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**IDnum** 165    **Language** English    **Country** United States    **State** OR

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

### Local

Occupations Represented
Firefighting occupations

**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.**

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AGREEMENT

BETWEEN THE

STATE OF OREGON  
DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES

FOR THE

OFFICE OF THE STATE FIRE MARSHAL

2001-2003

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## **ARTICLE 1 - RECOGNITION**

### **Section 1.**

This Agreement is made and entered into by and between the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services on behalf of the Oregon State Police (hereinafter the "Agency"), Division of the State Fire Marshal (hereinafter the "OSFM"), and the American Federation of State, County, and Municipal Employees, Council 75 (hereinafter the "Union").

### **Section 2.**

The Employer and the Agency recognizes the Union as the sole and exclusive bargaining agent for: All classified employees of the Office of the State Fire Marshal, excluding managerial, supervisory, confidential, temporary, and part-time employees working less than thirty-two (32) hours per month.

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

### **Section 3.**

Upon written requests by the Union, the Agency/OSFM shall provide a copy of its written personnel policies to the Union. An up-to-date copy of current personnel policies shall be accessible to employees in every office. When a change of personnel policy occurs, a copy of the change will be mailed to the Union and employees informed of the change.

### **Section 4.**

The Employer will make changes regarding mandatory subjects of bargaining only after compliance with any bargaining obligations under ORS chapter 243. Alleged violations of this Article shall not be grievable but shall be addressed exclusively by unfair labor practice complaints under ORS 243.672(1)(e). The Union agrees any unfair labor practice complaint will be filed no later than ninety (90) days after the alleged unilateral change.

### **Section 5.**

Nothing in this Section is intended to inhibit the Employer from issuing directives and/or statements which interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Union on or before the date of issue.

## **ARTICLE 2 - MANAGEMENT'S RIGHTS**

### **Section 1.**

The Agency/OSFM retains all rights customarily attributed to the management and operation of the department unless otherwise specifically abridged by the provision of this Agreement.

### **Section 2.**

These rights include but are not limited to the following: the right to operate and manage the OSFM; to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the method, means, standards, and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine whether the whole or the 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 policies, provided such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

## **ARTICLE 3 - UNION RIGHTS, SECURITY, AND STEWARDS**

### **Section 1. Notice of Representatives**

The Union will provide a written list, which will be kept current, to the Agency/OSFM and the Department of Administrative Services of its representatives from Council 75 who will be "Union Representatives."

### **Section 2. Union Representative Visits**

After advance notice to the State Fire Marshal or his/her designee of his/her intent to be present on the worksite and the reason(s), the OSFM will allow a Union Representative(s) reasonable access to the worksite during work day. Such visits will not interfere with the normal flow of work. Requests for access to buildings other than OSFM headquarters shall be directed to station commanders.

### **Section 3. Union Business**

Employees shall conduct the internal business of the Union during their nonduty hours.

### **Section 4. Building Use**

Upon request to the State Fire Marshal or his/her designee, the OSFM may allow the Union use of OSFM facilities during nonduty hours for meetings when such facilities are available. Such meetings will not interfere with the business of the OSFM. Requests for access to buildings other than OSFM headquarters shall be directed to station commanders.

## **Section 5. Bulletin Boards**

The Agency shall provide bulletin board space for the use of the Union to communicate meetings and other official Union business.

## **Section 6. Union Notices to Employees**

The Agency shall furnish each new employee with a written notice, provided by the Union, that the Union is the certified collective bargaining representative and of the employee's obligation for declaration of dues or payment-in-lieu-of-dues (fair share) deduction.

## **Section 7. Payroll Deductions**

**A.** The Union shall be provided payroll deductions for its regular monthly dues in accord with ORS 292.055.

**B.** On the first pay period of each month, the Agency shall deduct from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions pursuant to ORS 292.055, a sum equal to Union dues. This deduction shall begin on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement or until revoked by the employee in writing, whichever is sooner. Employees who revoke their membership, will have fair share deducted pursuant to subsection C.

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

**D.** The Employer 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.

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

**F.** The Union shall provide the Payroll Unit with a copy of the completed application/authorization forms prior to the payroll cutoff date(s). The Payroll Unit shall then process the completed applications.

**G.** Upon request, and at least quarterly, the Agency shall furnish to the Union an alphabetized listing of the names, classifications, and home addresses, and division or regional office where employed of all new or transferred employees in the bargaining unit.

### **Section 8. Employer Held Harmless**

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

### **Section 9. Shop Steward**

**A.** Two (2) Shop Stewards shall be allowed access to all represented Division employees. Such Stewards shall be selected from and represent employees. The Union shall immediately notify the State Fire Marshal, the Agency Labor Relations Unit, and the Department of Administrative Services Labor Relations Unit of the names of Shop Stewards and their designated representation area. The Union shall update the list as necessary.

**B.** Union Stewards, President and Vice President will be granted mutually agreed upon time off during regularly scheduled working hours to investigate and process grievances upon notice to their immediate supervisor. If the permitted activities would interfere with the work the Steward or employee is expected to perform, the immediate supervisor shall, within the next workday, arrange a mutually satisfactory time for the requested activity.

Union Stewards, President and Vice President will receive their regular rate of pay for time spent processing grievances and representing bargaining unit employees during their regularly scheduled hours of employment. However, only one (1) Union representative will be in pay status for any one (1) grievance except where a grievance involves employees in more than one (1) work section. Supervisors may request that Stewards, President and Vice President maintain and submit a monthly activity report of work time spent investigating and processing grievances.

The Employer is not responsible for any compensation of employees or their representative for time spent processing grievances or distributing Union material outside their regularly scheduled hours of employment. The Employer is not responsible for any travel or subsistence expenses incurred by a grievant or Union Steward, President and Vice President in the processing of grievances. Grievance meetings between Union and Management shall be held in the central office in Salem.

**C.** The Agency/OSFM agrees there shall be no reprisal, coercion, intimidation or discrimination against any Shop Steward or member of the Union for the conduct of the functions described in this Article.

**D.** At the Union's request and subject to the operating requirements of the OSFM, Shop Stewards for the Union shall be granted personal leave, accrued vacation leave, accrued

compensatory time, or leave of absence without pay to attend the Union's Shop Steward training session.

### **Section 10.**

The Agency/OSFM agrees to attendance by the President or his/her designee of the Local Union without loss of regular pay at meetings where his/her presence is required by the Agency/OSFM.

