent in meetings will not be charged to accrued leave or considered overtime worked. All committee members will be trained in the interest based problem-solving method. The Union will pay any costs of the training for bargaining unit employees who will be in pay status during the training.

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

The committee actions do not affect the grievance and arbitration procedure described in [Article 13 \(Grievance Procedure\)](#).

ARTICLE 47 - PARKING

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

ARTICLE 48 - SALARIES

Section 48.1 PERS and PERS Pickup

Current language on PERS and PERS pickup shall continue through January 31, 2019.

Section 48.2 Public Employees Retirement System ("PERS") Members.

For purposes of this Section 48.3, "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 with respect to the PERS Litigation.

Section 48.3 Oregon Public Service Retirement Plan Pension Program Members.

For purposes of this Section 48.4, “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 733, 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 48.4 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 48.4 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 48.4 or under Section 48.5, 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%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the 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).

Section 48.5 PERS Pickup

Effective February 1, 2019 compensation plan salary rates for PERS participating members shall be increased by six and ninety five one hundredths percent (6.95%). At that time bargaining unit employees will begin to make their own six percent (6%) contributions to their PERS account or the Individual Account Program as applicable.

Employees' contributions shall be treated as 'pretax' contributions pursuant to Internal Revenue Code Section 414(h)(2).

Section 48.6 Cost of Living Adjustment

Effective June 15, 2018 all pay rates shall be increased by one percent (1%).

Section 48.7 Wage Floor Adjustment

Effective February 1, 2019, the Employer shall establish a minimum monthly wage of two thousand six hundred (\$2,600) dollars per month. Any salary step that is below this minimum wage shall be removed from the compensation plans. The two thousand six hundred (\$2,600) dollar wage floor shall be determined within the range option 'P' compensation plan. Employees whose current rate is below the first (1st) step of the new range shall be moved to the first (1st) step of the truncated range. Employees will maintain their current salary eligibility date.

The Wage floor adjustment shall be implemented after the PERS swap is implemented.

Section 48.8 Selective Salary Adjustment

CLASS # CLASSIFICATION SR SALARY RATES

C0103	Office Specialist 1	12C	\$2261-2346-2530-2621-2722-2837-2958-3085
C0104	Office Specialist 2	15C	\$2530-2621-2722-2837-2958-3085-3224-3379-3543
C0108	Administrative Sp. 2	20	\$3020-3150-3298-3459-3625-3791-3972-4174-4373

Effective March 1, 2018 or the first (1st) of the month following ratification of the local agreement, whichever is later, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first (1st) step in the new range shall be moved to the first (1st) step in the new range and a new salary eligibility date what would be twelve (12) months from the effective date of the selective adjustment will be assigned. For an employee whose rate is within the new salary range but not at a corresponding step, his/her salary shall be adjusted to the next higher rate closest to his/her current salary rate.

Section 48.9 Compensation Plan Adjustments.

Effective August 1, 2017 or upon the first (1st) of the month of the month following ratification of the local agreement, whichever is later, the following classifications shall be adjusted as indicated below:

CLASS #	CLASSIFICATION TITLE	SALARY RANGE	
		CURRENT	NEW
C3251	Facilities Engineer 1	25	26
C3252	Facilities Engineer 2	27	29
C3253	Facilities Engineer 3	29	33

Effective August 1, 2017 or upon the first (1st) of the month following ratification of the local agreement, whichever is later, all employees will retain their current salary rate in the new range except that employees whose current rate is below the first (1st) step in the new range shall be moved to the first (1st) step in the new range and a new salary eligibility date of twelve (12) calendar months from the above effective date shall be assigned. For an employee whose rate is within the new salary range, but not at a corresponding salary step, his/her current salary rate shall be adjusted to the next higher rate closest to his/her current salary, starting upon the above effective date.

Section 48.10 New/Revised Classifications

A. Effective August 1, 2017 or upon the first (1st) of the month following ratification of the local agreement, whichever is later, the following new and revised classifications will be established, adjusted, or maintained at the salary ranges below:

CLASS #	CLASSIFICATION TITLE	SALARY RANGE	
		CURRENT	NEW
C5732	Licensing Specialist	23	25
C5733	Regulatory Specialist	25	27

Effective August 1, 2017 or upon the first (1st) of the month following ratification of the local agreement, whichever is later, all employees will retain their current salary rate in the new classification except that employees whose current rate is below the first (1st) step of the new range shall be moved to the first (1st) step in the new range and a new salary eligibility date of twelve (12) calendar months from the above effective date will be assigned. For an employee whose rate is within the new salary range, but not at a corresponding salary step, his/her salary shall be adjusted to the next higher rate closest to his/her current salary starting on the above effective date.

¹ Change in classification title from Physical/Electronic Security Tech 2

² Change in classification title from Physical/Electronic Security Tech 3

* No change proposed

B. Delete the following classifications from the compensation plan:

CLASS#	CLASSIFICATION TITLE
C5723	Liquor Regulatory Specialist, AFSCME at OLCC (AL)

Section 48.11 Administrative Classification Study.

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

SEE LOA: [Part Time Medical Insurance Computation and Subsidy](#), [PMAC](#), [PMAC Insurance Education](#).

