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IDnum 153 **Language** English **Country** United States **State** OR

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

Local 75

Occupations Represented
Construction managers

Bargaining Agency Department of Administrative Services for the State of Oregon

Agency industrial classification (NAICS):

23 (Construction)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

2001-2003

AGREEMENT

Between

**THE DEPARTMENT OF
ADMINISTRATIVE SERVICES**

THE STATE OF OREGON

On Behalf Of

THE CONSTRUCTION CONTRACTORS BOARD

And The

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES**

COUNCIL 75

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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 Construction Contractors Board (hereinafter the "Agency"), and the American Federation of State, County and Municipal Employees, (hereinafter the "Union"), for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

ARTICLE 1 - RECOGNITION

Section 1.

The Employer and the Agency recognize the Union as the sole and exclusive bargaining agent for all classified employees of the Construction Contractors Board excluding supervisory, confidential and managerial employees as defined by ORS 243.650, employees working less than half-time, and temporary employees within the meaning of ORS 240.309.

Section 2.

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

ARTICLE 2 - 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 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 Administrator of the Agency.

Section 2.

Union representatives will be allowed to visit the work areas of the employees during work hours, after advising the Administrator of the Agency, or his/her designee, of their presence for the purpose of meeting with employees regarding matters affecting their employment. Such visits shall not interfere with the normal flow of work. Council 75 hired business agents, organizers or employees will be limited to visits on non-duty time, except for grievance or unfair labor practice investigations.

Section 3.

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

Section 4.

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

Section 5.

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

Section 6.

Not more than fifteen (15) minutes shall be granted for the Union to make a presentation at the orientation of a new employee or group of new employees or at such other time agreeable to the Agency. The purpose of the Union's presentation shall be 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 provide the Union advance notice of the time and place of new employee orientation meetings.

Section 7.

The Agency shall provide a 36" X 24" bulletin board for the use of the Union in communications dealing with social functions, meetings, elections, Union appointments and such other information as may be approved by the Agency's Administrator or designee.

Section 8.

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

ARTICLE 4 - LAWS AND REGULATIONS AND SAVINGS

Section 1.

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.

Section 2.

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 remains 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.

ARTICLE 5 - UNIT CLARIFICATION

Section 1.

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

Section 2.

Upon excluding any positions from the bargaining unit the Labor Relations Division shall send formal written notice of the exclusion(s) including a list of the exclusion(s) and position descriptions to the Union. Those positions questioned by the Union shall be discussed with the Employer within ten (10) days from the date of formal written notification.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1.

The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, physical or mental 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 2.

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

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

Section 3.

a. The Employer and the Union agree to continue their policies of not discriminating against any employee because of sexual orientation.

b. Sexual orientation discrimination complaints will be subject to the grievance procedure (Article 12) beginning at Step 3 until such time as the Bureau of Labor and Industries is given jurisdiction over such matters. Once the Bureau of Labor and Industries is given jurisdiction, such complaints will be processed in the same manner as complaints in Section 1 and 2.

ARTICLE 7 - 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 8 - UNION SECURITY

Section 1. Dues Deduction.

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

Section 2. Fair Share.

The terms of the contract have been made for all employees in the bargaining unit, not solely for members of the Union. The parties recognize that it is fair that each employee in the bargaining unit should bear a fair share of the costs incurred by the Union in meeting its responsibilities as a recognized bargaining unit representative.

Each employee not exempt under recognition of this contract shall, within thirty (30) days of hire, have deducted monthly from his/her pay by the State, a sum equal to the amount

of current Union dues. Such sum shall constitute the employee's dues if he/she is a member of the Union, or shall otherwise constitute that employee's fair and equitable contribution to the expenses of administering this contract on his/her behalf by the Union. Such deduction shall be made only if accrued earnings are sufficient to cover the service fee after all other authorized payroll deductions have been made.

The deduction and disbursement to the Union of dues and service fees provided herein shall be accomplished monthly by the State.

Any employee who is a member of a bona fide religious organization which teaches as a doctrine of their faith that payment of Union dues is wrong may follow the procedures allowed by State law to have his/her in-lieu-of-dues payment paid to a nonreligious charity.

The Union shall indemnify and save the Employer 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 Employer for the purpose of complying with the provisions of this section.

Section 3. Employee Statistics.

The Labor Relations Division and the Agency will, upon request of the Union, provide any regularly produced computer runs containing nonconfidential statistics of the Union's bargaining unit members. This will include one (1) printout annually showing names and addresses of all bargaining unit employees and monthly information currently furnished. Any costs incurred in compiling and photocopying these statistical reports under this Agreement shall be billed to the Local Union making the request.

ARTICLE 9 - COMPLETE AGREEMENT/PAST PRACTICE

Section 1.

This Agreement incorporates the sole and complete agreement between the parties resulting from negotiations held pursuant to the provisions of ORS 243.650 et. seq. It is acknowledged that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter for collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, if any, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement. The Union further agrees to waive the right to bargain over any other mandatory subject of bargaining during the life of the Agreement unless the Agency seeks to change an existing or establish a new written policy as outlined in Sections 3-8 of this Article. This Agreement shall not be modified in whole or in part except by another written instrument duly executed by the Employer and the Union.

Section 2.

The parties agree that the Labor Relations Division Rules and Practice and Agency procedures relating to their implementation are without effect upon the Employer or members of the bargaining unit.

Section 3. Policy Changes or New Policies.

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

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

Section 4.

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

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

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

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

Section 5.

Should the Union decide to carry the matter to arbitration, the parties shall meet within the five (5) days immediately following receipt of notification of the Union's desire to arbitrate to select an arbitrator. Selection of an arbitrator shall be prescribed in Article 12 (Grievance Procedure).