Before such time may be taken, the President or his/her designee shall give notice to their supervisors. If the permitted activities would interfere with the President's or his/her designee's duties, the direct supervisor shall, within the next working day, arrange a mutually satisfactory time for the requested activity.

## **ARTICLE 4 - ADMINISTRATIVE PROVISIONS**

### **Section 1. 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 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.

### **Section 2. Legislative Action**

**A.** Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the date of signing this Agreement or the date otherwise specified in this Agreement.

**B.** Monetary provisions of this Agreement are not valid unless approved by the Legislature. Monetary provisions shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both parties shall jointly recommend passage.

### **Section 3. 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/or the Agency, its goods, property or on its property.

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



Upon notification confirmed in writing by the Employer to the Union that certain bargaining unit members 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 of Administrative Services, to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity.

#### **Section 4.**

This labor Agreement contains the full and complete agreement on all subjects upon which the parties did bargain or could have bargained pursuant to ORS 243 et.seq. Neither party shall be required, during the term of this Agreement, to negotiate or bargain upon any other issue. All matters not included in this Agreement shall be deemed to have been raised and disposed of as if covered herein.

#### **Section 5. Term of the Agreement**

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

#### **Section 6. Successor Negotiations**

**A.** 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.

**B.** 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.

**C.** The matter of paid or unpaid time for negotiations shall be discussed as a part of the groundrules for the successor negotiations.

### **ARTICLE 5 - PERSONNEL RECORDS**

#### **Section 1.**

An employee may, upon request, inspect and copy the contents of his/her official Agency Personnel file. No grievance shall be kept in the personnel file.

#### **Section 2.**

No information reflecting critically on 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 his/her 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, the Agency 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 Union at the time such material was placed in the employee's file.

### **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 a written explanation or opinion regarding the disputed material. This shall be attached to the disputed material and shall be included as part of the personnel record until the material is removed.

### **Section 4.**

An employee may include in the personnel file any relevant material the employee wishes such as letters of favorable comment, licenses, certificates, college course credits, or other material which reflects creditably on the employee. This material shall be retained for a minimum of two (2) years. When the material is purged, it shall be returned to the employee.

### **Section 5.**

Material reflecting caution, consultation, warning, admonishment, or reprimand shall be removed from personnel files after twenty-four (24) months provided there has been no recurrence of the problem or a related problem in that time and given to the employee. 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. Earlier removal will be permitted when requested by the employee and if approved by the Appointing Authority.

### **Section 6.**

The Agency will make a good faith effort to notify an employee when it receives a valid public record request or civil subpoena that information from his/her official Personnel file is being inspected by and/or copied for persons outside of state government.

## **ARTICLE 6 - DISCIPLINE, DISCHARGE, AND GRIEVANCE PROCEDURE**

### **Section 1.**

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

### **Section 2.**

It is the intent of the Agency, OSFM and the Union to resolve employee grievances by informal methods if possible. However, such informal methods do not supersede the timeline requirement outlined in this Article except by mutual agreement pursuant to Section 11. If the

Union desires a formal resolution of any grievance as defined in Section 1 (except complaints of unlawful discrimination), such grievance shall be processed as provided under Section 3 Step 1 of this Article.

### **Section 3. Grievance Steps**

**STEP 1. Informal Optional.** Any affected employee may file a grievance with his/her immediate supervisor within thirty (30) calendar days of the date that the employee knew or should have known of the alleged violation(s). The grievance shall be in writing and shall include: (a) a statement of the grievance and the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought.

Prior to the supervisor's response, the supervisor shall informally meet with the grievant and shall respond in writing to the grievance within fifteen (15) calendar days to the employee, with a copy to the Union. All Informal grievance settlements are nonprecedential and shall not be cited by either party or their agents or members in any arbitration or factfinding proceedings now or in the future.

Informal grievance settlements shall be reduced to writing and signed by the grievant and first line supervisor, who shall send a copy when signed to the State Fire Marshal, AFSCME headquarters and Labor Relations Units of DAS and the Agency. The settlement shall include the statement:

"Informal grievance settlements are nonprecedential and may not be cited by either party or their agents or members in any arbitration or factfinding proceedings now or in the future."

Actions taken pursuant to Informal settlement agreements shall not be contrary to Collective Bargaining Agreement or ORS Chapter 243 and shall not give rise to any bargaining or other consequential obligations.

**STEP 2.** If the informal step is not utilized or if the grievance remains unresolved at Informal, the Union may file an official grievance on its official grievance form in writing to the State Fire Marshal within fifteen (15) calendar days after the Informal response was due or received. The grievance shall include: (a) a statement of the grievance and the relevant facts sufficient to process the grievance; (b) the specific provision or provisions of the Agreement alleged to be violated; and (c) the remedy sought. Once the grievance has been filed at Step 2, it cannot be expanded. The State Fire Marshal or his/her designee shall respond in writing within fifteen (15) calendar days after receipt of the grievance.

**STEP 3.** If the grievance remains unresolved at STEP 2, the Union may file the grievance in writing with the Superintendent or designee, within fifteen (15) calendar days following the date the response at STEP 2 was due or received. The Superintendent or designee shall respond within fifteen (15) calendar days following receipt of the appeal.

**STEP 4.** If the grievance remains unresolved at STEP 3, the Union may file the grievance in writing with the Department of Administrative Services, Labor Relations Unit,

within fifteen (15) calendar days following date the response at STEP 3 was due or received. The Department of Administrative Services shall respond within fifteen (15) calendar days following receipt of this STEP 4 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.

**STEP 5.** If the grievance is unresolved following Department of Administrative Services review, the Union may submit in writing the grievance to arbitration. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services within fifteen (15) calendar days after the STEP 4 response was due or received.

#### **Section 4. Selection of the Arbitrator**

In the event that arbitration becomes necessary the Union will request within 15 calendar days from the date the STEP 5 response was due or received, a list of the names of five (5) qualified arbitrators from the Employment Relations Board. Within ten (10) working days of the receipt of the list, the parties will select an arbitrator by alternately striking one name from the list, with the moving party striking first until only one (1) name remains on the list. The name remaining on the list shall serve as the arbitrator. The arbitrator will provide available dates to both parties. Within ten (10) working days of receipt of the available dates, the parties shall select a mutually agreeable date and shall inform the arbitrator. If the parties are unable to agree on dates, the parties may make one request for a new set of dates. If the parties cannot then agree on a date, the arbitrator has the authority to schedule the hearing from any additional available dates.

#### **Section 5. Arbitrator's Authority**

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, change, or modify any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The arbitrator shall 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 6. 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 7. 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 8. Discipline and Discharge**

**A.** Progressive discipline shall be used when appropriate. No employee who has completed the initial trial service period shall be disciplined or dismissed without just cause.