REV: 2015, 2017

ARTICLE 49 - NEW AND REVISED CLASSES

Section 49.1 New/Revised Classes.

Effective October 1, 2007, new and revised classifications will be established at the negotiated salary range:

0759	Supply Specialist 2	SR 20
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Implementation Procedure for New and Revised Classifications. Effective October 1, 2007, all employees will retain their current salary rate in the new classification except that those employees whose current rates are below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date of October 1, 2008 will be assigned. Employees who are reallocated to a lower salary range classification and whose current salary exceeds that of the new salary

range shall be red circled until the new classification catches up with the employee's existing salary.

Section 49.2 Implementation of New Class - Appeals Process.

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

- a. An appeal may be filed by an individual employee or a Steward or a Council Representative on behalf of the employee, to the Agency personnel office within 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 50 - STRIKES, LOCKOUTS AND PICKET LINES

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

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

ARTICLE 51 - LEGISLATIVE ACTION

Section 51.1

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

Section 51.2

Upon signing this Agreement, both parties shall promptly submit, and jointly recommend, to the Legislative Assembly or to the Emergency Board, the passage of the funding necessary to implement this Agreement.

Section 51.3

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

ARTICLE 52 - SAVINGS

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion or portions shall become null and void and the balance of the Agreement remain in effect. The Employer and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time, the provision of [Article 51 \(Legislative Action\)](#) shall not apply.

ARTICLE 53 - SUCCESSOR NEGOTIATIONS

Section 53.1

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

Section 53.2

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

Section 53.3

Six (6) employee members of the Union's negotiating team will be allowed to participate, without loss of pay, in all negotiations between the parties. No more than two (2) employee members may be from the same office or duty station. The Agency shall assume no overtime obligation as a result of the employees' attendance at such meetings. The Agency will allow the use of one (1) State vehicle and thirty (30) hours of paid travel time for Union negotiating team members.

REV: 2017

ARTICLE 54 - AGENCY REASSIGNMENT

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

ARTICLE 55 - CLIENT COMPLAINT PROCEDURE

Section 55.1

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

Section 55.2

When the Agency receives a non-criminal complaint against an employee which concerns a violation of rules, policies or procedures, an investigation may be made. The employee shall be informed in writing of a complaint prior to a formal investigation. This written notification shall include the details of the allegation if such detailed notice does not jeopardize the investigation, as determined by the Agency. The Agency shall give written notification to the employee of the results of any investigation.

Section 55.3

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

Section 55.4

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

Section 55.5

Internal Employee Conflicts-The Agency shall provide training on the application of the "appropriate workplace behavior policy", emphasizing interpersonal communications, as related specifically to the complaint procedure described herein. This training shall be provided to both management and employees.

ARTICLE 56 - JOB SHARING

Section 56.1

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

Section 56.2

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

Section 56.3

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

Section 56.4

For purposes of layoff, individuals filling a job-share position which totals a full-time equivalent shall be considered as one (1) full-time equivalent. Service credits shall be determined by averaging the two (2) individual scores and two (2) individuals shall be treated as one (1). Regular status employees who are filling a job-sharing position and who elect not to be treated as one (1) full-time equivalent shall be considered permanent part-time employees.

Section 56.5

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

REV: 2015, 2017

ARTICLE 58 - REIMBURSEMENT FOR PERSONAL PROPERTY

Section 58.1

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

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

Section 58.2

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

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

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

Section 58.3

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

Section 58.4

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

ARTICLE 59 - STATE PROPERTY

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

ARTICLE 60 - VEHICLES

Section 60.1

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

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

Section 60.2

Employees will not be required to use personal vehicles for travel between the warehouse and the Milport facility.

REV: 2015

ARTICLE 61 - RECOUPMENT OF WAGE/BENEFIT OVER/UNDERPAYMENTS

Section 61.1

Overpayments

- a. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:
 - (1) The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

- (2) Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.
 - (3) If there is no mutual agreement at the end of the thirty (30)-calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.
 - (4) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump-sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.
- b. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.
 - c. The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 61.2
Underpayments.

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

ARTICLE 62 - TERM OF AGREEMENT

Unless otherwise noted in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2019. 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.

REV: 2015, 2017

ARTICLE 63 – 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 64 – PERFORMANCE APPRAISAL

Section 64.1

Employee performance appraisals will be provided by the employee's immediate excluded supervisor. The supervisor will discuss the performance appraisal with the employee. The employee may provide his or her comments to be attached to the performance appraisal. The employee will sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy will be provided to the employee at this time.

Section 64.2

Performance appraisals are neither grievable nor arbitrable under this Agreement. Performance appraisals shall not be used for purposes of disciplinary action.

Section 64.3

Managers shall provide performance appraisals to employees at the completion of the trial service period and at least annually thereafter. Managers will also strive to provide timely feedback to employees regarding their performance rather than relying solely on annual reviews for such feedback.

ARTICLE 65 – TRAINING DIFFERENTIAL

Section 65.1

Training differential is a differential for employees who meet all of the following criteria:

- a. They have been formally assigned "training" by their supervisor in writing;
- b. The assignment is for forty (40) consecutive work hours or longer, work hours will be determined based on the employees regular work schedule;
- c. The training duties are a substantial part of the employee's overall duties; and
- d. Training duties are not included in the employee's class specification.