Section 6.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby, unless the award is vacated pursuant to ORS 240.086. The power of the arbitrator in this process shall be limited to determining whether the policy, procedure or rule is unreasonable. If the arbitrator's ruling is that the

policy, procedure or rule is unreasonable, the Agency shall immediately withdraw the policy, procedure or rule. Unreasonable for purposes of this article means that the balance of reason is in favor of not making the change. In other words, the negative effect upon bargaining unit members outweighs the need or benefit to the Employer.

Section 7.

The arbitrator fee and expenses shall be paid in the same manner outlined in Article 12, Section 7 "Grievance Procedure."

Section 8.

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

ARTICLE 10 - AGENCY PERSONNEL POLICIES

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

ARTICLE 11 - DISCIPLINE AND DISCHARGE

Section 1.

The principles of progressive discipline shall be used. An employee may only be given a formal written reprimand, suspended, reduced in pay, demoted or discharged for just cause.

Section 2.

a. Discharge of a regular status employee may be appealed by the Union to binding arbitration. The appeal must state the reason for the appeal and must be submitted to the Department of Administrative Services Labor Relations Division 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 Article 12 (Grievance Procedure).

b. An employee reduced in pay, or demoted shall receive written notice of the discipline at least thirty (30) days in advance of said action and of the specific charges supporting the discipline.

A formal written reprimand, 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 12 (Grievance Procedure).

Section 3.

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 less 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 4.

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

Section 5.

a. 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.

b. Any employee who is absent for five (5) consecutive work days without authorized leave shall be deemed to have resigned.

Section 6.

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.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1.

A grievance is a dispute which arises concerning the application, meaning or interpretation of this Agreement and shall be resolved by the following procedure:

It is however agreed and understood that aggrieved employee(s) and the Job Steward, if either the employee or the supervisor requests the Stewards presence, must first attempt to resolve complaints which may result in formal grievances or grievances informally with the immediate supervisor.

Step 1. Any employee, with notice to the Union, or the Union Representative on the employee's behalf or an employee with a job steward may file a formal grievance at Step 1, in writing, with his/her immediate supervisor within thirty (30) calendar days of the alleged action or the date the employee or the Union knew or should have known of the alleged action. Grievances shall not be frivolous and shall be submitted on the AFSCME Grievance Form and

shall contain the articles alleged to have been violated, the specific reasons why the employee feels the articles were violated, and the specific remedy(s) requested. The immediate supervisor shall respond, in writing, to the grievance within fifteen (15) calendar days to the employee, with a copy to the Union.

Step 2. If the grievance remains unresolved at Step 1, it may be appealed, in writing, to the Administrator within fifteen (15) calendar days after the response required by Step 1 was received or due whichever is first. The Administrator or his/her designee shall respond in writing to the Union within fifteen (15) calendar days after receipt of the grievance.

Step 3. If the grievance remains unresolved at Step 2, the Union Representative or the employee may, in writing, appeal to the Labor Relations Division of the Department of Administrative Services within fifteen (15) calendar days after response required by Step 2 was received or due whichever is first. The Labor Relations Division shall respond in writing, to the Union within fifteen (15) calendar days after receipt of the grievance.

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

Section 2.

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

Section 3.

The Union or the grievant shall not expand upon the original elements and substance of the written grievance. Prior to filing at Step 2 of The Grievance Procedure, the Union or the employee may however, modify, for the purpose of clarity, the articles cited as being violated and the remedy requested.

Section 4.

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

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

If the grievance is to be submitted to arbitration, a prearbitration meeting may be held. The meeting shall include both the Labor Relations Division and the Agency meeting with the Union in an attempt to formulate a submission.

Section 5. Selection of the Arbitrator.

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

a. The Union and the Employer may mutually select an arbitrator.

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

Section 6.

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall have the power to return a grievant to employee status, with or without back pay and benefits, or to mitigate or cancel the penalty as equity suggests under the facts, or to provide any other relief sought which is otherwise proper under the Agreement. The arbitrator's authority regarding reclassifications shall be addressed in the contract articles dealing with classification and classification changes.

Section 7.

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

Section 8.

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

Section 9.

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

Section 10.

If at any step of the grievance procedure, the Employer or Agency fails to issue a response within the specified time limits set forth in this Agreement, the grievance shall be automatically advanced to the next step of the grievance procedure unless withdrawn by the grievant or the Union. In no case however will a grievance automatically advance to

arbitration. If the employee or Union fails to meet the time limits specified herein, the grievance will be considered withdrawn and cannot be resubmitted.

Section 11.

All so called group grievances involving two or more immediate supervisors and grievances involving subject matters which are beyond the authority of the immediate supervisor to resolve, may, with the mutual agreement of the parties be filed at higher steps up to and including Step 2.

All "group" grievances must be specific at the initial step of the grievance procedure and must detail the articles violated, all employees affected and the reasons for both.

ARTICLE 13 - JOB STEWARDS

Section 1.

The Agency shall recognize two Job Stewards selected from Agency employees to represent Agency employees. The Union shall immediately notify the Agency's manager of Administrative Services of the names of Job Stewards and their successors upon their selection.

Section 2.

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

If the permitted activities would interfere with either the Job Steward'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 and furnish to his/her immediate supervisor, or on a monthly basis, a record of dates and times spent on the functions described in this Article.

Section 3.

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

Section 4.

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

ARTICLE 14 - PERSONNEL RECORDS

Section 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 2.

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

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

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

Section 3.

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

Section 4.

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

Section 5.

Material reflecting caution, consultation, warning, admonishment or reprimand shall be retained for a maximum of two (2) years, provided that there has been no recurrence of the problem or a related problem in the two (2) years. Earlier removal will be permitted, when requested by an employee and approved by the Appointing Authority.