**B.** An employee reduced in pay, demoted, or suspended shall receive written notice of the discipline and of the specific charges supporting the discipline. An FLSA exempt employee demoted or suspended for safety violations consistent with the salary basis requirement of the FLSA shall receive written notice of the discipline and of the specific charges supporting the discipline. The reduction, demotion or suspension of a regular status employee may be appealed directly to STEP 2 of the Grievance Procedure and must be within fifteen (15) calendar days from the effective date of the action.

**C.** Where discharge may be contemplated, 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 OSFM 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 a Union Representative present. At the discretion of the OSFM, the employee may be suspended with or without pay, reassigned, or be allowed to continue their work as specified within the predissmissal notice. Should an employee be suspended without pay, the employee will first be afforded notice and right to present mitigating circumstances to the Appointing Authority or designee.

**D.** Discharge of a regular status employee may be appealed by the Union directly to STEP 3. The appeal must state the reason for the appeal with sufficient specifics to process the grievance and must be submitted in writing to the Superintendent or designee with fifteen (15) calendar days from the effective date of the discharge.

**E.** If the grievance is not resolved at the Superintendent level, the Union shall (if it chooses to appeal) file, in writing, for arbitration within fifteen (15) calendar days following the date the STEP 3 response was due or received. The appeal must state the reason for the appeal with sufficient specifics to process the grievance and must be submitted in writing to the Department of Administrative Services Labor Relations Unit.

### **Section 9.**

Employees are entitled to representation by a Union Representative at any Step in this Article outside of STEP 1.

### **Section 10.**

Once a bargaining unit member files a grievance outside of STEP 1, 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 11.**

Time limits may be extended by agreement of the parties. Such extensions must be in writing and shall become part of the grievance record.

**Section 12.**

Failure of the aggrieved party or Union to comply with the time limits outlined above shall constitute abandonment of the grievance and it cannot be resubmitted.

**Section 13.**

If an OSFM manager has reason to discipline an employee it shall not be done in front of other employees or the public.

**Section 14.**

Upon employee approval, notices of predissmissal, suspension, reduction, demotion and dismissal shall be forwarded to the Union on the same day as the employee is notified.

**ARTICLE 7 - PERFORMANCE APPRAISAL**

**Section 1. Performance Appraisal**

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

**Section 2.**

Performance appraisals are not grievable nor arbitrable under this Agreement nor shall they be used for the purpose of disciplinary action.

**Section 3.**

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

**Section 4.**

If the employee believes the performance appraisal is erroneous or grossly incorrect, the employee may request a review by the State Fire Marshal.

## **ARTICLE 8 - POSITION DESCRIPTIONS**

Position descriptions shall be in writing and will delineate the specific duties assigned to the position. A dated copy of the position description shall be given to the employee upon assumption of the position and at such time as the position description is amended.

An employee's position description shall be subject to annual review by the employee and the employee's immediate supervisor.

Nothing contained herein shall compromise the right or responsibility of the OSFM to assign work consistent with class specifications.

## **ARTICLE 9 - FILLING OF VACANCIES**

### **Section 1.**

The OSFM desires to fill vacancies with the best qualified applicants available. Within that context, the OSFM intends to insure that bargaining unit employees are given an opportunity to compete for all openings within the bargaining unit. The OSFM advocates promotion of its employees and is committed to upward mobility where feasible to obtain the best applicant for the position.

The OSFM will determine whether a vacancy is to be filled and the method/means to fill that vacancy. If the vacancy is to be filled, OSFM employees will be provided an opportunity to apply for consideration and compete for lateral transfer into the position. When an employee of the OSFM is interviewed for a vacancy, consideration will be given for prior OSFM service record, including performance and seniority. The OSFM will appoint the individual of their choosing.

### **Section 2.**

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

### **Section 3.**

Employees will be notified of all Agency vacancies to be filled. Notice will be provided by one or more of the following means:

- A. E-Mail.
- B. Voice Mail.
- C. Union Bulletin Board.

- D. Satellite Office Notification via Fax Machine..

#### **Section 4.**

Upon request, an employee shall be given a written explanation and/or meet with the supervisor when not selected for an OSFM position. Upon request, an employee can receive copies of his/her responses to interview questions, except when the questions are used in future recruitments. When this occurs, the employee may, to the extent that the interview questions are reused, review his/her responses while in the presence of the position's supervisor. The employee may also request the numerical rank order of interviewee scores above his/her placement.

### **ARTICLE 10 - LIMITED DURATION APPOINTMENTS**

#### **Section 1.**

Persons may be hired for special studies or projects of uncertain or limited duration which are subject to the continuation of funding for a specific project. Such appointments shall be for a stated period not exceeding two (2) years but shall expire upon the earlier termination of the special study or projects unless extended by Legislative process. Management will clearly state in its posting that the limited duration appointment requires the employee to vacate his/her permanent position.

#### **Section 2.**

**A.** No person initially hired to State government on a limited duration appointment in this Agency shall be entitled to layoff rights under this Agreement.

**B.** An employee appointed from regular status from any State agency to a limited duration appointment in the OSFM shall be reinstated to his/her former classification when the limited duration appointment is terminated. Such return right shall not apply if charges are filed and he/she is discharged as provided in Article 6 (Discipline, Discharge, and Grievance Procedure).

#### **Section 3.**

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

- A.** That the appointment is of limited duration.



**B.** That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those provided under Section 2.B. of this Article.

**C.** That in all other respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits and Union representation under this Agreement.

## **ARTICLE 11 - LAYOFF**

### **Section 1.**

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

### **Section 2.**

The layoff procedure shall occur in the following manner:

**A.** The OSFM shall determine the specific positions to be vacated and employees in those positions shall be notified of layoff. The Agency shall notify, in writing, all affected employees of their service credits and contractual bumping rights. The Agency shall notify the Union of the service credits of all employees in all affected positions in writing. The OSFM shall also post a copy of the service credits of all affected positions on employee bulletin board and mail a copy to all employees not having a formal office.

**B.** Temporary employees working in the classification 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 service credits calculated 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 Section within five (5) calendar days from the date the employee is notified in writing and has a service credits list provided (in hand) to the affected employee.

**1.** The employee may displace an employee in the OSFM with the lowest service credits in the same classification for which he/she is qualified.

**2.** The employee may demote to the lowest service credits position in any classification for which he/she is qualified within the OSFM. Employees who elect to demote shall be placed on any layoff list of his/her choice, within the OSFM, for the classification from which he/she demoted.