Section 65.2

Training is where, on a recurring daily basis, the employee has been assigned to perform substantially all of the following functions: to give direction to workers concerning their assigned tasks and work procedures; to transmit standards of performance to workers; to

review work of employees for conformance to standards; and to provide informal worker performance assessments to the employee and the supervisor.

Section 65.3

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

Section 65.4

If an employee is receiving one or more differentials (including work-out-of-class pay), in addition to training differential, each of the differentials will be calculated on base salary so that no “pyramiding” occurs (i.e., if an employee is receiving training differential and out-of-class pay for duties other than training, the two differentials would be calculated separately on base salary, and then added to the base pay). Likewise, in an overtime or holiday pay situation, training differential will be calculated on base salary rather than at the time and one-half rate. Training differential shall, however, be included in the calculation of the regular rate of pay for overtime purposes.

Section 65.5

Training differential shall not be paid for developmental assignments under [Article 25.8](#).

Section 65.6

If an employee believes that he/she is performing duties that meet the criteria in Section 2 but the duties have not been formally assigned in writing, the employee has recourse through the grievance process as outlined in [Article 13 \(Grievance Procedure\)](#).

REV: 2017

ARTICLE 66 – LEADWORK DIFFERENTIAL

Section 66.1

Leadwork differential is a differential for employees who meet all of the following criteria:

- a. They have been formally assigned “leadwork” by their supervisor in writing;
- b. For employees on a schedule of five (5) consecutive work days, the assignment is for five (5) consecutive work days or longer;
- c. For employees regularly working a schedule of four (4) consecutive ten (10)-hour days, the assignment is for four (4) consecutive work days or longer; and
- d. Neither leadwork nor team leader duties are included in the employees’ class specification.

Section 66.2

Leadwork is where, on a recurring daily basis, the employee has been assigned to perform substantially all of the following functions: to orient new employees, if appropriate; to assign and reassign tasks to accomplish prescribed work; to give direction to workers concerning their assigned tasks and work procedures; to transmit standards of performance to workers; to review work of employees for conformance to standards; and to provide informal worker performance assessments to the supervisor.

Section 66.3

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

Section 66.4

If an employee is receiving one or more differentials (including work-out-of-class pay), in addition to leadwork differential, each of the differentials will be calculated on base salary so that no “pyramiding” occurs (i.e., if an employee is receiving leadwork differential and out-of-class pay for duties other than leadwork, the two differentials would be calculated separately on base salary, and then added to the base pay). Likewise, in an overtime or holiday pay situation, leadwork will be calculated on base salary rather than at the time and one-half rate. Leadwork differential shall, however, be included in the calculation of the regular rate of pay for overtime purposes.

Section 66.5

Leadwork differential shall not be paid for voluntary training and/or developmental assignments.

Section 66.6

If an employee believes that he/she is performing duties that meet the criteria in Section 2 but the duties have not been formally assigned in writing, the employee has recourse through the grievance process as outlined in [Article 13 \(Grievance Procedure\)](#).

Section 66.7

Leadwork assignments in excess of sixty (60) days will be posted for ten (10) work days to allow employees the opportunity to indicate their interest, in writing, in the leadwork assignment. At the end of the posting period management has the sole discretion to assign the leadwork. Leadwork assignments will be re-posted annually for ten (10) work days to allow all interested employees, including the incumbent leadworker, the opportunity to indicate their interest, in writing, in the leadwork assignment. At the end of the posting period management has the sole discretion to assign the leadwork.

ARTICLE 67 – COMMERCIAL DRIVER’S LICENSE (CDL) DIFFERENTIAL

Section 67.1

The Agency has discretion to determine which positions require a CDL. Employees required to hold a Commercial Driver’s License (CDL) as part of their employment will receive a five percent (5%) CDL differential.

Section 67.2

An employee who is assigned to perform the major duties of a position that requires a CDL for one (1) or more days will receive the five percent (5%) CDL differential for the duration of the assignment when:

- a. Employee possesses a current valid CDL, and
- b. Employee is part of the OLCC CDL Pool.

Employees possessing a CDL whose position description does not require a CDL may elect, but will not be required, to participate in the CDL Pool, subject to management approval.

Section 67.3

If an employee is receiving one (1) or more differentials (including work-out-of-class pay) in addition to the CDL differential, each of the differentials will be calculated on base salary so that no “pyramiding” occurs (i.e., if an employee is receiving a CDL differential and out-of-class pay for duties other than CDL, the two differentials would be calculated separately on base salary, and then added to the base pay). Likewise, in an overtime or holiday pay situation, CDL will be calculated on base salary rather than at the time and one-half rate. CDL differential shall, however, be included in the calculation of the regular rate of pay for overtime purposes.

Section 67.4

The Agency will pay the cost of internal training for the CDL, will reimburse an employee for the cost of the CDL test and license when the employee acquires the CDL, and will also reimburse the employee for the CDL portion of the employee’s license fee when the employee renews. The Agency will not pay for the CDL portion of an employee’s license renewal fee if the employee’s position does not require a CDL.

