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IDnum 154 **Language** English **Country** United States **State** OR

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

Local 75

Occupations Represented
inspectors, testers, sorters, samplers, and weighers

Bargaining Agency State of Oregon Department of Administrative Services

Agency industrial classification (NAICS):

92 (Public Administration)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

BETWEEN

THE

STATE OF OREGON

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES

FOR THE

DEPARTMENT OF CONSUMER AND BUSINESS SERVICES
BUILDING CODES DIVISION

2001-2003

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>Page</u>
PREAMBLE.....	1
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	1
ARTICLE 3 - LAWS, REGULATIONS AND SAVINGS.....	1
ARTICLE 4 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION.....	2
ARTICLE 5 - UNION SECURITY.....	2
ARTICLE 6 - DISCIPLINE AND DISCHARGE.....	4
ARTICLE 7 - GRIEVANCE PROCEDURE.....	5
ARTICLE 8 - PERSONNEL RECORDS.....	8
ARTICLE 9 - FILLING OF VACANCIES.....	9
ARTICLE 10 - TRIAL SERVICE.....	10
ARTICLE 11 - CLASSIFICATION AND CLASSIFICATION CHANGES.....	11
ARTICLE 12 - LAYOFF.....	14
ARTICLE 13 - PAYDAY AND PAY ADVANCES.....	18
ARTICLE 14 - HOURS OF WORK.....	19
ARTICLE 15 - HOLIDAYS.....	20
ARTICLE 16 - VACATION LEAVE.....	21
ARTICLE 17 - SICK LEAVE.....	24
ARTICLE 18 - OTHER LEAVES.....	26
ARTICLE 19 - PERFORMANCE APPRAISAL.....	28
ARTICLE 20 - SALARY ADMINISTRATION.....	29
ARTICLE 21 - OVERTIME.....	30
ARTICLE 22 - HEALTH AND WELFARE INSURANCE.....	31
ARTICLE 23 - TRAVEL, MILEAGE AND MOVING ALLOWANCE.....	33
ARTICLE 24 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS.....	33
ARTICLE 25 - SALARIES.....	34
ARTICLE 26 - STRIKES, LOCKOUTS AND PICKET LINES.....	35
ARTICLE 27 - LEGISLATIVE ACTION.....	36
ARTICLE 28 - SUCCESSOR NEGOTIATIONS.....	36
ARTICLE 29 - TERM OF AGREEMENT.....	37
ARTICLE 30 - LEADWORK DIFFERENTIAL.....	37
ARTICLE 31 - LABOR-MANAGEMENT COMMITTEE.....	37
ARTICLE 32 - CONTRACTING OUT.....	38
ARTICLE 33 - JURISDICTIONAL TRANSFERS.....	38
ARTICLE 34 - UNION STEWARDS.....	39
ARTICLE 35 - HEALTH AND SAFETY.....	39
ARTICLE 36 - EDUCATION AND TRAINING.....	40
ARTICLE 37 - INCLEMENT CONDITIONS.....	41
ARTICLE 38 - POSITION DESCRIPTIONS/WORK PLANS.....	41
ARTICLE 39 - OUTSIDE EMPLOYMENT.....	42
ARTICLE 40 - ALTERNATE METHODS OR MATERIALS OF CONSTRUCTION.....	42
ARTICLE 41 - LIMITED DURATION APPOINTMENTS.....	42
ARTICLE 42 - EXAMINATION FEES.....	43
ARTICLE 43 - CLIENT COMPLAINT PROCEDURE.....	43
ARTICLE 44 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS.....	43
ARTICLE 45- BILINGUAL DIFFERENTIAL.....	44
LETTER OF AGREEMENT - #1.....	45
LETTER OF AGREEMENT - #2.....	46
LETTER OF AGREEMENT - #3.....	47
APPENDIX A.....	49
APPENDIX B.....	51

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 Department of Consumer and Business Services (hereinafter the " Department A), Building Codes Division (hereinafter the "Division") and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the "Union"), for the purpose of determining wages, hours, working conditions and other terms and conditions of employment affecting members of the bargaining unit as certified by the Employment Relations Board.

It is further the intent of this Agreement that the parties will mutually strive to maintain a suitable and safe working environment for all employees. The Employer agrees to abide by standards of safety and health in accordance to the Oregon Statutes and Administrative Rules.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

The Employer and the Department recognizes the Union as the sole and exclusive bargaining agent for: All classified employees of the State of Oregon, Building Codes Division, excluding supervisory, confidential, temporary and part-time employees working less than thirty-two (32) hours per month.

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

ARTICLE 3 - LAWS, REGULATIONS AND SAVINGS

This Agreement is subject to all applicable existing and future State and Federal laws and regulations.

In the event any provision of this Agreement is declared invalid by any court of competent jurisdiction or by ruling of the Employment Relations Board, then only such portion

or portions shall become null and void and the balance of the Agreement remain in effect. The Employer and the Union agree to immediately meet, negotiate and agree upon a substitute for the portion or portions of the Agreement so affected and to bring into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time, the provision of Article 26 shall not apply.

ARTICLE 4 - 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, color, religion, sex, sexual preference, national origin, disability, marital status, or political affiliation. The Union further agrees that it will support the Department's implementation of applicable Federal and State laws, regulations, and guidelines including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375 and the Governor's Policy and Guidelines for Affirmative Action Plans in State Agencies.

Section 2.

All complaints alleging any form of discrimination in violation of this Contract shall be submitted to the Director or his/her designee. A meeting with the complainant will be held within fifteen (15) calendar days of the receipt of the complaint. If satisfactory solution cannot be reached, the Director or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the Department to the complainant and the Union. If the complaint is not resolved, the employee or the Union may submit such complaint to the Bureau of Labor and Industries, Civil Rights Division; except that complaints alleging discrimination because of sexual preference or political affiliation may be submitted to the Department of Administrative Services, Labor Relations Unit if unresolved by the Department. Department of Administrative Services, Labor Relations Unit will review the complaint, attempt to resolve it, and/or issue its findings to the employee and the Union.

ARTICLE 5 - UNION SECURITY

Section 1.