**3.** The employee may elect to be laid off. An employee who elects to be laid off shall be placed on any layoff list of his/her choice, within the OSFM, for the classification from which he/she was laid off.

**E.** To be qualified for the options under Section 3(D)(1) and (2) 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 Agency 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 service credit position, he/she may displace or demote to the next lowest service credit position in the classification, provided that the incumbent in the next lowest position has a lower service credit 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) and (2) an employee shall only be eligible to displace another employee with a lower service credit.

### **Section 3.**

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

**A.** One (1) point per month for each full month of unbroken service in OSFM service and one-half (.5) 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 leave without pay will be deducted from service credit calculations. When a layoff is announced, service credit 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 service credits, the tie shall be broken as follows, with most credit given to:

- 1.** Length of continuous service with the OSFM;
- 2.** Length of continuous service in the job classification.

### **Section 4.**

Any trial service employee who is laid off or demoted in lieu of layoff shall not be placed on the OSFM 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 5.**

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 6. Agency Layoff Lists**

Names of regular status employees of the OSFM 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 **service credit** order established by the classification from which the employee was laid off or demoted in lieu of layoff.

The employee shall designate in writing the locations he/she wishes to be considered for recall. The term of eligibility of candidates placed on the list shall be two (2) years from the date of placement on the list.

## **Section 7. Recall**

Employees who are on an OSFM layoff list and have designated in writing the positions and locations shall be recalled in service credit order beginning with the employee with the highest service credits 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 OSFM prior to being recalled to the position.

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

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

If a temporary appointment is necessary and is expected to last longer than forty-five (45) days and there is a layoff list for that classification, 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 8. Geographic Area**

Statewide.

## **Section 9.**

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.

## **Section 10.**

It is understood and agreed that employees who elect to displace, demote and/or return from layoff do not receive reimbursement for travel nor moving expenses.

## **Section 11.**

There shall be no cross bumping between management service, unrepresented service, other bargaining units and the OSFM bargaining unit. However, after termination of unclassified, exempt or management service for reasons other than specified by ORS 240.555, employees who held positions in the Classified Service shall be restored to their former status, classification, or similar classification for which qualified in Classified Service. If a reduction in force is required in connection with such return, it shall be accomplished through this article as if the employee returning had always been a part of the bargaining unit.

# **ARTICLE 12 - TRIAL SERVICE**

## **Section 1.**

All employees appointed to a bargaining unit position shall serve a trial service period of six (6) months.

## **Section 2.**

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

If an employee is removed from his/her position during his/her trial service period the employee shall not have rights to appeal the OSFM's decision under this Agreement.

If such employee was previously a regular status employee in a bargaining unit position in the OSFM immediately prior to his/her present appointment, he/she shall be reinstated to his/her former classification as a regular status employee unless he/she is discharged as provided in Article 6 of this Agreement.

## **Section 3.**

An employee who is transferred or demoted to another position in the bargaining unit in the OSFM prior to the completion of the 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.

An employee's trial service may also be extended for the purpose of developing the skills or knowledge necessary for competent job performance. Requests for such extensions will be submitted to the Union for approval.

### **ARTICLE 13 - HOURS OF WORK/OVERTIME**

#### **Section 1.**

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

#### **Section 2.**

Time worked for the purpose of this Agreement is all hours actually worked and 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) and/or alternate scheduled hours in a day or forty (40) hours in any one (1) workweek. Election of pay or compensatory time off must be declared when notified of having to work overtime. No application of this Article shall be interpreted to provide for compensation for overtime at a rate exceeding time and one-half.

Employees will be given the opportunity to provide input to management when notified that management is adjusting their work schedules within the same workweek for the purpose of leveling the workweek not to exceed forty (40) hours and avoid overtime liability. Such input does not abridge management's right to adjust work schedules.

#### **Section 4.**

The OSFM shall give reasonable notice of any overtime to be worked. Overtime worked will be subject to prior authorization. Prior authorization shall be granted on a case by case basis.

#### **Section 5.**

An employee may accrue up to eighty (80) hours of compensatory time off. At the discretion of the OSFM, accrual above eighty (80) hours may be paid to the employee or, subject to operating requirements of the OSFM, scheduled off with mutual agreement of the supervisor and the employee, within thirty (30) days of the excess accrual or permitted to remain on the OSFM's official payroll records for a longer period of time and subject to immediate payoff.

### **Section 6.**

Subject to the operating requirements of the OSFM and in advance of the requested time off, an employee shall have his/her choice of scheduling compensatory time off on a first come, first served basis. If two (2) or more employees under the same supervisor request the same period of time off on the same day and this conflicts with operating requirements, the employee having the greatest seniority with the Agency shall be granted the time off if the matter can not be resolved by agreement between the employees concerned. However, an employee shall not be given this length of service consideration more than once in every two (2) years. Compensatory time may be taken in time increments of less than eight (8) hours.

### **Section 7.**

Sections 1-6 of this Article do not apply to employees exempt from FLSA. Exempt employees shall have a professional work week that is consistent with the law and the collective bargaining agreement.

## **ARTICLE 14 - CLASSIFICATION AND CLASSIFICATION CHANGES**

### **Section 1. Work Out of Classification**

**A.** When an employee is assigned, in writing, by the OSFM for a limited time period to perform the major distinguishing duties of a position at a higher level classification for ten (10) consecutive calendar days, that employee shall be paid at the next higher step in the employee's current classification. If the employee is at the maximum step of his/her current salary range, then the employee is given the next higher rate on the comp plan salary schedule.

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

**B.** An employee who is underfilling a position shall be informed in writing that he/she is an underfill, the reasons for the underfill and the requirements necessary for the employee to qualify for reclassification to the allocated level. A copy of the notice shall be sent to the Union. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.

**C.** An employee performing duties out of classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

**D.** Assignments of work out of classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

## **Section 2. Revision of Classification Series**

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

## **Section 3. Reclassification Procedure**

**A.** Employees may request reclassification by submitting a completed Position Description Form and written explanation for the proposed reclassification to a specific bargaining unit classification to the Personnel Section. Reclassification must be based on a finding that the duties and responsibilities of a position have been significantly enlarged, diminished or altered, but the knowledge, skills and abilities required are still essentially similar to those previously required.

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

## **Section 4. Upward Reclassification**

When a position is reclassified upward, a regular incumbent shall be continued in the position. They shall be advanced to the higher class with the same status held in the lower class if they meet 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. 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 the next higher step in the new salary range. In no case shall it exceed the new salary range maximum.