Section 67.5

Pursuant to the American with Disabilities Act (ADA), the Agency will make reasonable accommodations for employees whose positions require a CDL and who no longer qualify for the CDL due to a medical condition.

REV: 2015

ARTICLE 68 – 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.

REV: 2015

**LETTER OF AGREEMENT - ARTICLE 21 – 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 21](#), 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, 2019.

LETTER OF AGREEMENT – ARTICLE 26 – WORK WEEK, WORKDAY AND WORK SCHEDULE, WAREHOUSE SCHEDULES AND SHIFT BIDDING

Liquor Distribution Workers (LDW) 1 and 2, and Liquor Distribution Equipment Operations (LDEO) shifts will be bid on by seniority within classification starting in January 2016 and continuing through the biennium. The shift bidding process will be completed each year by January thirty-first (31st) of each year, and the results of the shift bid will be implemented no later than March first (1st) of each year.

Shift bid will occur within each classification for all shifts. Employees must meet specific requirements/endorsements for the position sought.

Leadwork will be re-posted subsequent to the results of the annual shift bid.

Within ninety (90) days following implementation, the Labor/Management Committee will discuss the shift bid process and specifically address areas of concern and/or improvement.

Nothing in this Letter of Agreement alters management's right to assign shifts and schedules pursuant to the Collective Bargaining Agreement.

This Letter of Agreement will sunset June 30, 2019.

LETTER OF AGREEMENT – ARTICLE 48 - 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, 2019.

LETTER OF AGREEMENT – ARTICLE 48 – 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, 2019.

**LETTER OF AGREEMENT - ARTICLE 48 – PART TIME MEDICAL INSURANCE
COMPUTATION AND SUBSIDY**

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

The purpose is to clarify the Employer's obligation for medical premium payments for employees working less than full time.

This Agreement replaces all other Letters of Agreement in effect on the same subject.

1. For Plan Years 2018-2019 the Employer will pay ninety five percent (95%) and the employee will pay five percent (5%) of the monthly premium 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 of PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For 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 calculated per [Article 48, Section 2 \(Insurance\)](#) as follows:

Part Time Employees Insurance:

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 coverage tier for Plan Year 2017 consisting of one (1) of the following monthly amounts:

Employee Only	\$280.37
Employee and Spouse/Partner	\$462.61
Employee and Children	\$392.52
Employee and Family	\$560.75

Part Time subsidy amount of 2018 and 2019 will consist of one (1) of the following amounts:

Employee Only	\$226.00
Employee and Spouse/Partner	\$452.00
Employee and Children	\$384.20
Employee and Family	\$610.20

Part Time Insurance Electing Full Time Insurance

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

LETTER OF AGREEMENT – INTERNAL RECRUITMENT OPPORTUNITY

When a position opens within the Agency's bargaining unit, it will be posted in the appropriate locations for recruitment for ten (10) days. At the end of the posting period management has the discretion consider internal candidates only or may consider both internal and other candidates.

LETTER OF AGREEMENT – TELECOMMUTING

The Employer is committed to allowing employees to telecommute or telework pursuant to the statewide telecommuting and telework policy (50.050.01).

To this end the Labor Management Committee will establish recommendations for the conditions and procedure for telework/telecommuting. Such recommendations will be made to the Executive Committee, with final approval by the Executive Director.

This Letter of Agreement will sunset June 30, 2017.

LETTER OF AGREEMENT – 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, 2019 unless the Parties specifically agree to extend its provisions.

LETTER OF AGREEMENT – DISTRIBUTION CENTER SAFETY SHIRTS

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

The purpose of this Agreement is to establish the protocol for how safety shirts will be provided for distribution (warehouse) workers by the employer with the employees being responsible for the laundering and maintenance of these shirts.

The Parties agree to the following:

1. The employer will provide each distribution employee with five (5) designated safety shirts. A safety shirt (or a safety vest) will be worn and be visible while working in the warehouse.
2. The warehouse employees will be responsible for all upkeep including laundering of safety shirts.
3. If an employee's safety shirt becomes unwearable due to regular wear and tear, the employee will return the unwearable shirt to management and management will replace the safety shirt to the employee.
4. Safety shirts are to be worn during working hours in the warehouse. If a worker does not wear a safety shirt while working they will be required to wear a safety vest during work hours.
5. Employees will follow the warehouse policy, procedure, or memorandum for High Visibility Safety Vests & Safety Shirts.
6. Safety shirts are intended for work only.
7. The safety shirts have the OLCC name and/or logo on them. If employees wear the shirts while traveling to and from work or out in public, employees must conduct themselves in a professional manner when identifiable as an OLCC employee.
8. Damage to the shirts that is not warehouse work or laundry-related will be the responsibility of the employee to pay for the replacement of the damaged shirt.

This Letter of Agreement will sunset June 30, 2019.

LETTER OF AGREEMENT – ACADEMY OVERTIME

This Agreement is executed by AFSCME Local 2505 (Union) and the State of Oregon, acting through the Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Oregon Liquor Control Commission (Agency). The Parties agree that the following provisions will be effective on April 4, 2017.