Section 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.

ARTICLE 15 - FILLING OF VACANCIES

Section 1.

The Agency desires to fill bargaining unit vacancies with the best suited applicants available. Within that context, the Agency intends to insure that protected classes are given an opportunity to compete for all openings within the bargaining unit. The Agency will determine the manner and method of selection and determine the individual to fill a vacancy.

Section 2.

The Agency will post for five (5) consecutive days the job vacancy that occurs in the bargaining unit which the Agency intends to fill, setting forth the job title, duties, qualifications and salary range. All bargaining unit employees qualified by training and experience will have the right to apply for the position.

Section 3.

If the position is offered for promotion or transfer, and two 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.

Section 4.

When the Agency chooses to fill a vacancy by lateral transfer, it shall not unilaterally transfer an employee on an arbitrary basis. If the Agency considers voluntary transfer requests, the employee who is determined by the Agency to be the best qualified to meet the knowledge, skills and abilities for the vacant position will be appointed. If two or more employees wishing to laterally transfer have demonstrated equal knowledge, skills and abilities for the position, the most senior will be appointed.

ARTICLE 16 - TRIAL SERVICE

Section 1.

All employees hired, appointed, promoted, or re-employed to a position shall serve a trial service period of six (6) months.

Section 2.

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

If such employee was previously a regular status employee in another bargaining unit position in the Agency immediately prior to his/her present appointment, he/she shall be reinstated to his/her former position in the bargaining unit, unless charges are filed and he/she is discharged for just cause as provided in Article 12, Discipline and Discharge. The employee will return to the appropriate salary in the prior classification as if he/she had never left the position.

Section 3.

An employee's trial service period shall not be extended except in instances where an employee has a leave of absence or by mutual agreement of the parties. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee. The parties may mutually agree to extend the trial service period for any agreed upon time period.

Section 4.

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.

ARTICLE 17 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

a. When an employee is assigned, in writing, by the Agency for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) 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.

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

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.

c. 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.

Section 2. Reclassification Procedure.

a. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Employee's supervisor.

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 3. 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 4. 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. When an employee is reclassified downward, the employee's rate of pay shall be the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary review and eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified.

Section 5. 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 6. 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 7. 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 8. 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 Administrator Appointing Authority or designee to the date the duties were removed.

Section 9.

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

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

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

b. If the Agency's response does not resolve the matter, the Union may within fifteen (15) calendar days from the date of the Agency response, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to Section 5 of Article 12 (Grievance Procedures). The appeal must be in writing and sent to the Labor Relations Division of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Agency's written response in sub (a) of this Section. The appeal must state the following:

The reason(s) why the decision was arbitrary.

The arbitrator shall allow the decision of the Agency to stand unless he/she finds the decision was arbitrary.

If the arbitrator finds the Agency's decision is arbitrary, the arbitrator's authority shall extend only to stating if the employee's current classification is inappropriate. If the arbitrator finds the employee's current classification is inappropriate, he/she shall refer the issue to the Agency for reconsideration. The Agency shall either remove the higher level duties or reclassify the position. The arbitrator shall have no power to substitute his/her discretion for the Agency's discretion on classification matters.

This section shall supersede Section 6 of Article 12 (Grievance Procedure/Arbitration) on the delineation of the arbitrator's authority on matters spoken to in this Article.

Section 10. Return to Classified Service.

After termination of unclassified or exempt service, or removal from the management service, for reasons other than specified by ORS 240.555, an employee may be restored to a position in classified service in accordance with ORS 240.570.

ARTICLE 18 - LAYOFF

Section 1. Layoff Procedure.

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

The layoff procedure shall occur in the following manner:

- a. The Agency shall determine the specific positions to be vacated.
- b. Separate layoff lists will apply to full-time and part-time employees in a classification. Any full-time regular status employee shall be permitted to displace a part-time employee with less seniority; however, part-time employees shall not displace full-time employees.
- c. No trial service or regular status employee shall be laid off while a temporary employee in the same classification is employed in the Agency.
- d. A regular status employee notified of a pending layoff shall select one (1) of the following options, and communicate such choice in writing to the Administrator of the Agency within five (5) calendar days from the date of receipt of the written layoff notice:
 - i. The employee may displace the newest trial service employee in the same classification. If there are no trial service employees, then the regular status employee with the lowest seniority in the same classification will be bumped and laid off.

2. The employee may demote and displace the employee in a lower classification who is the least senior trial service employee, or the regular status employee who has the least seniority if there are no trial service employees, provided the employee has exhausted his/her option for placement under 1.d.1.

3. The employee may elect to be laid off. His/her name will be placed on the Agency Layoff List in seniority order.

e. An employee exercising option 1.d.1. or 2 must meet the minimum qualifications of the position as stated in the class specification, plus any special qualifications stated in the position description and must be capable of performing the specific requirement of the position within two (2) weeks. The Agency shall be the sole determinant of whether the employee is capable of performing such duties. The Agency's determination shall not be arbitrary or capricious. The determination shall be grievable.

If the employee cannot meet these requirements, he/she shall be entitled to similar consideration to the position with the incumbent having the next highest seniority in the Agency and so on provided that the incumbent in the next highest position has a lower seniority than the employee displacing or demoting.

Section 2.

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

a. One (1) point per month for each month of continuous service with the Agency. A break in service is a separation from the service without pay for more than ninety (90) calendar days. All part-time service shall be credited on a prorated basis. If an employee subsequently returns to employment after a ninety (90) day break in service, he/she shall not regain previously accrued seniority unless such break in service occurred due to a layoff. Periods of authorized leave without pay will not count for seniority calculation. When a layoff is announced, seniority shall be frozen until the layoff and any subsequent bumping activity is completed.