## **Section 6. Pay Date of Upward Reclassification**

**A.** Effective date of reclassification payment shall be the first of the month following the month in which the reclassification request was received by the Personnel Section.

**B.** The employee does not retain the old eligibility date but rather will be eligible for salary increases the first of the month following twelve (12) months in the new classification.

## **Section 7. Pay for Upward Reclassification Denial**

If the Legislature does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclassification request was received by the Personnel Section to the date the duties were removed. Any work out of classification pay received during that period shall be deducted from the proposed salary rate.

### **Section 8. Downward Reclassification**

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

**B.** The Agency shall notify an employee in writing of a downward reclassification of the employee's position, and the specific reasons for doing so within sixty (60) days prior to the effective date.

**C.** If an employee is reclassified downward and his/her rate of pay is above the maximum of the new classification, his/her rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.

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

If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase to the next step within the new salary range. This increase shall not exceed the highest step in the new salary range.

**D.** Employees who are reclassified downward will be eligible to apply for reemployment to the classification from which they were reclassified downward.

### **Section 9. Equal Reclassification Rate**

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

### **Section 10.**

**A.** If an employee's reclassification request is denied pursuant to Section 3 of this Article, or an employee's position is to be reclassified downward pursuant to Section 8 of this Article, the Union may appeal the decision to the Superintendent or designated representative within fifteen (15) calendar days after receipt of the Agency decision. The written appeal must state:

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



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

**B.** If the Agency response does not resolve the matter, the Union may, within fifteen (15) calendar days from the date of the Agency response, appeal the decision to arbitration under this Article of this Agreement. The selection of an arbitrator shall be pursuant to Section 4 of Article 6 (Discipline, Discharge, and Grievance Procedure). The appeal must be in writing and sent to the Labor Relations Unit of the Department of Administrative Services within fifteen (15) calendar days after receipt of the Agency written response in sub (A) of this Section. The appeal must state the following:

The reason(s) why the decision was arbitrary.

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

This section shall supersede Section 5 of Article 6 (Discipline, Discharge, and Grievance Procedure) on the delineation of the arbitrator's authority on matters spoken to in this Article.

## **ARTICLE 15 - 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 orientation, national origin, disability, marital status, or political affiliation. The Union further agrees that it will support the Agency 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 Superintendent or designee in writing within thirty (30) days of the date of the occurrence. 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 Superintendent or the designee will communicate in writing, within thirty (30) calendar days from receipt of the complaint, the position of the Agency to the complainant and the Union. If the complaint is not 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 orientation or political affiliation may be submitted to the Department of Administrative Services, Labor Relations Unit, if unresolved by the Agency within fifteen (15) calendar days after receipt of the Superintendent's or designee's response. 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 16 - 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 President of the United States as a day of mourning, rejoicing or other special observance only when the Governor also appoints that day as a holiday.

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

### **Section 2.**

Full-time employees, except those with any leave without pay 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 provided the employee works thirty-two (32) hours or more within the month. All part-time employees except those on any leave without pay 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 paid vacation or paid 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. An employee will receive compensatory time off for holiday time worked unless the employee makes advance written request for cash, before the payroll cutoff date.

**Section 4.**

In addition to the holidays specified in this Article, all full-time employees shall receive eight (8) hours of paid leave. Part-time employees will receive prorated paid leave.

This paid leave shall be accrued by all employees employed as of the day before Thanksgiving of each year.

Employees may request the option of using the eight (8) hours of paid leave on the workday after Thanksgiving, or before or after Christmas, the workday before or after New Year's Day, or when these days are not available to an employee, on another day of the employee's choice provided such time is taken off no later than June 30 each fiscal year from the date of accrual stated above.

**ARTICLE 17 - 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 tenth (10th) year	Fifteen (15) workdays for each twelve (12) full months of service (ten (10) hours per month)
After tenth (10th) year through fifteenth (15th) year	Eighteen (18) workdays for each twelve (12) full months of service (twelve (12) hours per month)
After fifteenth (15th) year through twentieth (20th) year	Twenty-one (21) workdays for each twelve (12) full months of service (fourteen (14) hours per month)

After twentieth (20th) year

Twenty-four (24) workdays for each twelve (12) full months of service (sixteen (16) hours per month)

Part-time employees and full-time employees 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 for purposes of determining the level of accrual.

## **Section 2. Determination of Eligibility for Vacation Accrual**

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 3. Determination for Accrual of Vacation Leave**

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 4. Termination Vacation Pay**

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

## **Section 5. Scheduling of Vacations**

Vacations shall be scheduled at a time mutually acceptable to the OSFM and the employee and consistent with the work requirements of the OSFM. All vacation leaves require advanced written authorization by the employee's immediate supervisor.

## **Section 6. 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.

To avoid losing accrued vacation leave, an employee who is on a compensable work-related injury may request to use accrued vacation leave in-lieu-of accrued sick leave prior to the date the vacation leave would be lost.

The employee may later request to return to utilizing paid sick leave provided accrued sick leave is available to use.

### **Section 7.**

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

### **Section 8.**

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

## **ARTICLE 18 - SICK LEAVE**

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

Full-time employees shall accrue eight (8) hours of sick leave with pay credits for each full month 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**

Regular scheduled 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. Use of Sick Leave With Pay**

Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children, brother, sister, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse. The employee has the duty to 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 OSFM to support the employee's claim for sick leave, if the employee is absent in excess of three (3) consecutive days, or if the OSFM believes that the employee is abusing sick leave privileges. The OSFM may also require such certificate from an employee to determine whether the employee should be allowed to return to work where the OSFM 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**

The OSFM shall grant sick leave without pay for any job-incurred injury or illness for a period which shall terminate upon demand by the employee for reinstatement accompanied by a certificate issued by a duly licensed attending physician and/or practitioner that the employee is physically and/or mentally able to perform the duties of that position.

After earned sick leave has been exhausted, the OSFM may grant sick leave without pay for any nonjob-incurred injury or illness of a continuous and an extended nature to any employee upon request for a period up to one (1) year.

The OSFM 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 OSFM. Any cost associated with the supplying of a certificate concerning a nonjob-incurred injury or illness shall be borne by the employee. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude that employee from the performance of duties, such sick leave may be canceled and the employee's service terminated.

## **Section 8.**

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

# **ARTICLE 19 - OTHER LEAVES**

## **Section 1. Leaves With Pay**

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

**1.** All full-time employees shall be entitled to sixteen (16) hours of personal leave with pay each fiscal year;

2. Part-time, seasonal and job share employees shall be granted such leave in a prorated amount of sixteen (16) hours based on the same percentage or fraction of month they are hired to work, or is subsequently formally modified, provided it is anticipated that they will work 1040 hours during the fiscal year.