AFSCME Local 2505 represented employees who are required to attend a two (2) week licensing pre-academy and a four (4) week Department of Public Safety Standards and Training (DPSST) academy for the purposes of becoming certified in their role as a sworn peace officer, in the position of Regulatory Specialist; will be paid overtime for hours worked above forty (40) hours per work week for academy attendance as follows:

1. All travel time to and from the academy will be paid in accordance with [Article 25 – Education, Training and Career Development](#) with the following exception:
 - a. Academy attendees will not be paid for daily commuting travel time to and from the academy.
 - b. Academy attendees who do not commute daily to the academy will be paid travel time for travel from their regular duty station to the academy on Sunday and to return to their regular duty station on Friday each week of the academy.
2. Hours worked over forty (40) hours per week during the licensing pre-academy will be paid actual overtime hours worked up to a maximum of five and one half (5 ½) hours of overtime per week.
3. Hours worked over forty (40) hours per week during the four (4) week DPSST academy will be paid actual overtime hours worked up to a maximum of six and one half (6 ½) hours of overtime per week.

This Letter of Agreement expires on June 30, 2019.

APPENDIX A – OFFICIAL GRIEVANCE FORM

AFSCME LOCAL 2505_
STEP 1



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE:

DEPARTMENT:

CLASSIFICATION:

IMMEDIATE SUPERVISOR:

WORK LOCATION:

SUPERVISOR'S TITLE:

STATEMENT OF GRIEVANCE AND ARTICLE(S) VIOLATED:

Adjustment required:

I authorize A.F.S.C.M.E. Council 75 as my representative to act for me in the disposition of this grievance.

Date:

Signature of Employee:

Signature of Union Representative: _____ **Title:**

Date Presented to Management Representative:

Signature of Management Representative:

APPENDIX B – COMPENSATION PLAN

CLASS #	CLASSIFICATION	RANGE
C0102	OFFICE ASSISTANT 2	9
C0103	OFFICE SPECIALIST 1	12C
C0104	OFFICE SPECIALIST 2	15C
C0107	ADMINISTRATIVE SPECIALIST 1	17
C0108	ADMINISTRATIVE SPECIALIST 2	20Q
C0210	ACCOUNTING TECHNICIAN 1	13
C0211	ACCOUNTING TECHNICIAN 2	18
C0212	ACCOUNTING TECHNICIAN 3	19
C0323	PUBLIC SERVICE REP 3	15
C0501	DATA ENTRY OPERATOR	9
C0531	WORD PROCESSING TECHNICIAN 2	13
C0758	SUPPLY SPECIALIST 1	14
C0759	SUPPLY SPECIALIST 2	20
C0801	OFFICE COORDINATOR	15
C0860	PROGRAM ANALYST 1	23
C0861	PROGRAM ANALYST 2	27
C0862	PROGRAM ANALYST 3	29
C0863	PROGRAM ANALYST 4	31Q
C0864	PUBLIC AFFAIRS SPECIALIST 1	25
C0865	PUBLIC AFFAIRS SPECIALIST 2	29
C0866	PUBLIC AFFAIRS SPECIALIST 3	31
C0870	OPERATIONS & POLICY ANALYST 1	23
C0871	OPERATIONS & POLICY ANALYST 2	27
C0872	OPERATIONS & POLICY ANALYST 3	30Q
C0873	OPERATIONS & POLICY ANALYST 4	32
C1215	ACCOUNTANT 1	21
C1216	ACCOUNTANT 2	23
C1217	ACCOUNTANT 3	27
C1218	ACCOUNTANT 4	30
C1243	FISCAL ANALYST 1	23
C1244	FISCAL ANALYST 2	27
C1245	FISCAL ANALYST 3	30
C1338	TRAINING & DEVELOPMENT SPEC 1	23
C1339	TRAINING & DEVELOPMENT SPEC 2	27
C1481	INFO SYSTEMS SPECIALIST 1	17I
C1482	INFO SYSTEMS SPECIALIST 2	21I
C1483	INFO SYSTEMS SPECIALIST 3	24I
C1484	INFO SYSTEMS SPECIALIST 4	25I
C1485	INFO SYSTEMS SPECIALIST 5	28I
C1486	INFO SYSTEMS SPECIALIST 6	29I
C1487	INFO SYSTEMS SPECIALIST 7	31I

CLASS #	CLASSIFICATION	RANGE
C1488	INFO SYSTEMS SPECIALIST 8	33I
C4032	FACILITY ENERGY TECHNICIAN 1	16
C4033	FACILITY ENERGY TECHNICIAN 2	20
C4034	FACILITY ENERGY TECHNICIAN 3	24
C4035	FACILITY ENERGY TECHNICIAN 4	26
C4101	CUSTODIAN	10
C4103	CUSTODIAL SERVICES COORDINATOR	13
C4110	GROUNDS MAINTENANCE WORKER 2	17
C4137	LIQUOR DISTRIBUTION WORKER 1	15
C4138	LIQUOR DISTRIBUTION WORKER 2	17
C4139	LIQUOR DISTRIBUTION EQUIP OPER	16
C4409	GENERAL MAINTENANCE MECHANIC	17T
C5246	COMPLIANCE SPECIALIST 1	21
C5247	COMPLIANCE SPECIALIST 2	25
C5248	COMPLIANCE SPECIALIST 3	29
C5641	FISCAL AUDITOR 1	23
C5642	FISCAL AUDITOR 2	26
C5723	LIQUOR REGULATORY SPECIALIST	25