On the first (1st) pay period of each month, the Department shall deduct from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions pursuant to ORS 292.055, a sum equal to Union dues. This deduction shall begin on the first (1st) payroll period following such authorization and shall continue from month to month for the life of this Agreement.

Section 2.

Employees in the bargaining unit who are not members of the Union shall make payments-in-lieu-of dues which shall be the equivalent of regular Union dues. Beginning with the first (1st) payroll period after the execution of this Agreement and on each period thereafter,

the State will deduct from the wages of each bargaining unit employee who is not a Union member the payments-in-lieu-of dues required by this Article. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment. The State shall remit a payment for all said deductions to the Union by the 20th of the month after the deductions are made. Said payment shall be accompanied by a listing of the names and social security numbers of all employees from whom deductions were made.

Section 3.

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

Section 4.

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

Section 5.

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

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

Section 6.

The Union shall provide the Personnel Unit with Union application/ authorization forms. The Personnel Unit shall supply said applications to prospective members upon request and shall process completed applications, forwarding a copy to the Union immediately upon receipt.

Section 7.

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

Section 8.

Designated stewards may use 8 hours annually of accrued vacation, personal leave, compensatory time off leave without pay to attend Basic Steward Training. The Division will not incur any overtime liability or any other expense as a result of stewards attending this training. Leave requests will be submitted through the normal Division process and be subject to the operating needs of the employee's work unit.

Section 9.

The Division shall continue to provide a bulletin board at the Salem Office and shall provide bulletin board space in each field office.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1.

a. The principles of progressive discipline shall be used when appropriate and subject to an employee's FLSA status. No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause. Notwithstanding Section 1(b) of this article, the salary basis requirements of the FLSA will be followed when a FLSA exempt employee is reduced in pay, suspended without pay or demoted.

b. Discipline may include letter of reprimand, reduction in pay, demotion, suspension and dismissal.

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 Unit within ten (10) calendar days from the effective date of the discharge. Such appeal shall be heard by the arbitrator pursuant to the terms and conditions outlined in Section 4 to Section 14 of Article 7 (Grievance Procedure).

b. An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion or suspension of a regular status employee may be appealed to Step 2 of the Grievance Procedure within fifteen (15) calendar days from the effective date of the action. Any further appeal of an action specified in sub (b) shall follow the procedure and time frames outlined in Article 7 (Grievance Procedure).

Section 3.

A written predissmissal notice shall be given to a regular status employee against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Department Director or designee 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 Department Director, the employee may be suspended with pay or be allowed to continue work as specified within the predissmissal notice.

Section 4.

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

Section 5.

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

Section 6.

Employees may be subject to progressive discipline, up to and including dismissal, for violation of adopted Department policies and procedures.

Section 7.

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

Section 8.

Upon request, an employee shall have the right to Union representation during an investigatory interview that an employee believes could result in disciplinary action. The employee will have the opportunity to consult with a Steward before the interview but such consultation shall not cause an undue delay in the interview.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1.

Grievances are defined as acts, omissions, applications, meaning or interpretation alleged to be violations of the terms and conditions of this Agreement.

Section 2.

It is the intent of the Department and the Union to resolve employee problems and complaints, or differences in the interpretation of the contract, by informal methods if possible.

However, if the Union or an employee desires a formal resolution of any grievance or dispute, which arises concerning the application, meaning, or interpretation of this Agreement (except complaints of discrimination in Article 4), such grievance shall be resolved as provided under Section 3 of this Article.

Section 3. Grievance Steps.

STEP 1. Any affected employee shall submit the Building Codes Fact Sheet (Appendix A) to the employee's immediate excluded supervisor within thirty (30) calendar days of the date of the alleged breach of this Agreement. The immediate supervisor and employee shall discuss the issues described in the Fact Sheet. If the issue is not resolved through discussion with the supervisor, the supervisor shall respond in writing to the employee within fifteen (15) calendar days from the date of the meeting, with a copy to the Union.

STEP 2. If the issue remains unresolved at STEP 1, it may be filed as a written grievance with the Department Director or designee within fifteen (15) calendar days after the response required by STEP 1 was due. The grievance shall be submitted on the AFSCME Official Grievance Form and shall be limited to those issues described in the Fact Sheet. The Department Director or designee shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

Section 4. Department of Administrative Services Review.

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

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

Section 5. Submission to Arbitration.

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

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

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

Section 6. Mediation.

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

Section 7. Selection of the Arbitrator.

In the event that arbitration becomes necessary, the Union and the Department of Administrative Services will jointly request from the Employment Relations Board the names of five (5) qualified arbitrators. They will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list one (1) name at a time until only one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator and arbitration hearings shall commence within fifteen (15) calendar days thereafter, unless otherwise mutually agreed by the parties.

Section 8. Arbitrator's Authority.

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

Section 9. Expenses of Arbitration.

Arbitrator 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 divided 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 10.

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

Section 11.

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

Section 12.

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

Section 13.

Time limits may be extended by written agreement of the parties.

Section 14.

Failure of the aggrieved party to comply with the time limits outlined above shall constitute abandonment of the grievance. If at any step of the grievance procedure the Employer does not issue a written response within the specified timeframes, the grievance may be advanced to the next step in the grievance procedure.

ARTICLE 8 - PERSONNEL RECORDS

Section 1.

An employee may, upon request, inspect the contents of the employee's official Department personnel file. No grievance shall be kept in the personnel files after the grievance has been resolved except the resolution.

Section 2.

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

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

If an employee is not available within a reasonable period of time to sign the material or the employee refuses to sign the material, the Department may place the material in the file provided a statement has been signed by two (2) management representatives that a copy of the document was mailed to the employee at the employee's address of record. A copy will also be mailed to the Union.

Section 3.

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

Section 4.

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

Section 5.

At the employee's request, record of disciplinary actions shall be removed three (3) years after the effective date of the action provided no incident of a similar nature has been documented in the intervening time. The employee will be sent the requested document within five (5) work days from the receipt of request. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 6.

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

ARTICLE 9 - FILLING OF VACANCIES

Section 1.

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

The Department recognizes the quality of existing employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

The Department will determine whether a vacancy is to be filled, and will make the determination, the method/means to fill that vacancy and appoint the individual of their choosing.

Section 2.