Should any employee fail to work 1040 hours for the 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 used by an employee for any purpose he/she desires and may be taken at times mutually agreeable to the OSFM and the employee.

**B. 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 OSFM reserves the right to petition for removal of the employee from jury duty if, in the OSFM's judgment, the operating requirements of the OSFM would be hampered.

**C. 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.

**D. Court Appearance Leave With Pay.** When any employee is not the plaintiff or defendant, he/she 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 valid subpoena or other direction by proper authority for matters related to the employee's officially assigned duties.

**E. Pre-Retirement Counseling Leave.** Each employee within five (5) years of chosen retirement age or date shall be granted, on a one time basis, up to three and one-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 OSFM 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 Agency shall offer a choice from three (3) other sets of dates. The leave discussed under this Section may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance, and other retirement income.

**F. Test and Interview Leave.** With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take paper and pencil tests related to promotional opportunities within the OSFM; up to eight (8) hours annually with pay shall be allowed for an interview for a position with another State agency or a position within the Agency.

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

**G. Bereavement Leave.** Employees have the option to use sick leave, and with prior authorization to use vacation and compensatory leave, or when leave is not available leave without pay for absences from employment to discharge the customary obligations arising from a death in the immediate family of the employee or the employee's spouse as defined in Article 18, Section 4.

## **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. He/she shall, upon honorable discharge from such service, be returned to a position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Military leaves of absence without pay shall be granted in compliance with the Veterans' Reemployment Rights Law, Title 38 USC Chapter 43.

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

**C. Educational Leave.** In instances where the work of the OSFM 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 OSFM approval.

**D. Unauthorized Absence.** Unauthorized leave from duty shall be deemed to be without pay and may be grounds for disciplinary action by the OSFM. 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 three (3) consecutive workdays without



authorized leave shall be deemed to have resigned unless prevented from notifying the Employer due to circumstances beyond their control.

**E.** FMLA/OFLA. Leave shall be granted in accordance with State and/or Federal Law as appropriate. Extensions beyond the twelve (12) weeks may be arranged at the discretion of OSFM and in accordance with applicable law.

After exhaustion of all sick leave, an employee may retain up to a total accumulation of twenty-four (24) hours of personal business, vacation, and/or compensatory time, except use of such leave will be in accordance with this Agreement. Whenever possible, this designation shall be made prior to the beginning of the leave.

At the discretion of OSFM, an employee may be granted a leave of absence without pay for up to six (6) months to care for a newborn or newly adopted baby.

## **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 granted 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 Promotion**

An employee shall be given no less than an increase to the next higher rate in the new salary range effective on the date of promotion. If an employee is demoted or removed during trial service as a result of a promotion, his/her salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.

If the employee's salary eligibility date occurs during the promotional trial service period, upon reinstatement to the previous class, the salary eligibility date prior to promotion will be recognized.

### **Section 3. 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 step, the employee's salary shall be maintained at that step in the lower range.

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

Whenever employees demote to a job classification in a lower range, but their previous 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 4. Salary on Lateral Transfer**

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

#### **Section 5. Effect of Break in Service**

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

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

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

#### **Section 7. Payday and Pay Advances**

**A.** All employees shall normally be paid no later than the first of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or Holiday, 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.

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

**C.** The parties agree that pay advances will be kept to an absolute minimum and are for emergencies within that context, employees may obtain an advance on their salary subject to management's approval. The amount of the request shall not exceed sixty percent (60%) of gross pay earned to date in the month, but shall be at least one hundred dollars (\$100.00). Employees may submit requests up to the final monthly payroll cutoff date. Pay advance requests will normally be submitted to the payroll office by the fifteenth (15th) of the month. If any employee requests more than one (1) pay advance in any 12-month period, management has the right to deny it, if a valid emergency does not exist.

Emergencies include, but are not limited to, the following circumstances:

1. Death in family
2. Major car repair
3. Theft of funds
4. Automobile accident (loss of vehicle use)
5. Accident or sickness
6. Destruction or major damage to home
7. New employee lack of funds (maximum - 1 draw)
8. Moving due to transfer or promotion

## **ARTICLE 21 - SALARIES**

### **Section 1.**

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

## **Section 2.**

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 3.**

### **A. General Salary Increases:**

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

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

### **B. Compensation Plan Squaring:**

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

### **C. Selective Salary Adjustments:**

Effective July 1, 2002, the following classification shall be adjusted as indicated below:

5561 Deputy Fire Marshal SR 27 to SR 28

The above classification will be adjusted based on the following implementation procedure:

An employee who has been at the top step in the salary range of his/her classification for at least twelve (12) full calendar months before July 1, 2002, will receive a step increase effective July 1, 2002 and a new eligibility date of July 1, 2003 will be assigned. All other employees will retain their current salary rate until their next salary eligibility date at which time they will move to the next higher step in the range. However, if the employee's current salary does not match any rate in the new salary

range, the employee will move on the date of implementation, to the next higher rate in the new salary range that is closest to their current salary. Employees whose current rate is below the first step of the new range shall be moved to the first step of the new range July 1, 2002 and a new eligibility date of July 1, 2003 will be assigned.

## **ARTICLE 22 - LEADWORK**

Leadwork duties shall be formally assigned in writing by the supervisor to employees who while performing essentially the same duties as workers led are directed to assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; provide informational assessment of workers' performance to supervisor; and orient new employees. Employees shall receive a five percent (5%) differential for work performing assigned leadwork duties over four (4) or more employees in their classification for ten (10) consecutive calendar days or more.

Where leadwork differential is applicable to all hours worked in a month, it shall be applied to all hours paid.

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

## **ARTICLE 23 - 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.

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

### **Section 2. Plan Year 2001**

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

plan of greater cost, there may be out of pocket monthly expense to the employee. If the employee selects a plan of lesser cost, the employee may receive cash back. The amount of any out of pocket or cash back cost will be determined by PEBB.