Salary Range Codes:

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

**APPENDIX C – SALARY ALIGNMENT OF MULTI AGENCY CLASSIFICATIONS
WITHIN THE JURISDICTION OF THE AFSCME CENTRAL TABLE**

CLASS #	CLASSIFICATION TITLE	CLASS #	CLASSIFICATION TITLE
C1215	Accountant 1	C8501	Natural Resource Sp. 1*
C1216	Accountant 2	C8502	Natural Resource Sp. 2*
C1217	Accountant 3	C8503	Natural Resource Sp. 3*
C0211	Accounting Technician 2	C8504	Natural Resource Sp. 4*
C0212	Accounting Technician 3	C8505	Natural Resource Sp. 5*
C0107	Administrative Specialist 1	C0870	Operations & Policy Analyst 1
C4003	Carpenter	C0871	Operations & Policy Analyst 2
C5246	Compliance Specialist 1	C0872	Operations & Policy Analyst 3
C5247	Compliance Specialist 2	C1097	Planner 2
C5248	Compliance Specialist 3	C1098	Planner 3
C4101	Custodian	C1099	Planner 4
C2512	Electronic Pub. Design Specialist	C0436	Procurement & Contract Sp. 1
C0118	Executive Support Specialist 1	C0437	Procurement & Contract Sp. 2
C0119	Executive Support Specialist 2	C0438	Procurement & Contract Sp. 3
C4033	Facility Energy Technician 2	C4035	Procurement and Contract Ass't
C4034	Facility Energy Technician 3	C0860	Program Analyst 1
C4012	Facility Maintenance Specialist	C0861	Program Analyst 2
C4014	Facility Operations Specialist	C0862	Program Analyst 3
C1244	Fiscal Analyst 2	C0863	Program Analyst 4
C4110	Grounds Maintenance Worker 2	C0855	Project Manager 2
C1483	Information Systems Sp. 3	C0864	Public Affairs Specialist 1
C1484	Information Systems Sp. 4	C0865	Public Affairs Specialist 2
C1485	Information Systems Sp. 5	C0324	Public Service Rep. 4
C1486	Information Systems Sp. 6	C1116	Research Analyst 2
C1487	Information Systems Sp. 7	C1117	Research Analyst 3
C1488	Information Systems Sp. 8	C4339	Scientific Instrument Tech.
C6811	Laboratory Technician 2	C0759	Supply Specialist 2
C4116	Laborer / Student Worker	C1338	Training & Development Spec. 1
		C1339	Training & Development Spec. 2

Effective March 1, 2018 or on the first (1st) of the month following ratification of the local, whichever is later, all pay rates for AFSCME Central Table classifications noted above shall be moved to the highest pay rates located in local agreements for those classifications using compensation plans as of July 1, 2017.

* Move to Pay Option A.

APPENDIX D – SALARY SCHEDULE

SALARY SCHEDULE JULY 1, 2017									
RANGE	1	2	3	4	5	6	7	8	9
8	0	0	0	2145	2218	2305	2388	2481	2579
9	0	0	2145	2218	2305	2388	2481	2579	2667
12C	2261	2346	2530	2621	2722	2837	2958	3085	
13	2305	2388	2481	2579	2667	2777	2897	3020	3150
14	2388	2481	2579	2667	2777	2897	3020	3150	3298
15	2481	2579	2667	2777	2897	3020	3150	3298	3459
15C	2530	2621	2722	2837	2958	3085	3224	3379	3543
16	2579	2667	2777	2897	3020	3150	3298	3459	3626
17	2667	2777	2897	3020	3150	3298	3459	3626	3793
17I	2763	2879	2995	3127	3273	3427	3585	3751	3927
17T	0	0	0	0	3223	3379	3541	3708	3885
19	2897	3020	3150	3298	3459	3626	3793	3973	4174
20	3020	3150	3298	3459	3626	3793	3973	4174	4373
21	3150	3298	3459	3626	3793	3973	4174	4373	4580
21I	3188	3339	3495	3655	3827	4009	4195	4393	4596
23	3459	3626	3793	3973	4174	4373	4580	4803	5034
24	3626	3793	3973	4174	4373	4580	4803	5034	5282
24I	3649	3822	4004	4188	4384	4592	4807	5033	5271
25	3793	3973	4174	4373	4580	4803	5034	5282	5544
25I	3960	4146	4338	4544	4757	4979	5214	5459	5717
26	3973	4174	4373	4580	4803	5034	5282	5544	5809
27	4174	4373	4580	4803	5034	5282	5544	5809	6096
28I	4419	4630	4845	5075	5313	5562	5825	6099	6387
29	4580	4803	5034	5282	5544	5809	6096	6389	6704
29I	4728	4948	5182	5426	5683	5949	6229	6524	6829
30	4803	5034	5282	5544	5809	6096	6389	6704	7035
31	5034	5282	5544	5809	6096	6389	6704	7021	7352
31I	5235	5481	5740	6008	6292	6589	6899	7222	7558
32	5282	5544	5809	6096	6389	6704	7034	7384	7749
33I	5704	5970	6253	6549	6859	7179	7521	7880	8253