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

1. Length of continuous service in the job classification in the Agency;
2. Length of continuous service with the Agency; and
3. Length of continuous service with the State.

Section 3.

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

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

Section 4.

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

ARTICLE 19 - PAYDAY AND PAY ADVANCES

Section 1.

All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or Holiday, employee paychecks shall be made available on the last working day of the month. 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 time and 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 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 (60) percent of gross pay earned, but shall be at least one hundred dollars (\$100). Employees will submit requests to the Agency payroll office by the 20th of the month. If any employee requests more than one pay advance in any twelve (12) month period, management has the right to deny it.

ARTICLE 20 - HEALTH AND SAFETY

The Agency will agree to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner and promptly report to their supervisor all injuries.

Adequate, safe equipment shall be provided for all employees. No employee shall be expected to perform a work assignment that would cause him or her imminent danger or can be reasonably considered unsafe. An employee who refuses to perform work for reasons of safety shall file a complaint with the Oregon State Accident Prevention Division.

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

ARTICLE 21 - EDUCATION AND TRAINING

Section 1.

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

Section 2.

The Agency will pay incurred tuition/registration and allowable travel, per diem, and salary when the Agency directs employees to attend training. Employees may request training and will be considered based on job and workload needs and on funding. Available training and educational opportunities will be posted on the employee bulletin board or placed in the appropriate box in the library.

ARTICLE 22 - HOURS OF WORK

Section 1.

a. The normal full-time workweek shall consist of forty (40) hours within the designated workweek, worked on the basis of five (5) consecutive eight (8) hour days. The Agency's normal work schedule shall be Monday through Friday. The workweek shall begin at 12:01 a.m. on Monday and end on Sunday at 12:00 midnight. Nothing in this Article or any part of this Agreement shall be construed as a guarantee of hours of work or a guaranteed workweek.

b. A regular work schedule consists of five (5) consecutive eight (8) hour days. The regular workweek shall be Monday through Friday. An irregular work schedule consists of four (4) consecutive ten (10) hour days. Alternative work schedules are schedules that are neither regular nor irregular.

c. Irregular or alternative work schedules may be authorized based on the Agency operational needs, as determined by the Agency. An employee desiring an irregular or alternative work schedule must request such schedule by means of a written request which includes the reasons the employee believes the request will meet the operational needs of the Agency to his/her supervisor. The supervisor's or Agency's decision to grant or deny such request may not be grieved and is not subject to the grievance procedure. However, the Agency agrees to meet with the employee and a representative of the Union, if the denial of

the request is disputed, in an effort to fully discuss all concerns, for a reasonable period of time, not to exceed two (2) hours.

Section 2.

Employees shall be allowed a fifteen (15) minute paid rest period during each work period of up to five (5) hours. Such rest period shall normally be provided near the middle of each work period of up to five (5) hours. The Agency shall determine when the rest period is to be scheduled.

Section 3. Meal Periods.

Employees shall receive one (1) hour unpaid meal period during each work shift. Whenever possible, meal periods shall be scheduled at the middle of the shift. A shorter or longer meal period may be allowed if by mutual agreement between the employee and Employer.

Section 4. Professional Employees.

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

The normal workweek under this section shall be Monday through Friday. It is understood that weekend work may be required from time to time.

Section 5.

Established work schedules will not be changed with less than ten (10) calendar days' advance notice except when operating requirements of the Agency require it.

ARTICLE 23 - INCLEMENT CONDITIONS

Section 1.

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

Section 2.

The Agency may direct employees not to report to work prior to the beginning of their work shift because of inclement weather. In such cases, the Agency shall notify employees before their work shift by local radio and television station as notified by e-mail. The employee shall be authorized the optional use of accrued vacation, compensatory time off or leave without pay during the period in which the employee's work is curtailed due to the inclement

weather. However, such reduction in salary will not be made for an FLSA exempt employee except for full work week increments where such leave causes an absence of one (1) or more full work weeks.

Section 3.

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

ARTICLE 24 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

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

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

Section 2.

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

Section 3.

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

Section 4.

An employee will receive overtime pay for holiday time worked unless the employee requests compensatory time. The compensatory time accrual limits established in Article 30 Section 5 shall apply.

Section 5.

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 became become employed after Thanksgiving but before Christmas may request the State option of using this paid leave on the workday before or after Christmas or the workday before or after New Year's Day. If the employee chooses not to take one of the aforementioned days, another day may be mutually agreed upon, provided such time is taken off by January 5th of the following year.

ARTICLE 25 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.

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

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

through twentieth (20th) year	(12) full calendar months of service (fourteen (14) hours per month)
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After twentieth (20th) year full calendar months of service	Twenty-four (24) work days for each twelve (12) (sixteen (16) hours per month)
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A full-time employee working less than a full calendar month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service during the first year of employment and that break does not exceed two (2) years, the employee may be given credit for the time worked prior to the break in service. In order to facilitate the administration of leave records, vacation leave may be accrued on a monthly basis for employees who have completed six (6) full calendar months of service. Vacation accrual hours shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) calendar days.

Section 2. Vacation Leave for Part-Time Employees.