The employee is responsible for preparation for advancement and qualifying for promotion within the bargaining unit.

Section 3. Notice

a. Where a current open competitive list of candidates exists, the Department shall provide notice of intent to fill a vacancy through an e-mail vacancy listing, published at least bimonthly, and posting on official Division bulletin boards for five (5) work days for employees who are interested in a lateral transfer.

b. Where no open competitive list exists, the Department shall provide notice of intent to fill a vacancy through an email vacancy listing, published at least bimonthly, and posting the position announcement for a minimum of ten (10) work days on official Division bulletin boards prior to the closing date of the announcement.

c. All vacancy information will be mailed directly to employees who do not have email access.

Section 4. Lateral Transfers

“Lateral transfer” means to transfer or be transferred from one position to another in the same classification or salary range. “Transfer list” means the list of qualified employees who have requested in writing a lateral transfer through the Department’s Employee Services Section. Employees are responsible for requesting placement and/or removal from the lateral transfer list.

Section 5.

The Agency will interview qualified current bargaining unit employees for vacancies the Agency is filling provided those current bargaining unit employees are on the list being used by the Agency to fill the vacancy.

ARTICLE 10 - TRIAL SERVICE

Section 1.

Except for lateral transfers involving regular status employees, all employees appointed to a position shall serve a trial service period of six (6) months. A regular status employee who transfers from one position to another in the bargaining unit shall serve a three (3) month trial service period.

Section 2.

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

If such employee was previously a regular status employee in another bargaining unit position in the Department immediately prior to the employee's present appointment, the employee shall be reinstated to the employee's former classification unless charges are filed and the employee is discharged as provided in Article 6 (Discipline and Discharge).

Section 3.

An employee who is transferred or demoted to another position in the Department bargaining unit prior to the completion of the initial trial service period shall complete a new trial service period of six (6) months.

Section 4.

An employee's trial service period may be extended in instances where an employee has a leave of absence. A leave of absence shall extend the trial service period by the number of calendar days of the leave taken by the employee.

Section 5.

If an employee is removed from the employee's position during the employee's trial service period the employee shall not have rights to appeal the Department's decision.

ARTICLE 11 - CLASSIFICATION AND CLASSIFICATION CHANGES

Section 1. Work Out of Classification.

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

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

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

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

Section 2. Revision of Classification Series.

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

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

c. Employees shall be informed of their allocation into the new classification system by the Employer. Appeals to position allocation in the new classification system shall be filed by the employee with the Human Resource Manager. Such appeals shall be forwarded to an Department of Administrative Services Review Committee consisting of two (2) members designated by the Employer and two (2) members designated by the Union. All allocation appeals shall be resolved in the manner which has been established for all AFSCME allocation appeals during recent negotiations at the State central table.

Section 3. Reclassification Procedure.

a. A complete updated Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Department Employee Services Section.

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

Section 4. Upward Reclassification.

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

Section 5. Downward Reclassification.

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

b. The Department shall notify an employee in writing of a downward reclassification of the employee's position and the specific reasons for doing so within thirty (30) days prior to the effective date.

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

d. No employee shall be reclassified downward while other employees with less service credits remain in the original class.

Section 6. Equal Reclassification Rate.

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

Section 7. Pay for Upward Reclassification.

Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then whatever step of a new salary range constitutes a pay increase. If the new salary rate is less than a four percent (4%) increase, then the employee's rate shall be the next step of the new salary range. In no case shall it exceed the new salary range maximum.

Section 8. Pay Date of Upward Reclassification.

The effective date of a reclassification shall be the first of the month following the month in which the reclass was received by the Department's Employee Services Section. If approved by the Legislative Review Agency or the Department of Administrative Services, the employee will receive a lump sum payment if eligible. The lump sum payment shall be the difference between the current salary rate including work out of classification pay, if any, and the proposed salary rate. The lump sum payment will cover the period beginning the first of the month following the month in which the reclass request was received by the Department's Employee Services Section to the date the reclassification is implemented.

The employee does not retain the employee's old salary eligibility date. A new salary eligibility date will be established twelve (12) months from the effective date of the reclassification.

Section 9. Pay for Upward Reclassification Denial.

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

Section 10.

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

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

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

b. If the Department's response does not resolve the matter, the Union may within fifteen (15) calendar days from the date of the Department response, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to Section 4 of Article 7 (Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Division of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Department's written response in sub (a) of this Section. The appeal must state the following:

The reason(s) why the decision was arbitrary.

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

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

This Section shall supersede Section 5 of Article 7 (Grievance Procedure) on the delineation of the arbitrator's authority on matters spoken to in this Article.

ARTICLE 12 - LAYOFF

Section 1.

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

Section 2.

During the life of this Agreement, the parties agree to meet and discuss the affirmative action policies of this Department as they relate to the layoff procedures of this Article. If mutual agreement can be reached and subject to the ratification by the Department of Administrative Services, Labor Relations Division as representative of the Department and the Union, that agreement shall become part of this Agreement and will govern bypass during layoff of certain protected class individuals.

Additionally, up to four (4) employees may be protected from layoff for up to ninety (90) days if their loss would demonstrably work a hardship on the operation of the Department. Extensions may be granted by mutual agreement of the parties.

Section 3.

The layoff procedure shall occur in the following manner:

a. The Department shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Department shall notify, in writing, all affected employees of their seniority and contractual bumping rights. The Department shall notify the Union of the seniority of all employees in all affected positions in writing. The Department shall also post a copy of the seniority of all affected positions in each geographic area on employee bulletin board and mail a copy to all employees not having a formal office.

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

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

d. An employee notified of a pending layoff shall select one (1) of the following options and communicate such choice in writing to the Personnel Unit Manager within five (5) calendar days from the date the employee is notified in writing and has a seniority list provided (in hand) to the affected employee.

1. The employee may displace an employee in the bargaining unit with the lowest seniority in the same classification for which the employee is qualified in the same geographical area or statewide in the bargaining unit where the layoff occurs.

2. The employee may displace an employee in the bargaining unit with the lowest seniority in a position in a classification and/or certification with the same salary range (lateral) for which the employee is qualified in the same geographic area or statewide where the layoff occurs.