SALARY SCHEDULE MARCH 1, 2018									
RANGE	1	2	3	4	5	6	7	8	9
9	0	0	2145	2218	2305	2388	2481	2579	2667
10		2145	2218	2305	2388	2481	2579	2667	2777
12C	2261	2346	2530	2621	2722	2837	2958	3085	
13	2305	2388	2481	2579	2667	2777	2897	3020	3150
14	2388	2481	2579	2667	2777	2897	3020	3150	3298
15	2481	2579	2667	2777	2897	3020	3150	3298	3459
15C	2530	2621	2722	2837	2958	3085	3224	3379	3543
16	2579	2667	2777	2897	3020	3150	3298	3459	3626
17	2667	2777	2897	3020	3150	3298	3459	3626	3793
17I	2763	2879	2995	3127	3273	3427	3585	3751	3927
17T					3223	3379	3541	3708	3885
18	2777	2897	3020	3150	3298	3459	3626	3793	3973
19	2897	3020	3150	3298	3459	3626	3793	3973	4174
20	3020	3150	3298	3459	3626	3793	3973	4174	4373
20Q	3020	3150	3298	3459	3625	3791	3972	4174	4373
21	3150	3298	3459	3626	3793	3973	4174	4373	4580
21I	3188	3339	3495	3655	3827	4009	4195	4393	4596
23	3459	3626	3793	3973	4174	4373	4580	4803	5034
24	3626	3793	3973	4174	4373	4580	4803	5034	5282
24I	3649	3822	4004	4188	4384	4592	4807	5033	5271
25	3793	3973	4174	4373	4580	4803	5034	5282	5544
25I	3960	4146	4338	4544	4757	4979	5214	5459	5717
26	3973	4174	4373	4580	4803	5034	5282	5544	5809
27	4174	4373	4580	4803	5034	5282	5544	5809	6096
28I	4419	4630	4845	5075	5313	5562	5825	6099	6387
29	4580	4803	5034	5282	5544	5809	6096	6389	6704
29I	4728	4948	5182	5426	5683	5949	6229	6524	6829
30	4803	5034	5282	5544	5809	6096	6389	6704	7021
30Q	4803	5034	5282	5544	5809	6096	6389	6704	7035
31	5034	5282	5544	5809	6096	6389	6704	7021	7352
31I	5235	5481	5740	6008	6292	6589	6899	7222	7558
31Q	5034	5281	5542	5809	6095	6388	6703	7034	7384
32	5282	5544	5809	6096	6389	6704	7021	7352	7700
33I	5704	5970	6253	6549	6859	7179	7521	7880	8253

SALARY SCHEDULE JUNE 15, 2018									
RANGE	1	2	3	4	5	6	7	8	9
9			2166	2240	2328	2412	2506	2605	2694
10		2166	2240	2328	2412	2506	2605	2694	2805
12C	2284	2369	2555	2647	2749	2865	2988	3116	
13	2328	2412	2506	2605	2694	2805	2926	3050	3182
14	2412	2506	2605	2694	2805	2926	3050	3182	3331
15	2506	2605	2694	2805	2926	3050	3182	3331	3494
15C	2555	2647	2749	2865	2988	3116	3256	3413	3578
16	2605	2694	2805	2926	3050	3182	3331	3494	3662
17	2694	2805	2926	3050	3182	3331	3494	3662	3831
17I	2791	2908	3025	3158	3306	3461	3621	3789	3966
17T					3255	3413	3576	3745	3924
18	2805	2926	3050	3182	3331	3494	3662	3831	4013
19	2926	3050	3182	3331	3494	3662	3831	4013	4216
20	3050	3182	3331	3494	3662	3831	4013	4216	4417
20Q	3050	3182	3331	3494	3661	3829	4012	4216	4417
21	3182	3331	3494	3662	3831	4013	4216	4417	4626
21I	3220	3372	3530	3692	3865	4049	4237	4437	4642
23	3494	3662	3831	4013	4216	4417	4626	4851	5084
24	3662	3831	4013	4216	4417	4626	4851	5084	5335
24I	3685	3860	4044	4230	4428	4638	4855	5083	5324
25	3831	4013	4216	4417	4626	4851	5084	5335	5599
25I	4000	4187	4381	4589	4805	5029	5266	5514	5774
26	4013	4216	4417	4626	4851	5084	5335	5599	5867
27	4216	4417	4626	4851	5084	5335	5599	5867	6157
28I	4463	4676	4893	5126	5366	5618	5883	6160	6451
29	4626	4851	5084	5335	5599	5867	6157	6453	6771
29I	4775	4997	5234	5480	5740	6008	6291	6589	6897
30	4851	5084	5335	5599	5867	6157	6453	6771	7091
30Q	4851	5084	5335	5599	5867	6157	6453	6771	7105
31	5084	5335	5599	5867	6157	6453	6771	7091	7426
31I	5287	5536	5797	6068	6355	6655	6968	7294	7634
31Q	5084	5334	5597	5867	6155	6451	6770	7104	7458
32	5335	5599	5867	6157	6453	6771	7091	7426	7777
33I	5761	6030	6316	6614	6928	7251	7596	7959	8336