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

First (1st) month through sixtieth (60th) month	Twelve (12) work days for each twelve (12) full calendar months of service (eight (8) hours per month)
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Sixty-first (61st) month through one-hundred-twentieth (120th) month	Fifteen (15) work days for each twelve (12) full calendar months of service (ten (10) hours per month)
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One-hundred-twenty-first (121st) month through one-hundred-eightieth (180th) month	Eighteen (18) work days for each twelve (12) full calendar months of service (twelve (12) hours per month)
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One-hundred-eighty-first (181st) month through two-hundred- fortieth (240th) month	Twenty-one (21) work days for each twelve (12) full calendar months of service (fourteen (14) hours per month)
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After two-hundred-fortieth (240th) month	Twenty-four (24) work days for each twelve (12) full calendar months of service (sixteen (16) hours per month)
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A part-time employee shall not be eligible to take initial vacation leave until the employee has worked thirty-two (32) hours or more in each of six (6) calendar months. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) calendar days.

Section 3. Eligibility for Vacation Credits.

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

Section 4. Restoration of Vacation Leave Credits.

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 5. Termination Vacation Pay.

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

Section 6. Scheduling of Vacations.

a. Vacations shall be scheduled at a time mutually acceptable to the Agency and the employee and consistent with the work requirements of the Agency. If two (2) or more employees request the same period of time off and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of continuous service with the Agency shall be granted the time off, provided however, that an employee shall not be given this length of service consideration more than once in every two (2) years.

b. An employee who seeks to change his 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 employee's vacation schedule. The scheduling of vacation leave shall take precedence over the scheduling of compensatory time off.

Section 7. Vacation Accrual.

An employee shall be allowed to accumulate a maximum of three hundred (300) hours of vacation leave; however, in the event of separation or layoff, any unused vacation up to two hundred fifty (250) hours will be paid to the employee.

Section 8.

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

Section 9.

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

Section 10.

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

ARTICLE 26 - SICK LEAVE

Section 1. Accrual Rate of Sick Leave With Pay Credits.

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

Section 2. Eligibility for Sick Leave With Pay.

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

Section 3. Determination of Service for Sick Leave With Pay.

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

Section 4. Utilization of Sick Leave With Pay.

a. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon a member of the immediate household where the employee's presence is required because of illness. The employee has the responsibility to make arrangements, within a reasonable period of time for the care of the ill or injured household member.

b. Definition of immediate family. Employee's parents, spouse, children, brother, sister, grandparents, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

c. Definition of household member. A person who lives in the same house or residence as the employee.

Section 5. Request for Additional Time Off.

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

Section 6. Physician or Practitioner Certification of Illness or Injury.

Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of five (5) consecutive days and/or if the Agency has reasonable grounds to suspect that the employee is abusing sick leave privileges or in verification of a disability. The Agency may also require such certificate from the employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee may be disciplined pursuant to Article 11 Discipline and Discharge.

Section 7. Request for Additional Time off - job incurred illness or injury.

After earned sick leave has been exhausted and the employee has the opportunity to exercise the option of using paid leave time or vacation leave as outlined in Article 33, Workers Compensation, the Agency shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician that the employee is physically and/or mentally able to perform the duties of that position.

Section 8. Loss of Sick Leave With Pay on Termination.

No compensation for accrued sick leave shall be allowed to an employee who is separated from the service.

Section 9. Restoration of Sick Leave Credits.

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

Section 10.

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

ARTICLE 27 - OTHER LEAVE

Section 1. Personal Leave.

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

Section 2. Preretirement Counseling Leave.

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

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

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

Section 3. Election Leave.

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

Section 4. Other Leaves of Absence With Pay.

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

- a. Service with a jury. The employee may keep any money paid by the court for serving on a jury.
- b. Appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters 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 5. Military Training Leave With and Without Pay.

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

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

Section 6. Military Leave Without Pay.

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

Section 7. Court Appearance Leave Without Pay.

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

Section 8. Leave of Absence Without Pay.

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

Section 9. Family/Medical Leave and Parental Leave.

The Agency agrees to abide by all Federal and State statutes dealing with these leaves of absence.

Section 10. Test and Interview Leave.

An employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Agency. Up to two (2) hours with pay shall be allowed for an interview for a position with another State Agency, or a position within the Agency.

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

Section 11. Donating Blood.

Employees shall be permitted reasonable time off with pay to give blood for drives conducted on worksite provided such time off does not interfere with the normal flow of work.

Section 12. Bereavement Leave.

Employees who have earned any form of leave with pay shall be eligible to use a reasonable period of time (guarantee of three (3) days) for a death in the immediate family or of a household member as defined in Article 26, Section 4 (b). If the funeral service is over three hundred fifty (350) miles from the employee's residence, the leave shall be for a reasonable time period (a guarantee of five (5) days). If the employee does not have adequate leave, he/she shall be granted leave without pay. However, such reduction in salary will not be made for an FLSA exempt employee except for full week increments where such leave causes an absence of one (1) or more full work weeks.

ARTICLE 28 - POSITION DESCRIPTIONS

Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended.

ARTICLE 29 - SALARY ADMINISTRATION

Section 1. Merit Salary Increase.

Unless the employee has received a five "5" rating, employees shall be eligible for merit salary increases at the first of the month 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.

In cases of employee's with a "5" rating, merit salary increases shall be made upon recommendation of the employee's immediate supervisor and approval of the appointing authority.

The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase at least fifteen (15) days prior to the eligibility date, including a statement of the reason(s) it is being withheld. An employee may grieve the withholding of an annual merit increase.

Section 2. Salary on Demotion.

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

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

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

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

Section 3. Salary on Promotion.

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

Section 4. Salary on Lateral Transfer.

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

Section 5. Effect of Break in Service.

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

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

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

ARTICLE 30 - OVERTIME

Section 1.

Employees (covered under FLSA) shall be compensated at the rate of time and one-half (1-1/2) in the form of pay or compensatory time off at the discretion of the Agency for overtime worked in excess of forty (40) hours in any designated workweek, but in no event shall such compensation be received twice for the same hours.

Section 2.

Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours on duty except that a minimum of two (2) hours of overtime will be guaranteed in instances where an employee is called back to work. For the purpose of computing overtime, all time for which an employee is compensated, excluding holiday time off and other paid leave, shall be credited as time worked.

Section 3.

In the event that sufficient acceptable personnel do not voluntarily accept overtime, such additional personnel, as are deemed necessary by the Agency, shall be required to work overtime.

Section 4.

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

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

Section 5.

With the approval of the supervisor, an employee may accrue up to a maximum of eighty (80) hours of compensatory time.

Section 6.

a. Professional employees (not covered under the FLSA) shall receive time off for authorized time worked in excess of a forty (40) hour workweek at the rate of one hour off for each hour over forty (40) in a workweek. This time off shall be utilized within the fiscal year earned, except as set forth below. Employees will take all necessary steps to request use of compensatory time during the fiscal year in which it was earned. Such compensatory time off will be scheduled at a time consistent with the Agency's work requirements. If the Agency is unable to schedule such time off within the fiscal year in which the compensatory time was earned, the Agency may pay off the accrued compensatory time or carry it forward into the next fiscal year. However, such carry forward may not increase the total compensatory time that may be accrued in that next year.

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

c. The Agency may allow accrual of additional hours of compensatory time above the eighty (80) hour maximum limit. The Agency may (1) require employees to utilize such time within sixty (60) days of the excess accrual, subject to Agency operating requirements, or (2) elect to pay off such hours.

d. Professional employees with accrued compensatory time shall utilize such time when there is a temporary lack of work due to a schedule change not occasioned by the Agency.

e. Sections 1 - 4 of this Article do not apply to employees exempt from the FLSA.

ARTICLE 31 - HEALTH & WELFARE

Section 1. Insurance.

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

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

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

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

Plan Year 2001. The Employer contribution shall be sufficient to cover the Public Employees Benefit Board's (PEBB) prototype plans and basic dental coverage within each tier as designated by PEBB annually for the employee and family. An employee may choose not to participate in a prototype plan and may select a plan of greater or lesser premium cost. If the employee selects a plan of greater cost, there may be out of pocket monthly expense to the employee. If the employee selects a plan of lesser cost, the employee may receive cash back. The amount of any out of pocket or cash back cost will be determined by PEBB.

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

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

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

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

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

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

ARTICLE 32 - WORKERS COMPENSATION

Section 1.

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

Section 2.

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

Section 3.

Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers Compensation, shall be equal to the difference between the Workers Compensation for lost time and the employee's net monthly salary or hourly 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 33 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENTS

Section 1. Travel and Mileage Allowance.

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

Section 2. Moving Expenses.

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

ARTICLE 34 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS

Section 1. Overpayments.

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

1. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

2. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

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

4. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

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

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

Section 2. Underpayments.

a. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. the Agency shall correct such underpayment made within a maximum period of two (2) years before the notification.

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

ARTICLE 35 - PARKING

If there are any proposed changes in parking rates for employees at any State owned or operated parking facility, the Agency agrees to notify the staff of such proposals when the proposals are made known to the Agency.

ARTICLE 36 - SALARIES

Section 1. General Salary Increases.

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

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

Section 2. Compensation Plan Squaring.

Effective September 1, 2001, the steps of the Compensation Plan shall be adjusted as attached. Individual employees shall remain at their current steps and maintain their current salary eligibility dates.

Section 3.

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

Agreement. Such Employer "pick up" or payment of the employee member monthly contributions to the System shall continue for the life of this Agreement.

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

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

Section 4.

See Appendix A for the classification plan with salary ranges as of July 1, 2001.

See Appendix B for salary schedule changes during the contract term.

ARTICLE 37 - 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, sick-out, 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 38 - LEGISLATIVE ACTION

Section 1.

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

Section 2.

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

Section 3.

Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Sections, then the Employer and Union shall immediately meet, negotiate and agree on modifications or substitutions for the affected portion or portions of this Agreement pursuant to the procedures provided by Article 4 (Savings).

ARTICLE 39 - LEADWORK DIFFERENTIAL

Section 1.

Leadwork Differential shall be defined as a differential as indicated in Section 5 below for employees who have been assigned by their supervisor in writing "leadwork" duties over two (2) employees in their classification for ten (10) consecutive work days or longer. Leadwork is where, on a recurring basis, while performing essentially the same duties as the workers led, the employee has been directed to perform all of the following functions: orient new employees, when appropriate; assign and reassign tasks; transmit established standards of performance to workers; review work of employees to ensure conformance of work standards; provide informal assessment of workers' performance to the supervisor; and train employees in new work methods.

Section 2.

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

Section 3.

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

Section 4.

The differential shall be five percent (5%) above the employee's current monthly base rate of pay.

ARTICLE 40 - VEHICLES

Agency 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 nonbusiness hours for frequent, unscheduled or emergency state business.

2. In other circumstances where home garaging will clearly reduce the Agency's direct cost. (For example, theft, vandalism, etc.).

ARTICLE 41 - PERFORMANCE APPRAISAL

The employee will be rated by his/her immediate supervisor. The rater shall discuss at least annually the performance appraisal with the employee. The employee shall have the opportunity to provide his/her comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time. Any written comments of the employee shall be attached to the performance appraisal.

ARTICLE 42 - TERM OF AGREEMENT

Section 1.

This Agreement will be effective upon its signing and, except as amended or modified, will remain in full force and effect until June 30, 2003.

Section 2.

Negotiations for the successor Agreement will start as mutually agreed after January 1, 2003.

Section 3.

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.