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

### **Section 3. Plan Year 2002**

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

### **Section 4. Plan Year 2003**

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

Should the additional subsidy amount be insufficient funds to cover full premium costs, the PEBB, in its sole discretion, may decide to use the PEBB reserve funds to cover any additional subsidy beyond the \$85.00. If PEBB does not release sufficient reserves, the parties agree to delay implementation of the effective date of the February 1, 2003 salary increase by one 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 24 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT**

### **Section 1. Travel and Mileage**

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

## **Section 2. Moving Expenses**

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

## **ARTICLE 26 - LABOR-MANAGEMENT COMMITTEE**

### **Section 1. Purpose**

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

### **Section 2. Committee Composition**

The Committee shall be composed of three (3) members appointed by the Union and three (3) members appointed by the State Fire Marshal. One management member may be designated to serve as an alternate. Representatives from Department of Administrative Services, the Union, or other individuals may be invited, who may provide information or act as advisors.

### **Section 3. Meetings and Agenda**

The Labor/Management Committee shall meet as necessary.

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

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

### **Section 4. Authority of Committee**

The Labor/Management Committee shall have no power to contravene any provision of this Agreement; nor to enter into any Letter of Agreement; negotiate, or to resolve disputes concerning the interpretation or application of any provision of this Agreement. The Committee shall be empowered to make joint recommendations on issues which are brought before it. Such recommendations approved by the Committee shall be presented to the State Fire Marshal for

response and/or action. The State Fire Marshal's response shall be in writing and shall be submitted to the Committee and all concerned parties.

No discussion or review of any matter by the Labor/Management Committee shall forfeit or affect the timeframes of the settlement of disputes procedure (Article 6).

### **Section 5. Committee Evaluation**

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

## **ARTICLE 27 - HARDSHIP LEAVE**

### **Section 1.**

As used in this Article:

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

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

**C.** "Prolonged Illness or Injury" means inability to work because of a catastrophic illness or injury or major medical treatment that the treating physician certifies in writing.

### **Section 2.**

OSP employees may make irrevocable donations of accrued vacation leave, in two (2) hour increments, to another employee of the OSP not on initial trial service who has exhausted all accumulated leave while the immediate family member as defined in Article 18, Section 4 or employee is recuperating or recovering from a catastrophic prolonged illness or injury. Donations shall be posted to the donee's leave balance as needed. Donations not used will not be deducted from the donor's vacation leave balance.

### **Section 3.**

Donations shall be credited at the donor's current regular hourly rate of pay. Donations shall be used to reimburse the state for all hardship leave costs as in Section 1.B. above for the donee.

### **Section 4.**

Applicants for hardship leave shall apply in writing to the Agency Personnel Director or designee, accompanied by the treating physician's written statement certifying that the prolonged catastrophic illness or injury, or major medical treatment (i.e. chemotherapy) will continue after the employee is projected to exhaust all accumulated leave.



**Section 5.**

Upon determination that an employee's request satisfies "prolonged illness or injury" requirements, OSP shall approve one leave totaling not more than sixty (60) work days during one ninety-calendar day period during the term of this agreement. Approval shall be subject to availability of donations from OSP employees to cover all hardship leave costs. The Personnel Director or designee shall initiate and collect donations on a form(s) the Agency provides.

**Section 6.**

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

**Section 7.**

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

**ARTICLE 28 - SAFETY AND HEALTH**

**Section 1.**

It is further the intent of this Agreement that the parties will mutually strive to maintain a suitable and safe working environment for all employees. The employer agrees to abide by standards of safety and health in accordance with Oregon Statutes and Administrative Rules. Issues arising under this Section are not arbitrable.

The Agency will give serious consideration to safety and health issues/recommendations received from the joint labor/management committee or safety committee.

**Section 2.**

The OSFM shall provide and maintain necessary equipment, as determined by the OSFM, and shall make such equipment available to employees required to use such equipment.

**Section 3.**

The OSFM shall make available training to affected employees, as determined by the OSFM, in the use of required safety equipment necessary for the performance of assigned duties. Such required training shall be at OSFM expense.

**ARTICLE 29 - CONTRACTING OUT**

Prior to a final decision being made by the Employer to contract out work that will displace current bargaining unit employees, the Employer will:

A. Discuss the options within the labor/management committee so that employees have a forum for providing input on the merits of proposal to contract; and

**B.** Will notify the Union and upon request of the Union will bargain the decision's impact on the members of the bargaining unit.

## **ARTICLE 30 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS**

### **Section 1. Overpayments**

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

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

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

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

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

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

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

### **Section 2. Underpayments**

**A.** In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or

benefits to be repaid. The Agency shall correct such underpayment made within a maximum period of two (2) years before the notification.

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

### **Section 3. Payroll Reconciliation**

Section 1, subsections A.1, A.2, A.3, through A.4, shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one pay period to another. The employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

## **ARTICLE 31 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS**

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

**A.** An appeal may be filed by an individual employee or a steward or a Council Representative on behalf of the employee, to the Agency personnel office within 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 32 – BILINGUAL DIFFERENTIAL**

A differential of four percent (4%) over base rate will be paid to employees required to be proficient and use bilingual skills (i.e., interpretation and translation to and from English to another foreign language). Such skills must be a condition of employment as established by management. The interpretation and translation skills must be assigned and contained in an employee's individual position's position description. The decision to assign bilingual duties to an employee is at the sole discretion of management.

### **ARTICLE 33 – OSFM-OWNED CLOTHING/COMMERCIAL LAUNDERING**

The OSFM agrees to provide commercial cleaning services for employees who are issued OSFM-owned clothing (e.g., coveralls, turnouts, wildland fire clothing, rain coats, etc.).

The OSFM agrees to reimburse employees for commercial cleaning expenses of OSFM-owned clothing and shall authorize reasonable on-duty time to establish and maintain such cleaning services. Receipts will be required prior to payment by the OSFM.

## **LETTER OF AGREEMENT**

The parties agree to a joint interim committee of two (2) management and two (2) Union persons. This committee will review the labor markets/comparables arrived at during the term of the 1995-97 Agreement for the Deputy State Fire Marshal classification. Management agrees to continue to review the Project Coordinator for SAFE Kids and Firesetter Intervention.

This committee will begin its review in July, 2002 or as mutually agreed otherwise.

## **LETTER OF AGREEMENT - ARTICLE 13**

This Letter of Agreement is entered into between the State of Oregon by Department of Administrative Services, Labor Relations Unit and the American Federation of State, County, and Municipal Employees (AFSCME).

Exempt employees will be designated in writing and the Union given written notification. Nothing precludes changes in status to comply with FLSA definitions.

This Agreement expires June 30, 2003.

## **LETTER OF UNDERSTANDING**

The Employer agrees to allow the Union to reproduce the PRP Chapter 300.1, Rules of Conduct, and include it as an "Information Only" addendum in the next contract. Such inclusion does not mean that it is part of the parties' collective bargaining agreement and subject to the grievance procedure. Nor is it subject to the PECBA process when revisions occur. Revisions, however will continue to be provided to the Union

An employee may file his/her complaint with the lowest appropriate level.