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

4. The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any geographic area layoff list of the employee's choice, within the bargaining unit, for the classification from which the employee was laid off.

e. To be qualified for the options under Section 3(d)(1), (2), and (3) the employee must meet all of the minimum qualifications for the position's classification and must be capable of performing the specific requirements of the position as stated in the position description within two weeks. An employee who is seeking to bump another employee has no right to a trial service period of any duration in the position into which the employee is attempting to bump.

Further, the two week time period is for the purposes of orienting an employee to the position, not training the employee to perform the work. Therefore, it is necessary that the employee can perform all of the duties and responsibilities of the position as determined by the Department prior to bumping into the position.

If an employee meets the minimum qualifications but is not capable of performing the specific requirements of the lowest seniority position, the employee may displace or demote to the next lowest seniority position in the classification, provided that the incumbent in the next lowest position has a lower seniority than the employee displacing or demoting and that the employee is capable of performing the specific requirements of the position.

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

g. Job-Share.

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

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

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

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

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

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

Section 4.

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

a. One (1) point per month for each full month of unbroken service in State service excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part-time service shall be credited on a prorated basis. Periods of authorized leave without pay will be deducted from seniority calculations. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed.

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

1. Length of continuous service with the bargaining unit;
2. Length of continuous service in the job classification.

Section 5.

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

Section 6.

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

Section 7. Department Layoff Lists.

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

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

Section 8. Recall.

Employees who are on a bargaining unit layoff list shall be recalled by geographic area in seniority order beginning with the employee with the highest seniority who meets all of the minimum qualifications for the position and who is capable of performing the specific requirements of the position as stated on the position description within two (2) weeks. An employee who is seeking recall has no right to a trial service period of any duration in the position into which the employee is attempting to return. Further, the two week time period is for the purposes of orienting an employee to the position, not training the employee to do the work. Therefore, it is necessary that the employee can perform all of the duties and

responsibilities of the position as determined by the Department prior to being recalled to the position.

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

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

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

Section 9. Geographic Area.

- a. Western Region
- b. Eastern/Central Region

Section 10.

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

ARTICLE 13 - 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 after 8:00 A.M. on the last working day of the month. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.

Section 2.

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

Section 3.

The parties agree that pay advances will be kept to an absolute minimum and are for emergencies. Within that context, employees may obtain an advance on their salary. The amount of the request shall not exceed sixty percent (60%) of gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth of the month. If any employee requests more than one (1) pay advance in any twelve (12) month period, management has the right to deny it, if a valid emergency does not exist.

ARTICLE 14 - HOURS OF WORK

Section 1.

The workweek is defined as seven (7) consecutive calendar days beginning on 12:01 a.m. on Monday and ending on the following Sunday at 12:00 midnight. A workday is the twenty-four (24) hour period beginning at 12:01 a.m. each day and ending at 12:00 midnight.

Section 2.

a. A regular work schedule is five (5) consecutive eight (8) hour days beginning on Monday and ending on Friday.

b. Alternative work schedules are anything other than five (5) consecutive eight (8) hour days with regularly established starting and stopping times.

c. A flexible work schedule is a schedule which varies the number of hours worked on a daily basis, but not necessarily each day, or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but which does not exceed forty (40) hours in a workweek.

d. Alternative work schedules for a minimum duration of thirty (30) calendar days may be initiated by the employee or the Department. Such changes may be made upon fourteen (14) consecutive calendar days notice and decisions regarding such changes will be based on the operational needs of the Department.

Section 3.

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

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

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

Section 4.

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

Section 5.

An employee desiring a change in work schedule may request such change to the employee's supervisor. If the supervisor approves the change in the employee's work schedule, the employee waives all rights to reporting pay, overtime compensation, and shift differential associated with the request.

ARTICLE 15 - HOLIDAYS

Section 1.

The following compensable holidays shall be recognized:

- a. New Year's Day on January 1;
- b. Martin Luther King, Jr.'s Birthday on the third Monday in January;
- c. President's Day on the third Monday in February;
- d. Memorial Day on the last Monday in May;
- e. Independence Day on July 4;
- f. Labor Day on the first Monday in September;
- g. Veterans Day on November 11;
- h. Thanksgiving Day on the fourth Thursday in November;
- i. Christmas Day on December 25;
- j. Every day appointed by 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 with any 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 the holiday pay as provided for by Section 2 of this Article plus compensatory time off or cash for all such time worked at the rate of time and one-half (1-1/2). The rate at which an employee shall be compensated for working on a holiday shall not exceed the rate of time and one-half (1-1/2) in addition to holiday pay.

Section 4.

An employee will receive compensatory time off for holiday time worked unless the employee requests, in writing, cash.

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 will receive prorated share of eight (8) hours 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 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.

Section 6.

Employees working an alternative work schedule as defined in Article 14, Section 2(b) of the Agreement shall revert to a regular work schedule for the week in which a holiday occurs.

ARTICLE 16 - VACATION LEAVE

Section 1. Vacation Leave for Full-Time Employees.

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

After six (6) months through fifth (5th) year

Twelve (12) workdays for each twelve (12) full months of service (eight (8) hours per month)

After fifth (5th) year through

Fifteen (15) workdays for each

tenth (10th) year	twelve (12) full months of service (ten (10) hours per month)
After tenth (10th) year through fifteenth (15th) year	Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)
After fifteenth (15th) year through twentieth (20th) year	Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) hours per month)
After twentieth (20th) year	Twenty-four (24) workdays for each twelve (12) full months of service (sixteen (16) hours per month)

A full-time employee working less than a full month shall accrue vacation leave on a pro rata basis, provided that the employee works thirty-two (32) hours or more in that month. If an employee has a break in service and that break does not exceed two (2) years, the employee shall be given credit for the time worked prior to the break in service.

Section 2. Vacation Leave for Part-Time Employees.

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

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

A part-time employee shall not be eligible to take initial vacation leave until the employee has worked thirty-two (32) hours or more in each of six (6) calendar months. Vacation leave

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

Section 3. Eligibility for Vacation Credits.

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

Section 4. Restoration of Vacation Leave Credits.

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

Section 5. Termination Vacation Pay.

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

Section 6. Scheduling of Vacations.