ARTICLE 43 - HARDSHIP LEAVE

The Appointing Authority of the Agency may, at his/her discretion, allow employees, on a case-by-case basis and without setting precedent, to transfer accumulated vacation leave to a co-worker in the Agency who has exhausted accumulated leave while recuperating from, or involved in, what the Appointing Authority has determined to be an extended and continuing illness or injury of a catastrophic nature. Such transfers shall not exceed the hours necessary to cover the qualifying absence.

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

- a. An employee on Workers' Compensation or parental leave may not participate in this program either as a Doner or a Donee.
- b. Leave donations shall be posted to the Donee's sick leave account, to extent necessary to cover the qualifying absence.
- c. Donations from co-workers and/or management will be converted into an hourly rate and then applied to the Donee's account at his or her hourly rate.
- d. Any other requirements or conditions which may from time to time be determined by, or set forth, by the Agency Appointing Authority on a case-by-case basis.

ARTICLE 44 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

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

Section 1.

a. An appeal may be filed by an individual employee or a steward or a Council Representative on behalf of the employee, to the Agency personnel office within 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 45 - BILINGUAL DIFFERENTIAL

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

LETTER OF AGREEMENT - E-MAIL USE

This agreement is made and entered into by the State of Oregon hereinafter referred to as the "Employer," acting by and through its Department of Administrative Services on behalf of the Construction Contractors Board hereinafter referred to as the "Agency," and the American Federation of State, County and Municipal Employees Local 3581 Council 75 hereinafter referred to as the "Union."

The parties agree to the following: Union officers and stewards may have access to and utilize the E-Mail at the Agency for the following purpose:

To notify Agency union members of union meetings and the general content thereof.

Access and use of the E-Mail is subject to the following conditions:

a. The Agency will not incur any costs for Union E-Mail usage. The Union use of E-Mail will not adversely affect the use of the Agency's computer system for agency business.

b. The Agency has no obligation to purchase software so that Union officers and stewards have access to E-Mail, or that Union members have access to E-Mail. The Agency has no obligation to provide access to E-Mail where it is not currently available.

c. If the Union establishes or has established, at its own expense, a Web Page through the Internet, the Agency will permit employees to have access to and read the Web Page, where such capacity is provided. If the Agency discontinues its access to the Internet, it shall have no obligation to provide a different or alternative access to the Internet for Union members.

d. Where such Internet access is not currently provided, the Agency will have no obligation to provide access to the Web Page, nor will it be required to purchase software or subscriptions so that employees can have access to the Web Page.

e. If the Agency changes its E-Mail system or discontinues its use, it will have no obligation to the Union or to the employees to provide access to the E-Mail.

f. The use of E-Mail for Union business shall be limited to the following:

1. Short messages announcing time, date and location of Union meetings to Agency union members only.

2. General agenda items of a non-political nature. Any guest speakers invited to speak at the meeting shall be identified by name and title only; discussion of ballot measures or other political issues shall not be identified, but referred to as "topics of interest to public employees."

3. Location of more specific meeting information, such as Union bulletin board or Union officer.

g. Persons utilizing E-Mail for union business are limited to the following:

1. Union officers
2. Union Stewards

h. Persons utilizing E-Mail for Union business shall do so on their own time and not on Agency time. Employees reading notices of Union business shall do so on their own time and not on Agency time.

i. The use of E-Mail for Union business shall consist of one-way communication between those authorized in g. above and Union members. There shall be no use of E-Mail for interactive communication. Each E-Mail message transmission shall include the statement: "Do not respond to this message; this is a non-interactive message." prominently displayed at the beginning of the message.

j. It is understood that the use of E-Mail for Union business is not private, privileged or confidential, and that the news media or others may be able to obtain copies of E-Mails either sent or received on Agency computers.

k. This agreement is subject to compliance with Department of Administrative Services policy 03-21 on Acceptable Use of State Electronic Information Systems.

l. This letter of agreement expires on June 30, 2003.

m. The Union will hold the employer harmless against any lawsuits, claims, complaints or other legal or administrative actions where action is taken against the Union or its agents regarding any communications or effect of any communications that is a direct result of union officers, stewards or members' use of E-Mail for union purposes.

n. This agreement becomes effective on July 1, 2001.

APPENDIX A

CLASS NUMBER, TITLE AND SALARY RANGE

<u>Class No.</u>	<u>Classification</u>	<u>Salary Range</u>
C0102	Office Assistant 2	09
C0103	Office Specialist 1	12C
C0104	Office Specialist 2	15C
C0107	Administrative Specialist 1	17
C0108	Administrative Specialist 2	19
C0119	Executive Support Specialist 2	19
C0210	Accounting Technician 1	13
C0211	Accounting Technician 2	17
C0212	Accounting Technician 3	19
C0321	Public Service Representative 1	09
C0323	Public Service Representative 3	15
C0532	Word Processing Technician 3	15
C0812	Program Technician 1	23
C0813	Program Technician 2	27
C0816	Program Representative 1	22
C0817	Program Representative 2	26
C1215	Accountant 1	21
C1216	Accountant 2	23
C1217	Accountant 3	27
C1218	Accountant 4	30
C1481	Information Systems Specialist 1	17I
C1482	Information Systems Specialist 2	21I
C1483	Information Systems Specialist 3	24I
C1484	Information Systems Specialist 4	25I
C1485	Information Systems Specialist 5	28I
C1486	Information Systems Specialist 6	29I
C1487	Information Systems Specialist 7	31I
C1488	Information Systems Specialist 8	33I
C1520	Law Clerk	18
C1550	CCB Hearings Officer	29
C2110	Public Information Assistant	17
C5218	CCB Investigator/Mediator	23
C5231	Investigator 1	19
C5232	Investigator 2	21
C5233	Investigator 3	25