## COMPENSATION PLAN

**July 1, 2001**

CLASS #	CLASS TITLE	RANGE
C0103	OFFICE SPECIALIST 1	12
C0104	OFFICE SPECIALIST 2	15
C0107	ADMIN SPECIALIST 1	17
C0108	ADMIN SPECIALIST 2	19
C0119	EXEC SUPPORT SPEC 2	19
C0430	GRANTS/CONTRACT COORD	23
C0532	WORD PROC TECH 3	15
C0706	PROPERTY SPEC 2	14
C0771	PURCHASER 1	17
C0772	PURCHASER 2	21
C0773	PURCHASER 3	23
C0810	PROJECT COORDINATOR	26
C0812	PROGRAM TECH 1	23
C0813	PROGRAM TECH 2	27
C0816	PROGRAM REP 1	22
C0817	PROGRAM REP 2	26
C1115	RESEARCH ANALYST 1	17
C1481	INFO SYSTEMS SPEC 1	17I
C1482	INFO SYSTEMS SPEC 2	21I
C1483	INFO SYSTEMS SPEC 3	24I
C1484	INFO SYSTEMS SPEC 4	25I
C1485	INFO SYSTEMS SPEC 5	28I
C1486	INFO SYSTEMS SPEC 6	29I
C1487	INFO SYSTEMS SPEC 7	31I
C1488	INFO SYSTEMS SPEC 8	33I
C2110	PUBLIC INFO ASST	17
C2111	PUBLIC INFO REP 1	21
C3821	ENVIRONMENTAL SPEC 2	23
C5560	DEP STATE FIRE MARSHAL ENTRY	22
C5561	DEP STATE FIRE MARSHAL	27

## SALARY SCHEDULES

<b><u>SALARY SCHEDULE</u></b>								
9/1/01								
<b><u>RANGE</u></b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
12	1562	1625	1701	1773	1854	1938	2014	2108
14	1701	1773	1854	1938	2014	2108	2209	2314
15	1773	1854	1938	2014	2108	2209	2314	2422
17	1938	2014	2108	2209	2314	2422	2535	2658
19	2108	2209	2314	2422	2535	2658	2785	2915
21	2314	2422	2535	2658	2785	2915	3055	3207
22	2422	2535	2658	2785	2915	3055	3207	3360
23	2535	2658	2785	2915	3055	3207	3360	3521
26	2915	3055	3207	3360	3521	3690	3870	4060
27	3055	3207	3360	3521	3690	3870	4060	4261
17I	2003	2096	2193	2294	2402	2515	2634	2756
21I	2340	2450	2566	2685	2810	2942	3080	3224
24I	2681	2804	2937	3075	3218	3370	3528	3694
25I	2905	3042	3186	3334	3491	3654	3826	4006
28I	3245	3397	3558	3723	3899	4082	4274	4475
29I	3470	3634	3803	3982	4170	4367	4572	4787
31I	3843	4023	4212	4410	4618	4834	5064	5301
33I	4186	4383	4590	4805	5033	5270	5517	5779



**SALARY SCHEDULE**

1/1/02\*

<b><u>RANGE</u></b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
12	1602	1665	1741	1813	1894	1978	2054	2150
14	1741	1813	1894	1978	2054	2150	2253	2360
15	1813	1894	1978	2054	2150	2253	2360	2470
17	1978	2054	2150	2253	2360	2470	2586	2711
19	2150	2253	2360	2470	2586	2711	2841	2973
21	2360	2470	2586	2711	2841	2973	3116	3271
22	2470	2586	2711	2841	2973	3116	3271	3427
23	2586	2711	2841	2973	3116	3271	3427	3591
26	2973	3116	3271	3427	3591	3764	3947	4141
27	3116	3271	3427	3591	3764	3947	4141	4346
28	3271	3427	3591	3764	3947	4141	4346	4554
17I	2043	2138	2237	2340	2450	2565	2687	2811
21I	2387	2499	2617	2739	2866	3001	3142	3288
24I	2735	2860	2996	3137	3282	3437	3599	3768
25I	2963	3103	3250	3401	3561	3727	3903	4086
28I	3310	3465	3629	3797	3977	4164	4359	4565
29I	3539	3707	3879	4062	4253	4454	4663	4883
31I	3920	4103	4296	4498	4710	4931	5165	5407
33I	4270	4471	4682	4901	5134	5375	5627	5895

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

<b>SALARY SCHEDULE</b>								
2/1/03*								
<b><u>RANGE</u></b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
12	1650	1715	1793	1867	1951	2037	2116	2215
14	1793	1867	1951	2037	2116	2215	2321	2431
15	1867	1951	2037	2116	2215	2321	2431	2545
17	2037	2116	2215	2321	2431	2545	2663	2792
19	2215	2321	2431	2545	2663	2792	2926	3062
21	2431	2545	2663	2792	2926	3062	3210	3369
22	2545	2663	2792	2926	3062	3210	3369	3530
23	2663	2792	2926	3062	3210	3369	3530	3699
26	3062	3210	3369	3530	3699	3877	4066	4265
27	3210	3369	3530	3699	3877	4066	4265	4477
28	3369	3530	3699	3877	4066	4265	4477	4691
17I	2104	2202	2304	2410	2524	2642	2767	2895
21I	2458	2574	2696	2821	2952	3091	3236	3387
24I	2817	2946	3086	3231	3381	3541	3707	3881
25I	3052	3196	3347	3503	3668	3839	4020	4209
28I	3409	3569	3738	3911	4096	4289	4490	4701
29I	3646	3818	3995	4183	4381	4588	4803	5029
31I	4037	4227	4425	4633	4852	5079	5320	5569
33I	4398	4605	4822	5048	5288	5537	5796	6071

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 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

\_\_\_\_\_  
Colleen Savage, Council Representative  
AFSCME Council 75

\_\_\_\_\_  
Dan Kennedy, Administrator  
DAS-HRSD

\_\_\_\_\_  
Anita Hume, Bargaining Team Member

\_\_\_\_\_  
Ron Ruecker, Superintendent  
Oregon Department of State Police

\_\_\_\_\_  
Cliff Munson, Bargaining Team Member

\_\_\_\_\_  
Eva M. Corbin, Deputy Administrator  
Labor Relations Unit

\_\_\_\_\_  
George Crosiar, Bargaining Team Member

\_\_\_\_\_  
Bob Brooks, Bargaining Team Member