Vacations shall be scheduled at a time mutually acceptable to the Department and the employee and consistent with the work requirements of the Department.

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. An employee transferring in from another State Agency may transfer up to eighty (80) hours of accrued vacation leave. Where vacation leave is requested and denied resulting in loss of leave, the employee shall be authorized to cash out not less than twenty-four (24) hours and no more than forty (40) hours of vacation leave accrued.

Section 8.

If the Department cancels a Department approved vacation in which unrecoverable deposits have been paid by an employee, the Department shall reimburse the employee for the deposits. The Department shall require written proof of unrecoverable deposits.

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, all monies due the employee for accrued vacation and salary shall be paid as provided by law.

ARTICLE 17 - 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 the full month but at least thirty-two (32) hours during the month shall accrue sick leave with pay on a pro rata basis for the month.

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 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.

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The Department has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Department to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) days, or if the Department has evidence that the employee is abusing sick leave privileges. The Department may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the Department has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.

Section 5. Sick Leave With Pay on Termination.

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

Section 6. Restoration of Sick Leave Credits.

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

Section 7. Sick Leave Without Pay.

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

The Department shall grant sick leave without pay for any nonjob-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 and/or practitioner that the employee is physically and/or mentally able to perform the duties of that position. No compensatory time, vacation time or other accumulated time shall be deducted from the employee's time unless directed by the employee in writing. If such direction is not given by the employee, leave without pay shall be granted.

After earned sick leave has been exhausted, the Department may grant sick leave without pay for any non-job-incurred injury or illness.

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

Section 8.

An employee shall have all of the employee's accrued sick leave credits transferred when the employee is transferred to the Department from a different State Department. An employee shall have all of the employee's accrued sick leave credits transferred when the employee is transferred to a different State Department if allowed by that Department's rules or Collective Bargaining Agreement.

Section 9.

The Department shall allow employees to transfer vacation leave to a co-worker for use by employees recuperating from, or involved in, an extended and continuing illness or injury of a serious nature who have exhausted all accumulated leave. Hours of leave donated will be converted at the Donor's hourly rate. Approved leave shall be converted into sick leave hours at the Donee's hourly rate into a dollar amount. Deductions shall be made accordingly.

Applications for hardship leave shall be in writing and sent to the Department's Employee Services Section and accompanied by the treating physician's written statement certifying the illness or injury. The Department's Office of Employee Services will review the request and either approve or disapprove the request.

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

- a.** Employees on Workers' Compensation, parental leave or receiving short- or long-term disability benefits may not participate in this program as a Donee.
- b.** All accumulated leave hours must be donated and transferred in blocks of two hours or more. All hours of leave donated from co-workers and/or management will be converted into an hourly rate and then applied to the Donee's account at his/her hourly rate.
- c.** The employees may be asked to disclose information about all insurance policies or employee benefits.
- d.** Any other requirements or conditions shall be determined or set forth by the Division Administrator on a case-by-case basis.

ARTICLE 18 - OTHER LEAVES

Section 1. Leaves With Pay.

a. Personal Leave. After completion of trial service, regular, permanent, full-time employees shall be entitled to sixteen (16) hours of personal leave with pay for each fiscal year. Part-time, job-share, and seasonal employees shall be granted eight (8) hours of personal leave if it is anticipated they will work one thousand and forty (1,040) hours for the fiscal year. Should a part-time, job-share, or seasonal employee fail to work one thousand and forty (1,040) hours for the first fiscal year, the value of personal leave time used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Department and the employee.

b. Pre-Retirement Counseling Leave. Within ten (10) years of the employee's eligibility for retirement, each employee shall be granted a total of three and a half (3-1/2) days leave with pay to pursue bona fide pre-retirement programs. Employees shall request the use of leave provided in this section at least five (5) days prior to the intended day of use.

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

When the date requested for pre-retirement leave cannot be granted for the above reason, the Department shall offer a choice from three (3) other sets of dates. The leave

discussed under this Section may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance, and other retirement income.

c. Service With A Jury. An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Department reserves the right to petition for removal of the employee from jury duty if, in the Department's judgment, the operating requirements of the Department would be hampered.

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

e. Military Training Leave. An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any calendar 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.

f. Test and Interview Leave. With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Department; up to two (2) hours with pay shall be allowed for an interview for a position with another State Agency or a position within the Department.

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

Section 2. Leaves Without Pay.

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

leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43.

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

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

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

ARTICLE 19 - PERFORMANCE APPRAISAL

Section 1. Performance Appraisal.

The employee's performance will be rated by the employee's immediate excluded supervisor. The rater shall discuss the performance appraisal with the employee. The employee shall have the opportunity to provide the employee's 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.

Section 2.

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

Section 3.

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

Section 4.

Salary administration shall be based upon a performance-based system. Employees shall be granted an annual performance pay increase on their eligibility date if the employee is not at the top of the salary range of their classification. Employees shall receive a notice related to the deficiencies as they are noted prior to the completion of the performance evaluation period. Such notice shall provide the employee with reasonable opportunity to correct the problem prior to the end of the evaluation period.

Performance Based Pay shall use the following criteria:

- a. Classification specifications developed and promulgated by the Department of Administrative Services.
- b. An individual position description, reduced to writing.
- c. Written memoranda including Letters of Instruction when necessary. Work Plans will not be accepted as a substitute for notice of deficiencies.
- d. Disciplinary action.

The above criteria shall be the primary factors upon which an employee's performance is judged and upon which annual performance pay decisions are determined.

Employees shall be eligible for performance increases at the first of the month following intervals as prescribed under Article 20, Section 1 Salary Administration, of this Agreement.

Section 5.

The Department will strive to insure consistency, fairness and equity when performance appraisals are composed and presented.

ARTICLE 20 - SALARY ADMINISTRATION

Section 1. Merit Salary Increase.

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

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

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

Section 2. Salary on Demotion.

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

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

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

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

Section 3. Salary on Promotion.

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

Section 4. Salary on Lateral Transfer.

An employee's salary and merit review date shall at a minimum remain the same when transferring from one position to another which has the same salary range.

Section 5. Effect of Break in Service.

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

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

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

ARTICLE 21 - OVERTIME

Section 1.