APPENDIX B

SALARY SCHEDULE 9/1/01								
RANG E	1	2	3	4	5	6	7	8
09	1361	1427	1496	1562	1625	1701	1773	1854
13	1625	1701	1773	1854	1938	2014	2108	2209
15	1773	1854	1938	2014	2108	2209	2314	2422
17	1938	2014	2108	2209	2314	2422	2535	2658
18	2014	2108	2209	2314	2422	2535	2658	2785
19	2108	2209	2314	2422	2535	2658	2785	2915
21	2314	2422	2535	2658	2785	2915	3055	3207
22	2422	2535	2658	2785	2915	3055	3207	3360
23	2535	2658	2785	2915	3055	3207	3360	3521
25	2785	2915	3055	3207	3360	3521	3690	3870
26	2915	3055	3207	3360	3521	3690	3870	4060
27	3055	3207	3360	3521	3690	3870	4060	4261
29	3360	3521	3690	3870	4060	4261	4465	4684
30	3521	3690	3870	4060	4261	4465	4684	4910
12C	1594	1663	1737	1814	1896	1976	2061	2159
15C	1814	1896	1976	2061	2159	2262	2368	2479
17I	2003	2096	2193	2294	2402	2515	2634	2756
21I	2340	2450	2566	2685	2810	2942	3080	3224
24I	2681	2804	2937	3075	3218	3370	3528	3694
25I	2905	3042	3186	3334	3491	3654	3826	4006
28I	3245	3397	3558	3723	3899	4082	4274	4475
29I	3470	3634	3803	3982	4170	4367	4572	4787
31I	3843	4023	4212	4410	4618	4834	5064	5301
33I	4186	4383	4590	4805	5033	5270	5517	5779

SALARY SCHEDULE
1/1/02*

RANG E	1	2	3	4	5	6	7	8
09	1401	1467	1536	1602	1665	1741	1813	1894
13	1665	1741	1813	1894	1978	2054	2150	2253
15	1813	1894	1978	2054	2150	2253	2360	2470
17	1978	2054	2150	2253	2360	2470	2586	2711
18	2054	2150	2253	2360	2470	2586	2711	2841
19	2150	2253	2360	2470	2586	2711	2841	2973
21	2360	2470	2586	2711	2841	2973	3116	3271
22	2470	2586	2711	2841	2973	3116	3271	3427
23	2586	2711	2841	2973	3116	3271	3427	3591
25	2841	2973	3116	3271	3427	3591	3764	3947
26	2973	3116	3271	3427	3591	3764	3947	4141
27	3116	3271	3427	3591	3764	3947	4141	4346
29	3427	3591	3764	3947	4141	4346	4554	4778
30	3591	3764	3947	4141	4346	4554	4778	5008
12C	1634	1703	1777	1854	1936	2016	2102	2202
15C	1854	1936	2016	2102	2202	2307	2415	2529
17I	2043	2138	2237	2340	2450	2565	2687	2811
21I	2387	2499	2617	2739	2866	3001	3142	3288
24I	2735	2860	2996	3137	3282	3437	3599	3768
25I	2963	3103	3250	3401	3561	3727	3903	4086
28I	3310	3465	3629	3797	3977	4164	4359	4565
29I	3539	3707	3879	4062	4253	4454	4663	4883
31I	3920	4103	4296	4498	4710	4931	5165	5407
33I	4270	4471	4682	4901	5134	5375	5627	5895

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

SALARY SCHEDULE
2/1/03*

RANG E	1	2	3	4	5	6	7	8
09	1443	1511	1582	1650	1715	1793	1867	1951
13	1715	1793	1867	1951	2037	2116	2215	2321
15	1867	1951	2037	2116	2215	2321	2431	2545
17	2037	2116	2215	2321	2431	2545	2663	2792
18	2116	2215	2321	2431	2545	2663	2792	2926
19	2215	2321	2431	2545	2663	2792	2926	3062
21	2431	2545	2663	2792	2926	3062	3210	3369
22	2545	2663	2792	2926	3062	3210	3369	3530
23	2663	2792	2926	3062	3210	3369	3530	3699
25	2926	3062	3210	3369	3530	3699	3877	4066
26	3062	3210	3369	3530	3699	3877	4066	4265
27	3210	3369	3530	3699	3877	4066	4265	4477
29	3530	3699	3877	4066	4265	4477	4691	4921
30	3699	3877	4066	4265	4477	4691	4921	5158
12C	1683	1754	1830	1910	1994	2076	2165	2268
15C	1910	1994	2076	2165	2268	2376	2488	2604
17I	2104	2202	2304	2410	2524	2642	2767	2895
21I	2458	2574	2696	2821	2952	3091	3236	3387
24I	2817	2946	3086	3231	3381	3541	3707	3881
25I	3052	3196	3347	3503	3668	3839	4020	4209
28I	3409	3569	3738	3911	4096	4289	4490	4701
29I	3646	3818	3995	4183	4381	4588	4803	5029
31I	4037	4227	4425	4633	4852	5079	5320	5569
33I	4398	4605	4822	5048	5288	5537	5796	6071

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Signed this 29th day of October, 2001, at Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES

Mike Greenfield, Director
Department of Administrative Services

Greg Schneider, Council Representative
AFSCME

Dan Kennedy, Administrator
Human Resource Services Division

Linda Burns, Union Bargaining Team

Mike Halpern, Labor Relations Manager
Labor Relations Unit

Bruce Buffington, Union Bargaining Team

Craig Smith, Administrator
Construction Contractors Board

Bill Ridgway, Union Bargaining Team

Linda Teet, Manager
Administrative Services Section
Construction Contractors Board

Kristie Patten, Manager
Licensing Section
Construction Contractors Board