SALARY SCHEDULE FEBRUARY 1, 2019
PERS NON PARTICIPATING MEMBERS

RANGE	1	2	3	4	5	6	7	8	9
9							2506	2605	2694
10						2506	2605	2694	2805
12C			2555	2647	2749	2865	2988	3116	
13			2506	2605	2694	2805	2926	3050	3182
14		2506	2605	2694	2805	2926	3050	3182	3331
15	2506	2605	2694	2805	2926	3050	3182	3331	3494
15C	2555	2647	2749	2865	2988	3116	3256	3413	3578
16	2605	2694	2805	2926	3050	3182	3331	3494	3662
17	2694	2805	2926	3050	3182	3331	3494	3662	3831
17I	2791	2908	3025	3158	3306	3461	3621	3789	3966
17T					3255	3413	3576	3745	3924
18	2805	2926	3050	3182	3331	3494	3662	3831	4013
19	2926	3050	3182	3331	3494	3662	3831	4013	4216
20	3050	3182	3331	3494	3662	3831	4013	4216	4417
20Q	3050	3182	3331	3494	3661	3829	4012	4216	4417
21	3182	3331	3494	3662	3831	4013	4216	4417	4626
21I	3220	3372	3530	3692	3865	4049	4237	4437	4642
23	3494	3662	3831	4013	4216	4417	4626	4851	5084
24	3662	3831	4013	4216	4417	4626	4851	5084	5335
24I	3685	3860	4044	4230	4428	4638	4855	5083	5324
25	3831	4013	4216	4417	4626	4851	5084	5335	5599
25I	4000	4187	4381	4589	4805	5029	5266	5514	5774
26	4013	4216	4417	4626	4851	5084	5335	5599	5867
27	4216	4417	4626	4851	5084	5335	5599	5867	6157
28I	4463	4676	4893	5126	5366	5618	5883	6160	6451
29	4626	4851	5084	5335	5599	5867	6157	6453	6771
29I	4775	4997	5234	5480	5740	6008	6291	6589	6897
30	4851	5084	5335	5599	5867	6157	6453	6771	7091
30Q	4851	5084	5335	5599	5867	6157	6453	6771	7105
31	5084	5335	5599	5867	6157	6453	6771	7091	7426
31I	5287	5536	5797	6068	6355	6655	6968	7294	7634
31Q	5084	5334	5597	5867	6155	6451	6770	7104	7458
32	5335	5599	5867	6157	6453	6771	7091	7426	7777
33I	5761	6030	6316	6614	6928	7251	7596	7959	8336

**SALARY SCHEDULE FEBRUARY 1, 2019
PERS PARTICIPATING MEMBERS**

RANGE	1	2	3	4	5	6	7	8	9
9							2680	2786	2881
10						2680	2786	2881	3000
12C			2733	2831	2940	3064	3196	3333	
13			2680	2786	2881	3000	3129	3262	3403
14		2680	2786	2881	3000	3129	3262	3403	3563
15	2680	2786	2881	3000	3129	3262	3403	3563	3737
15C	2733	2831	2940	3064	3196	3333	3482	3650	3827
16	2786	2881	3000	3129	3262	3403	3563	3737	3917
17	2881	3000	3129	3262	3403	3563	3737	3917	4097
17I	2985	3110	3235	3377	3536	3702	3873	4052	4242
17T					3481	3650	3825	4005	4197
18	3000	3129	3262	3403	3563	3737	3917	4097	4292
19	3129	3262	3403	3563	3737	3917	4097	4292	4509
20	3262	3403	3563	3737	3917	4097	4292	4509	4724
20Q	3262	3403	3563	3737	3915	4095	4291	4509	4724
21	3403	3563	3737	3917	4097	4292	4509	4724	4948
21I	3444	3606	3775	3949	4134	4330	4531	4745	4965
23	3737	3917	4097	4292	4509	4724	4948	5188	5437
24	3917	4097	4292	4509	4724	4948	5188	5437	5706
24I	3941	4128	4325	4524	4736	4960	5192	5436	5694
25	4097	4292	4509	4724	4948	5188	5437	5706	5988
25I	4278	4478	4685	4908	5139	5379	5632	5897	6175
26	4292	4509	4724	4948	5188	5437	5706	5988	6275
27	4509	4724	4948	5188	5437	5706	5988	6275	6585
28I	4773	5001	5233	5482	5739	6008	6292	6588	6899
29	4948	5188	5437	5706	5988	6275	6585	6901	7242
29I	5107	5344	5598	5861	6139	6426	6728	7047	7376
30	5188	5437	5706	5988	6275	6585	6901	7242	7584
30Q	5188	5437	5706	5988	6275	6585	6901	7242	7599
31	5437	5706	5988	6275	6585	6901	7242	7584	7942
31I	5654	5921	6200	6490	6797	7118	7452	7801	8165
31Q	5437	5704	5985	6274	6583	6900	7240	7598	7976
32	5706	5988	6275	6585	6901	7242	7584	7942	8318
33I	6161	6449	6755	7074	7410	7755	8124	8512	8915

SIGNATURE PAGE

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The official version of this Agreement is held by the Department of Administrative Services Labor Relations Unit on its electronic files at the website below. The Department of Administrative Services does not recognize any other copies or publications of this Agreement.

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