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

Section 2.

Time worked for the purpose of this Agreement is all hours worked, including any paid leave.

Section 3.

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

Section 4.

The Department shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization. Prior authorization may be granted on a case by case basis, or in general, based on a common situation. In the event that sufficient acceptable personnel do not voluntarily accept overtime, such additional personnel, as are deemed necessary by the Department, shall be required to work overtime.

Section 5.

Employees shall have the option of receiving pay for overtime or accruing compensatory time. An employee may accrue up to a maximum of eighty (80) hours of compensatory time. By mutual agreement, this limit may be exceeded, but in no event shall exceed 240 hours.

(Note: See LOA on Overtime)

ARTICLE 22 - HEALTH AND WELFARE INSURANCE

Section 1.

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

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.

Section 2.

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 23 - TRAVEL, MILEAGE AND MOVING ALLOWANCE

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

ARTICLE 24 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS/ UNDERPAYMENTS

Section 1. Overpayments.

a. In the event that an employee receives wages or benefits from the Department to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Department 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 Department 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 Department 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 Department 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 Department service before the Department fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

b. An employee who disagrees with the Department'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 Department'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 Department 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 Department shall correct any such underpayment made within a maximum period of two years before the notification.

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

ARTICLE 25 - SALARIES

Section 1. PERS Pickup.

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.

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

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

transition shall be done in a manner to assume continuous payment of either the 6% pickup or a 6% salary increase.

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

Section 2.

The Employer agrees to establish a 10% pay differential above the employee's straight time pay rate effective July 1, 1999 for employees occupying positions classified as Program Technician 2 that have the working titles of Chief Electrical Inspector, Chief Plumbing Inspector, Code Specialist, Mechanical, One and two Family Dwellings and Codes Specialist Manufactured Structures/Parks/Prefab. This differential shall automatically terminate on the expiration date of this Agreement.

Section 3. 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 pat-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%).

(NOTE: *Participating bargaining unit members is intended to include anyone red-circled.*)

Step 4. Compensation Plan Squaring:

Effective September 1, 2001, the steps of the compensation plan shall be adjusted as attached in Appendix B. Individual employees shall remain at their current steps and maintain their current salary eligibility dates.

ARTICLE 26 - STRIKES, LOCKOUTS AND PICKET LINES

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

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

Upon notification confirmed in writing by the Department to the Union that certain bargaining unit employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall advise such striking employees in writing, with a copy to the

Department, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity.

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

ARTICLE 27 - LEGISLATIVE ACTION

Section 1.

Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted promptly by the Department of Administrative Services to the Legislative Assembly and both parties shall jointly recommend passage of the funding and statutory changes.

Section 2.

Should the legislature not be in session at the time agreement is reached, the funding provisions of this Agreement shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both parties shall jointly recommend passage.

Section 3.

Should the legislature not be in session at the time agreement is reached, all other legislation necessary for the implementation of this Agreement shall be submitted to the next session (whether regular or special) of the Legislative Assembly.

ARTICLE 28 - SUCCESSOR NEGOTIATIONS

Section 1.

If one of the parties desires to modify the Agreement, they shall notify the other party in writing no less than one hundred and eighty (180) days prior to the termination of this Agreement.

Section 2.

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

Section 3.

The Department will allow up to four (4) identified employees to attend collective bargaining sessions as members of the Union's negotiating team for a combined total of no more

than 160 hours of worktime. No overtime, per diem, or any other compensation will be paid except as mutually agreed to by the parties of this Agreement.

ARTICLE 29 - TERM OF AGREEMENT

This Agreement shall be in effect July 1, 2001 or upon signing of the Agreement, whichever is later, and expires June 30, 2003.

ARTICLE 30 - LEADWORK DIFFERENTIAL

Section 1.

Leadwork Differential shall be defined as a differential as indicated in Section 5 below. Leadwork applies for employees who have been assigned by their supervisor in writing, "leadwork" duties over four (4) employees in the same class as the employee, unless management determines a lesser amount is appropriate. The assignment must be for over ten (10) consecutive work days. 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 with 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.

Leadwork Differential shall not be applied to sick leave, vacation, or any other leave with pay condition when an absence is more than thirty (30) calendar days or when leadwork duties are removed.

Section 5.

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

ARTICLE 31 - LABOR-MANAGEMENT COMMITTEE

Section 1. Purpose:

In order to facilitate communication between the parties and to promote cooperative employer-employee relations, the Department and Union agree to form a joint

Labor/Management Committee which shall meet as necessary to discuss matters of mutual concern.

Section 2. Committee Composition:

The Committee shall be composed of three (3) members appointed by the Union plus one (1) alternate and three (3) members appointed by the Director of the Department plus one (1) alternate. Representatives from Department of Administrative Services, Human Resource Services Division, Labor Relations Unit, the Union, or other individuals may be invited, who may provide information or act as advisors.

Section 3. Meetings:

The Labor/Management Committee shall meet each calendar quarter if necessary or otherwise by mutual agreement.

The Committee shall establish protocols on how the committee will work.

Section 4. Committee Authority:

The Labor/Management Committee shall have no power to violate, delete, add to or modify any provision of this Agreement; or to enter into any Letter of Agreement; negotiate, or to resolve disputes concerning the interpretation or application of any provision of this Agreement. The Committee shall be empowered to make joint recommendations on issues which are brought before it. The Committee may submit recommendations where appropriate.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the time frames of the settlement of disputes procedure (Article 7 - Grievance Procedure).

Section 5.

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

ARTICLE 32 - CONTRACTING OUT

The Employer agrees to provide sixty (60) days' notice to the Union and any employee who is being displaced due to contracting out of the primary function of that employee's position. Further, the Department will attempt to mitigate the impact on employees who are being displaced by submitting the issue to the Labor Management Committee pursuant to Article 31.

ARTICLE 33 - JURISDICTIONAL TRANSFERS

The provisions of this article will apply only if the employee in the position to be assumed requests transfer to another State position.

When the duties and position of an employee are to be assumed by a jurisdiction other than the State, the least senior employee in the classification, program, and geographic area or

statewide would be transferred to the affected position prior to the assumption, consistent with the provisions of applicable statutes.

The Department will not incur moving or other expenses as a result of employee actions taken pursuant to this Article.

ARTICLE 34 - UNION STEWARDS

Section 1.

The Union may select, and shall certify in writing to the Department those employees so designated to act as Union Stewards.

Section 2.

Stewards will be granted reasonable time during regularly scheduled working hours to process and investigate grievances and to represent bargaining unit employees in investigatory interviews. Such activities shall not unduly retard or interfere with the work and duties of the steward or employee(s) involved. Only one (1) union steward will be in pay status for any one (1) grievance. Supervisors may request that stewards maintain and submit a monthly activity report of work time spent investigating and processing grievances.

No steward will be granted per diem, transportation costs, overtime, or travel time to process or investigate grievances, or in the representation of bargaining unit employees during investigatory interviews.

ARTICLE 35 - HEALTH AND SAFETY

Section 1.

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

Section 2.

Proper safety devices and clothing shall be provided by the Department for all employees engaged in work where such devices are necessary to meet the requirements of the Department of Insurance and Finance or deemed necessary by the Department. Such equipment, where provided, must be used. Where the Department has provided protective devices or clothing in the past and it is deemed necessary under this Article, the practice will continue. Protective clothing and safety devices shall remain the property of the Department and shall be returned to the Department upon termination of employment.

Section 3.

If an employee claims that assigned equipment or job assignment is unsafe or might endanger the employee's health, and for that reason refuses to use the equipment or perform the assigned job, the employee shall immediately give the employee's reasons for this conclusion to their supervisor, in writing, who shall make an immediate determination in consultation with the

designated safety officer or representative of the appropriate governmental Agency as to the safety of the equipment or job assignment in question. A union representative or shop steward may accompany the above representative and employee during this determination.

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

Section 4.

Pending determination provided for in this Article, at the Department's discretion, the employee may be given suitable work elsewhere.

Section 5.

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

ARTICLE 36 - EDUCATION AND TRAINING

Section 1.

The Department will, as far as it is reasonably practicable to do so, provide training and education opportunities for employees. Such opportunities may include, but not be limited to, job-related training, job rotations, and special assignments.

Job rotation assignments include career enrichment or developmental assignments. Where the Division chooses to fill a job rotation assignment through a Department-wide, Statewide, and/or Division-wide competitive process, prior to the closing date of the job rotation announcement, the opportunity shall be posted for no less than five (5) business days on official Division bulletin boards and e-mail where applicable.

All employees are encouraged to notify their supervisors in writing of the skills and areas of interest they possess which would be applicable to future job rotation opportunities.

Section 2.

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

Section 3.

The Department may offer in-house training for employees to improve their knowledge, skills and abilities to perform their job. Attendance at such training may be mandatory without loss of pay to the employee. The Department will determine the method of travel and will reimburse or pay for those travel expenses in accordance to Article 23 of this Agreement.

Section 4.

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

ARTICLE 37 - INCLEMENT CONDITIONS

Section 1.

When, in the judgment of the Department, weather conditions require the closing or curtailing of Department offices after the work shift begins, the employees shall be paid for the remainder of their work shift.

Section 2.

The Department of Administrative Services for the Salem geographic area and the Department for all other areas, may direct employees to not report to work prior to the beginning of their work shift because of inclement conditions. In such cases, notification may be provided by local radio and/or television station. The FLSA non-exempt employee shall be authorized the optional use of accrued vacation, compensatory time, personal leave, or leave without pay during the period in which the employee's work is curtailed due to the inclement conditions. If notice of closure occurs prior to the beginning of the work shift and the FLSA exempt employee is not otherwise approved to be on pre-scheduled leave or authorized to report to work at another location, the employee shall be paid for the work shift. However, a FLSA exempt employee may use paid leave where the closure applies to that employee for a full work week.

Section 3.

When the Department remains open but employees are unable to report to work because of inclement weather, the employee may use leave without pay or the employee may use accrued vacation, personal leave or accrued compensatory time off.

ARTICLE 38 - POSITION DESCRIPTIONS/WORK PLANS

Section 1.

Position descriptions shall be in writing and delineate the specific duties assigned to the position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of Article 11 (Classification and Classification Changes).

The position description shall be reviewed at the time of the employee's annual performance appraisal.

Section 2.

Work improvement plans may be initiated and written for those employees who have less than acceptable job performance. The work improvement plan will delineate specific work and/or work related areas to be corrected and improved. Work improvement plans are not the sole means for addressing performance deficiencies.

The parties acknowledge that a work improvement plan is a tool whereby the Employer can communicate to an employee areas of the employee's performance which are deficient, how the problem(s) is to be rectified, and that failure to rectify the problem(s) may lead to disciplinary action. However, the parties agree that the work improvement plan is not, nor is it to be used as, a disciplinary action.

ARTICLE 39 - OUTSIDE EMPLOYMENT

Employees shall be allowed to hold employment outside the Department as long as such employment does not create a conflict of interest with their employment at the Department and as long as the work is not with another state Agency which could result in an overtime liability for Department. Employees shall notify the Department in writing of any potential conflicts of interest as defined by Policy EMP-01 dated May 1, 1994.

ARTICLE 40 - ALTERNATE METHODS OR MATERIALS OF CONSTRUCTION

Inspectors will perform all job related duties regarding the permitting, inspection, and installation of Department approved alternate methods of materials or construction.

When an alternate method of materials or construction is approved, the approved method will be reduced to writing and included in the plan review or inspection file. The employee must sign off the inspection with the notation on the inspection card that this is "inspected to the alternate method approved by the Building Codes Division (date)."

ARTICLE 41 - LIMITED DURATION APPOINTMENTS

Section 1.

a. No person who has an initial appointment into state service into a limited duration position shall have layoff rights.

b. A bargaining unit employee, appointed from regular status to a limited duration appointment shall be entitled to rights under the layoff procedure starting from the prior class, if the appointment is within the Division. In all other respects, limited duration appointees have all rights and privileges of other bargaining unit employees under this Agreement.

ARTICLE 42 - EXAMINATION FEES

If the Division requires that a bargaining unit employee obtain a specific certification that the employee does not already possess, in order to carry out assigned duties, the Division will pay for the examination fee so that the employee can take the examination to obtain that specific certification.

If a regular status employee desires reimbursement for examination fees, the employee must receive written approval from the Division before taking the examination.

ARTICLE 43 – CLIENT COMPLAINT PROCEDURE

Reasonable notice will be provided to an employee if or when the Division receives a complaint of merit which is noncriminal in nature provided that such notice does not compromise the ability to investigate.

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

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

1. The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;

2. The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and

3. The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within 30 calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

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

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

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

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

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

d. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45) calendar day period. Each party may go forward with only one class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.

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

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

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 - #1

COMPLETION DATES FOR PERFORMANCE APPRAISALS

The purpose of this Agreement is to clarify Article 14, section 3, of the Agreement on when performance appraisals will be completed.

This Agreement applies exclusively to employees employed in the Field Operations Section of the Division.

The Division shall apply a uniform "due" date for all employee performance appraisals by location as prescribed below instead of completing such appraisals on an employee's recognized service date:

- Area 1: Salem and Eugene
- Area 2: Astoria, Tillamook, St. Helens and Newport
- Area 3: Coquille and Roseburg
- Area 4: Ontario
- Area 5: Pendleton and LaGrande
- Area 6: The Dalles, Madras and LaPine

Due Dates:

- Area 1: April 30
- Area 2: June 30
- Area 3: August 31
- Area 4: October 31
- Area 5: December 31
- Area 6: February 28 (starting in 1996)

Performance appraisals for employees completing trial service will be completed prior to the end of trial service. After the trial service period is completed, the employee's performance appraisal date will be the same as other employees in that area.

This Agreement becomes effective on the date of the last signature and will continue in effect until written notice of cancellation by one party is given to the other party.

LETTER OF AGREEMENT - #2

LICENSE FEES

It is agreed that with the signing of the Agreement, the Agency will provide the following reimbursements for license fees:

a. No retro license fee payment will be provided for plumbing inspectors, but current plumbing inspectors whose license fee was paid in the past will have future license fees paid.

b. From the date of the electrical inspectors grievance regarding license fees, the Agency will pick up the cost of the fee for inspectors who had their license fee paid for in the past. New hires will not have their license fee paid for by the Agency.

c. Only inspectors in the plumbing and electrical areas will be eligible to be reimbursed for their license fee.

d. With the signing of the Agreement, the Union agrees to withdraw the grievance regarding license fee payment. Demands to bargain regarding contracting out, amusement ride, CT & L, in-plant inspection will be withdrawn and referred to the Labor/Management Committee.

LETTER OF AGREEMENT - #3

OVERTIME

For agency agreements with overtime calculation provisions which include all paid leave, and are based on hours worked over 8/day and 40/work week, the parties agree to discuss leave use in labor-management committees where available data demonstrates a significant increase in overtime which can be attributed to unscheduled absences.

Signed this 21st day of November, 2001, in Salem, Oregon.

FOR THE STATE OF OREGON

FOR THE AMERICAN FEDERATION
OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES

Mike Greenfield, Director
Department of Administrative Services

Tim Pfau, Council Representative
AFSCME Council 75

Dan Kennedy, Administrator
Human Resource Services Division

Ken Cochran

Joe Brewer, Administrator
Building Codes Division

Robert Buckles

Craig Cowan, Sr. Labor Relations Manager
Human Resource Services Division

Maryjane Whitmore

Joan Fraser, Deputy Administrator
Building Codes Division

Roseanne Nelson

Gary Basin
Building Codes Division

Val Hernandez

Belinda Teague, Asst. Employee Services Manager
Department of Consumer and Business Services

APPENDIX A

FACT SHEET

This form is to be used by the employee and steward to aid in investigating a possible violation of contract. Use additional pages to document details, if needed.

EMPLOYEE _____ DEPARTMENT _____

CLASSIFICATION _____ DATE OF HIRE _____

DATE OF CLASSIFICATION _____ WORK LOCATION _____

What happened? Also describe incidents which gave rise to the issue(s):

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

When did it occur? Give day, time, date(s):

Where did it occur? Specific locations:

Why do you think there is a violation of the contract?

What adjustment is required? What must be done to correct the problem?

Additional comments. Use reverse side if needed:

EMPLOYEE' S SIGNATURE _____ DATE _____

STEWARD _____ DATE _____

APPENDIX B

SALARY SCHEDULE 9/1/01								
RANG E	1	2	3	4	5	6	7	8
13	1625	1710	1773	1854	1938	2014	2018	2209
18	2014	2108	2209	2314	2422	2535	2658	2785
19	2108	2209	2314	2422	2535	2658	2785	2915
20	2209	2314	2422	2535	2658	2785	2915	3055
21	2314	2422	2535	2658	2785	2915	3055	3207
23	2535	2658	2785	2915	3055	3207	3360	3521
24	2658	2785	2915	3055	3207	3360	3521	3690
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
33I	4186	4383	4590	4805	5033	5270	5517	5779

SALARY SCHEDULE 1/1/02*								
RANG E	1	2	3	4	5	6	7	8
13	1665	1741	1813	1894	1978	2054	2150	2253
18	2054	2150	2253	2360	2470	2586	2711	2841
19	2150	2253	2360	2470	2586	2711	2841	2973
20	2253	2360	2470	2586	2711	2841	2973	3116
21	2360	2470	2586	2711	2841	2973	3116	3271
23	2586	2711	2841	2973	3116	3271	3427	3591
24	2711	2841	2973	3116	3271	3427	3591	3764
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
33I	4270	4471	4682	4901	5134	5375	5627	5895

SALARY SCHEDULE 2/1/03*								
RANG E	1	2	3	4	5	6	7	8
13	1715	1793	1867	1951	2037	2116	2215	2321
18	2116	2215	2321	2431	2545	2663	2792	2926
19	2215	2321	2431	2545	2663	2792	2926	3062
20	2321	2431	2545	2663	2792	2926	3062	3210
21	2431	2545	2663	2792	2926	3062	3210	3369
23	2663	2792	2926	3062	3210	3369	3530	3699
24	2792	2926	3062	3210	3369	3530	3699	3877
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
33I	4398	4605	4822	5048	5288	5537	5796	6071

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